BOARD OF COUNTY COMMISSIONERS

FINAL AGENDA
2/11/25 9:00 AM

BOCC MEETING AGENDA
COMMISSION CHAMBERS
2401 SE MONTEREY ROAD, STUART, FLORIDA 34996

COUNTY COMMISSIONERS
Sarah Heard, Chair
Edward V. Ciampi, Vice Chairman
Eileen Vargas, District 1
Stacey Hetherington, District 2
J. Blake Capps, District 3

Don G. Donaldson, P.E., County Administrator
Sarah W. Woods, County Attorney
Carolyn Timmann, Clerk of the Circuit Court and Comptroller

PRESETS

9:05 AM - Public Comment
5:05 PM - Public Comment

CALL TO ORDER

Invocation ~ Moment of Silence
Pledge of Allegiance ~ **Michael Drost**, Veterans Services Manager

APPROVAL OF AGENDA

Additional Items
Approval of Agenda

COMMENTS

Public (9:05 AM) - Please limit comments to three minutes.
Commissioners
County Administrator

CONSENT AGENDA

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.

Discussion of Pulled Consent Items

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: 25-0346

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 January 13, 2025 and January 26, 2025. 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: 25-0357

Attachments: Warrant List

CNST-3 **BOARD OF COUNTY COMMISSION MINUTES TO BE APPROVED**

The Board is asked to approve minutes from the December 10, 2024 regular meeting.

Agenda Item: 25-0499

Attachments: Dec.10.2024 BCC Minutes.pdf

CNST-4 **ADOPT A PROCLAMATION DECLARING 2-1-1 AWARENESS MONTH IN MARTIN COUNTY, FLORIDA**

The Board is asked to adopt a proclamation declaring 2-1-1 Awareness Month that will be presented at the February 25, 2026 meeting.

Agenda Item: 25-0582

Attachments: 211 Awareness

CNST-5 **HEALTH FACILITIES AUTHORITY APPOINTMENT**

After solicitation of applicants due to a member's term expiring, the Board is asked to make the necessary appointment to the Health Facilities Authority.

Agenda Item: 25-0450

Attachments: Health Facilities Authority.docx
Establishing Document HFA
Information Release HFA
Resolution HFA
Bromberg_Jordan.pdf

CNST-6 **HISTORIC PRESERVATION BOARD APPOINTMENTS**

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

the Historic Preservation Board.

Agenda Item: 25-0577

Attachments: Historic Preservation Board.docx
Establishing Document HPB.pdf
Information Release HPB
Resolution_HPB
Gen_Contractor_Anderson_Evan.pdf
At.Large_Steele_Robert.pdf

BUILDING

CNST-7 **REQUEST FOR APPROVAL OF FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER REGARDING THE CODE ENFORCEMENT CASE OF DAVID A. BRIGGS CASE NUMBER ENF2023030944**

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 David A. Briggs.

Agenda Item: 25-0605

Attachments: SIGNED FINE REDUCTION ENF2023030944.pdf

CNST-8 **REQUEST FOR APPROVAL OF FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER REGARDING THE CODE ENFORCEMENT CASE OF DAVID A. BRIGGS CASE NUMBER 10-0035834**

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 David A. Briggs.

Agenda Item: 25-0606

Attachments: SIGNED FINE REDUCTION

PUBLIC WORKS

CNST-9 **REQUEST FOR ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF THE BRIDGE ON CR-708 (SE BRIDGE ROAD) OVER FLORIDA'S TURNPIKE**

The Board is asked to adopt a Resolution that authorizes the execution of a Memorandum of Agreement with the Florida Department of Transportation for the maintenance of the bridge on CR-708 (SE Bridge Road) over Florida's Turnpike.

Agenda Item: 25-0573

Attachments: MOA Authorization Resolution
2025-01-13 Martin County Bridge Maintenance Agreement - CR 708
Exhibit 'B' Typical Sections

CNST-10 **ADOPTION OF A RESOLUTION APPROVING AND ACCEPTING TEN PERPETUAL EASEMENTS, FOR SHORELINE RESTORATION, AS PART OF THE MACARTHUR BOULEVARD DUNE AND BEACH PROJECT**

This is a request for the adoption of a Resolution accepting and approving ten Perpetual Easements from property owners along MacArthur Boulevard providing access to complete the MacArthur Boulevard Dune and Beach Project, which will restore and maintain the dune along the Atlantic Ocean side of MacArthur Boulevard.

Agenda Item: 25-0575

Attachments: Resolution_10 Easements.docx
FY25 MacArthur Dune CIP.pdf
Location Map_MacArthur Blvd. parcels.pdf
4067-Executed Easement w.Ex A_Hodor Trust.pdf
4068-Executed Easement w.Ex A_Houde.pdf
4032-Executed Easement w.Ex A_Hudson.pdf
4033-Executed Easement w.Ex A_Goose 220 MacArthur LLC.pdf
4035-Executed Easement w.Ex A_Pike Sullivan Trust.pdf
4056-Executed Easement with Ex A_Stephen C Roy Rev Tr.pdf
4057-Executed Easement w.Ex A_Rathakrishnan.pdf
4064-Executed Easement w.Ex A_Alire, Ltd.pdf
4065-Executed Easement w.Ex A_Maxson Trust.pdf
4066-Executed Easement w.Ex A_Ghiorse.pdf

CNST-11 **ADOPT A RESOLUTION SUPPORTING THE FLORIDA DEPARTMENT OF TRANSPORTATION MANAGING THE FUNDS AND DELIVERING A PROJECT ANTICIPATED TO BE PRIORITIZED BY THE METROPOLITAN PLANNING ORGANIZATION ON THE STATE HIGHWAY SYSTEM**

As required by the Florida Department of Transportation (FDOT) Program Management Bulletin, the Board of County Commissioners is asked to adopt a resolution supporting the FDOT's management of funds, administration, and delivery of a project on the state highway system, which is anticipated to be prioritized by the Policy Board of the Martin Metropolitan Planning Organization.

Agenda Item: 25-0591

Attachments: DRAFT
BOCC_Resolution_Mast_Arm_SR-A1A_LOPP2025.docx

CNST-12 **REQUEST THAT MARTIN COUNTY GRANT AN EASEMENT TO FLORIDA POWER & LIGHT COMPANY (FPL) FOR UTILITY SERVICES AT THE NEW REIMAGINING EDUCATION AND CAREER HELP (REACH) CENTER AT THE MARTIN COUNTY AIRPORT**

FPL has requested approval of an Underground Easement on the northwest side of SE Airport Road at the Martin County Airport, for extension of services to the new REACH Center, located in Building 17 between Daher and Liberator/BARD, City of Stuart.

Agenda Item: 25-0607

Attachments: FPL Easement w.Ex A.pdf
Location Map.pdf

BOARD AND COMMITTEE APPOINTMENTS

B&C-1 **NEIGHBORHOOD ADVISORY COMMITTEE APPOINTMENTS**

After solicitation of applicants due to vacancies, terms expiring, and resignations, the Board is asked to make the necessary appointments to the Golden Gate, Hobe Sound, Port Salerno, and Rio Neighborhood Advisory Committees (NAC).

Agenda Item: 25-0452

Attachments: Neighborhood Advisory Committees
Establishing Document CRA_NACs.pdf
Information Release NACs
Resolution NACs
HS_Banas_Michael.A.pdf
HS_Butler_Susan.pdf
PS_Cass_Gerald.S.pdf
PS_Fogelson_Susan.pdf
PS_Harvey_Cathy.pdf
PS_Rolle.Taylor_Jaime.pdf
Voting Sheet PSNAC

PUBLIC HEARING

PH-1 **LEGISLATIVE PUBLIC HEARING TO CONSIDER ADOPTION OF COMPREHENSIVE PLAN AMENDMENT 23-02, HOBE SOUND STORAGE, AMENDING THE FUTURE LAND USE MAP (FLUM) OF THE MARTIN COUNTY COMPREHENSIVE GROWTH MANAGEMENT PLAN (CGMP)**

This is a request for a small-scale amendment to the FLUM on a ±4.01-acre parcel located on the east side of SE Federal Highway between south of SE Heritage Boulevard and north of SE Poinciana Lane. The request proposes to change the future land use designation from Medium Density Residential to General Commercial.

Agenda Item: 25-0291

Attachments: 1-FINAL Staff Report CPA 23-02 FLUM.docx
6-draft Ordinance CPA 23-02.docx
2_SMRU Letter.pdf
3_Traffic Review.pdf
4_FLUM Application Package.pdf
Hobe Sound Storage - Disclosure of Interest - 01.25.pdf
5_Legal Notice.pdf
7_Public Comment (2023-2025 copy).pdf
Letter from Heritage Ridge North POA
Staff Presentation
Supp_Memo
2025_0124_CPA 23-02_LAD_BCC adopt_TS.pdf
2025_0203_CPA 23-02_Public Comment.pdf

Supplemental Memorandum

PUBLIC HEARINGS QUASI-JUDICIAL

PHQJ-1 **PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE MARTIN COUNTY ZONING ATLAS FOR HOBE SOUND STORAGE**

This application is a request by Thomas Engineering Group, LLC for a zoning district change from RS-6 (Medium Density Residential) to GC (General Commercial) on ±4.01 acres. This request is made concurrent with a proposed Future Land Use Map (FLUM) amendment CPA 23-02 Hobe Sound Storage.

Agenda Item: 25-0404

Attachments: 1-FINAL Staff Report CPA 23-02 Rezoning.docx
6-CPA 23-02 Resolution to Rezone.docx
2_SMRU Letter.pdf
3_Traffic Review.pdf
4_Reoning Application Package.pdf
Hobe Sound Storage - Disclosure of Interest - 01.25.pdf
5_Legal Notice.pdf
7_Public Comment (2023-2025 copy).pdf
Evidence Submittal for LPA and BCC Meetings.pdf
Letter from Heritage Ridge North POA
Staff Presentation
Supp_Memo
2025_0124_Hobe Sound Storage_
Rez_LAD_BCC_adopt_TS.pdf
2025_0203_Hobe Sound Storage Public Comment (1).pdf

Supplemental Memorandum

PHQJ-2 **PUBLIC HEARING TO CONSIDER A REQUEST FOR APPROVAL OF MAJOR FINAL SITE PLAN AND PRESERVE AREA MANAGEMENT PLAN (PAMP) FOR THE HOBE SOUND STORAGE PROJECT (H164-002)**

This is a request by Thomas Engineering Group, LLC on behalf of Live Oak Capital Partners for approval of a Major Final Site Plan to construct a 3-story, approximately 94,132 square foot residential storage facility, associated infrastructure and a PAMP on an approximate 4-acre undeveloped property. The property is located east of SE Federal Highway approximately 0.28 miles south of SE Heritage Boulevard, south of the Bethel Lutheran Church in Hobe Sound. Included in this application is a request for a Certificate of Public Facilities Reservation.

Agenda Item: 25-0486

Attachments:
- 2024_1211_H164-002_DRT_STAFF_FINAL.docx
- 2024_1112_H164-002 RESO APPROVE.docx
- 2024_1112_EXHIBIT A LEGAL DESCRIPTION.docx
- 2024_1210_H164-002 EXHIBIT B FSP.pdf
- 2024_0802_H0164-002_PAMP.pdf
- 2024_1112_H164-002_APPLICATION.pdf
- Hobe Sound Storage - Disclosure of Interest - 01.25.pdf
- 2024_1210_H164-002 LP.pdf
- 2024_0802_H164-002 ELEVATIONS.pdf
- 2024_0305_H164-002 SAMPLE_LTR_DUAL (PDF).pdf
- 2024_0512_H164-002 SIGN POSTING AFFIDAVIT.pdf
- 2025_0122_H164-002_LAD_Tearsheet.pdf
- Public Comment.pdf
- 2024_1112_H164-002 RESO DENY.docx
- Letter from Heritage Ridge North POA
- Staff Presentation
- SUPP MEMO
- 2024_0204_H164-002 Resolution to Approve.docx

Supplemental Memorandum

PHQJ-3 **PUBLIC HEARING TO CONSIDER A REQUEST TO DESIGNATE A BROWNFIELD BY 9670 SW MARINE WAY, LLC**

This is the second public hearing on a request by 9670 SW Marine Way, LLC to designate the property located at 9670 SW Marine Way ("Property") as a Green Reuse Area, also known as a brownfield. Section 376.80, Florida Statutes, outlines the brownfield program administration process and affirms that the jurisdictional local government shall adopt a resolution designating property as a brownfield if the requesting party establishes the necessary criteria in Section 376.80, Florida Statutes. The first public hearing was held on January 28, 2025.

Agenda Item: 25-0576

Attachments: StaffReport.docx
Supplemental Info Report.docx
Green Reuse Area Designation Request - 9670 SW Marine Way, Martin County, FL.pdf
Posted Community Meeting Notice - 9670 SW Marine Way.pdf
e-Tearsheet-Stuart News_10.29.2024.pdf
Community Meeting Presentation 9670 Marine Way.pdf
9670 Marine Way Community Mtg Agenda.pdf
Craigslist Posting - Martin County.pdf
Additional Notice Materials Rcvd 2025_01_27.pdf
City of Stuart Brownfield Resolution 09-2023.pdf
DRAFT RESO.docx
Location Map Layout.pdf
9670 SW Marine Way Legal Description.pdf

DEPARTMENTAL QUASI-JUDICIAL
GROWTH MANAGEMENT

DPQJ-1 **REQUEST FOR APPROVAL OF THE FIRST AMENDMENT TO THE SEVEN J'S NORTH INDUSTRIAL PARK PLANNED UNIT DEVELOPMENT (PUD) ZONING AGREEMENT INCLUDING REVISED MASTER/FINAL SITE PLAN (P102-083)**

This is a request for approval of the First Amendment to the Seven J's North Industrial Park Planned Unit Development (PUD) Zoning Agreement. The proposed amendment is to increase the existing lake depth from 20 feet to 40 feet. The subject site is located north of the approved Seven-J's Industrial Subdivision and east of the Martin County Recycling Landfill, at the north terminus of SE Poma Drive, approximately 0.5 miles north of SW Busch Street, 1.5 miles north of SW Martin Highway, in Palm City. Included with this application is a request for a Certificate of Public Facilities Exemption.

Agenda Item: 25-0564

Attachments: 2025_0129_P102-083_DRT_STAFF_FINAL.docx
First Amendment to Seven J's North Industrial Park PUD Agreement(21570250.3).doc
2024_1211_P102-083 EXHIBIT D RMFSP.pdf
2024_1211_P102-083 APPLICATION.pdf
2024_1211_P102-083 DISCLOSURE OF INTEREST.pdf
2024_1211_P102-083 SIGN POSTING AFFIDAVIT.pdf
Staff Presentation

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: 25-0376

Attachments: SUPP MEMO (7 items)
1_Item #1 Cover Sheet.docx
1A_25.1.13 Edit Martin County Parks and Recreation Department SHAPR Agreement.docx
2_Item #2 Cover Sheet.docx
2A_444405-2 Draft LAP Agreement.pdf
2B_Accept_Resolution_2025-XXXX_444405-2.docx
2C_Budget Resolution_128006.xlsx
2D_2025-02-11 SR-714 SE Monterey Rd & CR-A1A Multimodal Pathway.pdf
3_Item #3 Cover Sheet.docx
3A_Award_Package_FAW-188139.pdf
4_Item #4 Cover Sheet.docx
4A_454788 2.5%_Replace_PAPIs_and_REILs.pdf
4B_13691_Budget_Reso_Replace_PAPIs_12-30.xlsx
5_Item #5 Cover Sheet.docx
5A_453359 2.5%-Hold_Bay_Extension_Const.pdf
5B_2025-02-11 Airport Pavement Rehabilitation.pdf
5C_13693_Budget_Reso_Hold_Bay_Extension_Const.xlsx
6_Item #6 Cover Sheet.docx
6A_453361 PTGA 2.5% and 80%.pdf
6B_2025-02-11 Airport Pavement Rehabilitation.pdf
6C_13692_Budget_Reso_Taxilane_B_Const.xlsx
7_Item #7 Cover Sheet.docx
7B_CIP SHEET 3618 MARTIN DOWNS WW REPUMP MODIFICATION.pdf

Supplemental Memorandum (7 items)

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

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

Agenda Item: 25-0387

Attachments: SUPP MEMO (3 items)
RFQ2024-3614_BathtubBeachSailfishPtBeachNourishment_ProfessionalSvcs_2027_Rebid_ListOfProposers.pdf
RFQ2024-3614_BathtubBeach_CIP.pdf
RFQ2024-3614_BathtubBeach_FothOlsen_Proposal.pdf
RFB2025-3638_PortSalernoPeninsulaNR_BidTabulation.pdf
RFB2025-3638_PortSalernoNR_CIP.pdf
RFB2025-3638_PortSalernoNR_CIP_Revised.pdf
RFB2025-3638_PortSalernoCRAImprovements_CIP.pdf
RFB2025-3638_PortSalernoNR_ConnectToProtect_USD_CIP.pdf
RFQ2023-3507_StLucieInlet_GahaganBryant_Amendment1.pdf
RFQ2023-3507_StLucieInlet_CIP.pdf

Supplemental Memorandum (3 items)

DEPT-3 **DISCUSS 2025 PRIORITIES OF THE BOARD OF COUNTY COMMISSIONERS**

The County Administrator has asked the Board of County Commissioners to submit their priorities lists for discussion during the regular meeting scheduled for February 11, 2025.

Agenda Item: 25-0602

Attachments: MCBOCC Priorities List 2025.docx

PUBLIC WORKS

DEPT-4 **REQUEST TO CONSIDER THE INSTALLATION OF STOP SIGNS ON SE JEFFERSON STREET AT ITS INTERSECTION WITH SE EVERGREEN AVENUE**

Residents of Golden Gate and its surrounding areas have requested the Public Works Department install STOP signs on SE Jefferson Street at its intersection with SE Evergreen Avenue. The Board is asked to consider the request.

Agenda Item: 25-0597

Attachments: Jefferson St STOP Sign Resolution.docx

DEPT-5 **CONSIDER APPROVAL OF A RESOLUTION ESTABLISHING THE ENVIRONMENTAL LANDS OVERSIGHT COMMITTEE**

Request for approval of a resolution establishing the Environmental Lands Oversight Committee (ELOC) in accordance with Section 6.(1)j of Ordinance No. 1221.

Agenda Item: 25-0596

Attachments: Draft Reso Establish Environmental Lands Oversight Committee_01292025.docx

PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.

ADJOURN

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Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 25-0346 | CNST-1 | **Meeting Date:** 2/11/2025

No Items

PLACEMENT: Consent

TITLE:

CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL

EXECUTIVE SUMMARY:

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

DEPARTMENT: Administration

PREPARED BY: **Name:** Krysti Brotherton
Title: Chief Procurement Officer

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

File ID: 25-0357 | CNST-2 | **Meeting Date:** 2/11/2025

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 January 13, 2025 and January 26, 2025. 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: Administrative Services Program Coordinator

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

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

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

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

n/a

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve the Warrant List for the period January 13, 2025 and January 26, 2025 and authorize the Chair to sign.

ALTERNATIVE RECOMMENDATIONS

n/a

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

CAROLYN TIMMANN

CLERK OF THE CIRCUIT COURT & COMPTROLLER
MARTIN COUNTY, FLORIDA

CONSTITUTIONAL COURTHOUSE COMPLEX
100 SE OCEAN BOULEVARD
STUART, FL 34994
MARTINCLERK.COM

January 28, 2025

To: The Honorable Sarah Heard, 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 January 13, 2025 – January 26, 2025

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 January 13, 2025, and January 26, 2025. Details related to individual disbursements may be requested through the office of the Martin County Clerk of Court and Comptroller or viewed at https://www.martin.fl.us/check-registry, using search criteria such as Payee/Vendor Name, Check Number, Vendor Invoice Number, and/or Minimum Amount. Additional information about accessing public records in the custody of the Clerk of the Circuit Court and Comptroller can be found at https://www.martinclerk.com/256/Public-Records or by emailing RecordRequest@martinclerk.com or calling 772-288-5576.

Martin County
Board Disbursements

January 13, 2025 through January 26, 2025

Disbursement Type	Check Range		Total
ACH / WIRES	!0016947-!0016990; !0017000-!0017048; G1101414-G1101427	$	4,138,433.71
Check Disbursements	B1149804-B1150183; B1150237-B1150239	$	3,519,285.03
Utility Refund Checks	B1150184-B1150236	$	6,088.70
E-Payable	E1103137-E1103168	$	352,662.38
P-Card	F1101142; F1101146	$	114,379.58
Wires	*see below	$	870,482.16
Payroll Checks	6003880-6003889	$	10,424.20
Payroll Direct Deposits	900619476-900620600	$	2,489,942.04
	Total Disbursements		$11,501,697.80
* Wire Detail:	Blue Cross Blue Shield		$870,482.16
	Debt Service		

Sue Konney
Prepared By: Sue Konney
Manager - Finance Division
1/28/2025
Date

Carolyn Timmann
Digitally signed by Carolyn Timmann
Date: 2025.01.28 16:19:00 -05'00'
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
1/28/2025
Date

Chair of the Board of County Commissioners
Date

HOBE SOUND BRANCH OFFICE
11730 SE FEDERAL HIGHWAY
HOBE SOUND, FL 33455
772.546.1308

MAILING ADDRESS
PO BOX 9016
STUART, FL 34995
772.288.5576

INDIANTOWN BRANCH OFFICE
16550 SW WARFIELD BOULEVARD
INDIANTOWN, FL 34956
772.223.7921

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 25-0499 | CNST-3 | **Meeting Date:** 2/11/2025

PLACEMENT: Consent

TITLE:
BOARD OF COUNTY COMMISSION MINUTES TO BE APPROVED

EXECUTIVE SUMMARY:
The Board is asked to approve minutes from the December 10, 2024 regular meeting.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Administrative Services Program Coordinator

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

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The document is attached.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION
Move that the Board approve the minutes as presented.

ALTERNATIVE RECOMMENDATIONS
Pull this item from the Consent Agenda and direct the Clerk of Court and/or staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☒ Other: Approved BCC Minutes (1)

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BOARD OF COUNTY COMMISSIONERS

DRAFT
12/10/2024 9:00 AM

MINUTES
COMMISSION CHAMBERS
2401 SE MONTEREY ROAD, STUART, FLORIDA 34996

COUNTY COMMISSIONERS
Sarah Heard, Chair
Edward V. Ciampi, Vice Chairman
Eileen Vargas, District 1
Stacey Hetherington, District 2
J. Blake Capps, District 3

Don G. Donaldson, P.E., County Administrator
Sarah W. Woods, County Attorney
Carolyn Timmann, Clerk of the Circuit Court and Comptroller

Students from the Gertrude Walden Child Care Center will sing holiday songs

CALL TO ORDER

Present: 5 - Commissioner Stacey Hetherington
Commissioner Eileen Vargas
Commissioner J. Blake Capps
Chair Sarah Heard
Vice Chair Edward V. Ciampi

Invocation ~ Reverend Anil K. Singh, Trinity United Methodist Church of Jensen Beach
Pledge of Allegiance ~ Heather Walden, US Navy Veteran

APPROVAL OF AGENDA

MOTION: A motion was made by Commissioner Hetherington, seconded by Commissioner Vargas, to approve the agenda with additional item DEPT-8. The motion carried by the following vote:

Aye: 5 - Commissioner Hetherington, Commissioner Vargas, Commissioner Capps, Chair Heard, and Vice Chair Ciampi

PROCLAMATIONS AND SPECIAL PRESENTATIONS

PROC-1 PRESENT A PLAQUE OF RECOGNITION AND APPRECIATION TO SYLVIE SZAFRANSKI UPON THE OCCASION OF HER RETIREMENT FROM SERVICE WITH THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

Sylvie Szafranski has dedicated 30 years of service to Martin County, all within the Library Department, serving in various roles in technology and, most recently, as the Library's Public Services Manager. A devoted employee, Sylvie's exemplary customer service and extensive institutional knowledge of our library services will be profoundly missed.

Agenda Item: 25-0303

Library Director Jennifer Salas presented Sylvie Szafranski with a plaque of recognition and appreciation upon the occasion of her retirement.

Sylvie Szafranski accepted the plaque and expressed her appreciation.

PROC-2 ADOPT AND PRESENT A PROCLAMATION RECOGNIZING NOAH'S DAY OF PLAY IN MARTIN COUNTY, FLORIDA

The Board is asked to adopt and present a proclamation recognizing Noah's Day of Play in Martin County, Florida.

Agenda Item: 25-0408

Communications Manager Laura Beaupre presented the proclamation to the Board.

Mark and Sharon Stanakis, parents of Noah Stanakis and The Children's Museum of the Treasure Coast CEO Tammy Calabria accepted the proclamation recognizing Noah's Day of Play in Martin County.

Vice Chair Ciampi shared heart-felt words with the family.

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

Aye: 5 - Commissioner Hetherington, Commissioner Vargas, Commissioner Capps, Chair Heard, and Vice Chair Ciampi

COMMENTS

1. Public (9:05 AM) - Please limit comments to three minutes.

Tom Pine addressed concerns with the County's CRAs and the cost of RV parks.

Robert Arensen expressed his frustration regarding the wetland preserve on his property. He shared that request for assistance was made by his brother-in-law Pat Arena at previous

BOCC meetings. Mr. Arensen urged the Board to resolve this issue.

Tammy Amerson addressed the Board regarding Wawa [PHQJ-2]. She spoke about the health impacts of benzene to those living in close proximity to gas stations. Ms. Amerson asked the Board to consider adopting a 500 foot health zone as adopted by other Florida counties.

The following members of the public addressed the Board regarding the Mango Terrace variance [PHQJ-1]: Rene Lessard More-shead, Charles Marshall, and Wayne Whitson.

Tami Karol addressed the Board in support of Wawa [PHQJ-2].

Walter Loyd spoke in opposition to Wawa [PHQJ-2].

2. Commissioners

AM

Commissioner Vargas requested the contact information for Robert Arensen.

Commissioner Capps announced he attended various events [ethics training at New Commissioner's Bootcamp; Village of Indiantown, City of Stuart, and Hobe Sound Christmas parades]. He also shared on Tuesday, December 17, 2024 there will be an event to honor Sheriff WIlliam Synder at the Boys & Girls Club; and a Western Lands Workshop at the Wolf High-Technology Center.

PM

Vice Chair Ciampi thanked his colleagues and staff for a successful year. He wished all a happy, safe, and festive holiday.

Commissioner Vargas asked the Board to consider a shorter agenda, or prioritize key items and/or postpone items to allow for additional preparation and review.

3. County Administrator

AM

County Administrator Don Donaldson shared updates with the Board regarding the New Water Resource Development Act. He thanked Chair Heard and her team for their efforts.

PM

County Administrator Don Donaldson informed the Board of a request to use Timer Powers Park for a festival with attractions in January. He stated an agenda item will be brought back on January 14th to consider the waiver of fees, insurance, and certain activities.

The Commissioners discussed the Village's use of Timer Powers Park and fee waivers. County Attorney Sarah Woods advised against waiving insurance for liability purpose. Commissioner Hetherington suggested a future agenda item to discuss the requirements for insurance.

County Administrator Don Donaldson recognized the Office of Community Development Manager Susan Kores for receiving special recognition from Martin Arts for their Eco-ripple Project. He also highlighted Tourism Director Nerissa Okiye for being recognized by the News Service of Florida for the 2024 Above and Beyond award. County Administrator Donaldson wished everyone a Merry Christmas and a Happy New Year.

County Attorney Sarah Woods wished everyone a happy holiday season.

CONSENT AGENDA

Approval of Consent Agenda

MOTION: A motion was made by Commissioner Capps, seconded by Commissioner Vargas, to approve the consent agenda. The motion carried by the following vote:

Aye: 5 - Commissioner Hetherington, Commissioner Vargas, Commissioner Capps, Chair Heard, and Vice Chair Ciampi

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: 25-0008

This item was approved.

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

In accordance with Chapter 136.06 of the Florida Statutes, the Board of County Commissioners is required to include checks and electronic payments in the meeting minutes. To meet these legal obligations, the Warrant List for disbursements between November 4, 2024 and November 24, 2024 is being presented on the Consent Agenda for approval by the Board. Further information on these disbursements can be accessed at the Martin County Clerk of Court and Comptroller's Office or online on the Clerk's website.

Agenda Item: 25-0015

This item was approved.

CNST-3 BOARD OF COUNTY COMMISSION MINUTES TO BE APPROVED

The Board is asked to approve minutes from the October 22, November 12, and November 19, 2024 regular meetings.

Agenda Item: 25-0068

This item was approved.

CNST-4 **NOTED ITEMS**

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

Agenda Item: 25-0018

This item was approved.

CNST-5 **BOARDS AND COMMITTEES STATUS REPORT**

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

Agenda Item: 25-0019

This item was approved.

CNST-6 **LOCAL PLANNING AGENCY SCHOOL DISTRICT APPOINTMENT**

The Board is asked to confirm the appointment of Juan CD Lameda to be the School District's non-voting representative on the Local Planning Agency.

Agenda Item: 25-0045

RESOLUTION NO. 24-12.1

This item was approved.

CNST-7 **TREASURE COAST REGIONAL PLANNING COUNCIL MUNICIPAL APPOINTMENTS**

The Board is asked to confirm the appointment of Commissioner Vinny Barile as the Town of Sewall's Point primary municipal appointment. The Village of Indiantown's alternate municipal appointment to the Treasure Coast Regional Planning Council (TCRPC) will not be decided until their December 12th meeting, therefore, Administration will prepare a Consent Agenda Item for a January meeting naming the Village of Indiantown's alternate municipal appointment to the TCRPC.

Agenda Item: 25-0247

This item was approved.

CNST-8 **ADOPT A PROCLAMATION DECLARING NATIONAL CERTIFIED REGISTERED NURSE ANESTHETISTS WEEK IN MARTIN COUNTY, FLORIDA**

The Board is asked to adopt a proclamation declaring National Certified Registered Nurse Anesthetists Week in Martin County, Florida.

Agenda Item: 25-0289

This item was approved.

CNST-9 **ADOPT A PROCLAMATION DECLARING WEEK OF GIVING IN MARTIN COUNTY, FLORIDA**

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

Agenda Item: 25-0343

This item was approved.

CNST-10 **ADOPT A PROCLAMATION DECLARING JANUARY 27-31, 2025 CELEBRATE LITERACY WEEK IN MARTIN COUNTY, FLORIDA**

The Board is asked to adopt a proclamation declaring January 27-31, 2025 Celebrate Literacy Week in Martin County, Florida.

Agenda Item: 25-0344

This item was approved.

CNST-11 **ADOPT A PROCLAMATION RECOGNIZING HUMAN TRAFFICKING AWARENESS MONTH IN MARTIN COUNTY, FLORIDA**

The Board is asked to adopt a proclamation recognizing Human Trafficking Awareness Month in Martin County, Florida.

Agenda Item: 25-0402

This item was approved.

CNST-12 **ADOPT A PROCLAMATION RECOGNIZING THE 100TH ANNIVERSARY OF THE FOUNDING OF MARTIN COUNTY, FLORIDA**

The Board is asked to adopt a proclamation recognizing the 100th Anniversary of the Founding of Martin County, Florida.

Agenda Item: 25-0409

This item was approved.

CNST-13 **ADOPT A PROCLAMATION COMMENDING JOHN PATRICK DYE UPON THE ACHIEVEMENT OF EAGLE SCOUT**

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

Agenda Item: 25-0410

This item was approved.

CNST-14 **ADOPT A PROCLAMATION COMMENDING BRENDAN TAYLOR DYE UPON THE ACHIEVEMENT OF EAGLE SCOUT**

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

Agenda Item: 25-0411

This item was approved.

BUILDING

CNST-15 **REQUEST FOR APPROVAL OF FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER REGARDING THE CODE ENFORCEMENT CASE OF ALISHIA C. PARISH CASE NUMBER ENF2022110663**

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 Alishia C. Parish.

Agenda Item: 25-0311

This item was approved.

GROWTH MANAGEMENT

CNST-16 REQUEST TO INITIATE AN AMENDMENT TO THE FUTURE LAND USE MAP FOR A PROPERTY LOCATED ON THE NORTHEAST CORNER OF SE WILLOUGHBY BOULEVARD AND SE CORAL LAKES WAY TO ALLOW FOR UTILITIES IMPROVEMENTS

The subject site is a County-owned property that would serve a public purpose with a Utility Vacuum Pump Building in support of the Martin County Septic to Sewer Program. The Utilities Department has provided engineering plans for the area on which the structure will be placed. It is now necessary to assign the appropriate Future Land Use designation, which requires an amendment to the Comprehensive Growth Management Plan, specifically the Future Land Use Map. The Future Land Use designation of Institutional-General, along with the appropriate zoning district will allow for the development of utilities on the subject site.

Agenda Item: 25-0268

RESOLUTION NO. 24-12.2

This item was approved.

CNST-17 REQUEST TO RELEASE A UNITY OF TITLE FOR LOT 6 AND LOT 7, BLOCK 2, CORONA DEL RIO PLAT

Stephanie Shideler and Troy Pulley have requested the release of Unity of Title affecting the subject property described as Lot 6 and Lot 7, Block 2, Corona Del Rio, according to the plat thereof as recorded in Plat Book 3, Page 43 of the public records of Martin County, Florida. The subject property is located at 1567 NE Sottong Avenue, Jensen Beach.

Agenda Item: 25-0278

RESOLUTION NO. 24-12.3

This item was approved.

PUBLIC WORKS

CNST-18 ADOPTION OF A RESOLUTION APPROVING AND ACCEPTING 27 PERPETUAL EASEMENTS ALONG NE OCEAN BOULEVARD AND NE MACARTHUR BOULEVARD IN JENSEN BEACH TO REPLACE THE CURRENT 50-YEAR EASEMENTS

This is a request for the adoption of a Resolution approving and accepting 27 Perpetual Easements from property owners along NE Ocean Boulevard and NE MacArthur Boulevard for the 4-mile beach renourishment project.

Agenda Item: 25-0266

RESOLUTION NO. 24-12.4

This item was approved.

CNST-19 FINAL APPROVAL OF A VACANT LAND CONTRACT AND ADOPTION OF A RESOLUTION ACCEPTING A WARRANTY DEED FOR THE ACQUISITION OF TWO PARCELS TOTALING TWO ACRES IN PALM BEACH HEIGHTS FOR CONSERVATION PURPOSES

This is a request for final approval of a Vacant Land Contract and adoption of a Resolution approving and accepting a Warranty Deed from Mary A. Shulse, for the acquisition of two noncontiguous parcels of vacant land totaling two acres, located in Palm Beach Heights (Pal-Mar) for conservation purposes, totaling $15,000.00.

Agenda Item: 25-0277

RESOLUTION NO. 24-12.5

This item was approved.

CNST-20 APPROVAL OF A SOVEREIGNTY SUBMERGED LANDS LEASE (SSLL) RENEWAL AND MODIFICATION WITH THE TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND (TIITF) FOR THE INCREASED SQUARE FOOTAGE OF DOCKS AT CHARLIE LEIGHTON PARK IN PALM CITY

Request approval of a SSLL Renewal and Modification to Increase Square Footage to operate three courtesy docking facilities, boat ramp, and observation piers at Charlie Leighton Park, a County owned and maintained park in Palm City.

Agenda Item: 25-0283

This item was approved.

CNST-21 ADOPT A RESOLUTION APPROVING AND ACCEPTING A WARRANTY DEED FOR RIGHT-OF-WAY DEDICATION ON SE HYDRANGEA STREET FROM RARE CAPITAL PARTNERS LLC, AS A CONDITION OF APPROVAL PLAT FOR THE PRESERVE AT SALERNO

This is a request for the adoption of a resolution approving and accepting a Warranty Deed for 30 feet of dedicated right-of-way (ROW) on SE Hydrangea Street in Stuart from Rare Capital Partners LLC, Florida limited liability company (RARE), as a condition of approval of the plat for the Preserve at Salerno.

Agenda Item: 25-0290

RESOLUTION NO. 24-12.6

This item was approved.

CNST-22 FIRST AMENDMENT TO THE CONTRACT BETWEEN SENIOR RESOURCE ASSOCIATION AND THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS TO PROVIDE ADDITIONAL LOCAL OVERMATCH TO THE TRANSPORTATION DISADVANTAGED TRIP & EQUIPMENT (T&E) GRANT FY 2025

At the December 10, 2024, BOCC meeting, the Martin Metropolitan Planning Organization (MPO) Staff will request that the BOCC approve the First Amendment to the contract between Senior Resource Association and the Martin County Board of County Commissioners to provide additional local overmatch to the Transportation Disadvantaged Trip & Equipment Grant FY25.

Agenda Item: 25-0322

This item was approved.

UTILITIES AND SOLID WASTE

CNST-23 **INTERLOCAL AGREEMENTS REGARDING EMERGENCY INTERCONNECTION OF WASTEWATER TREATMENT SYSTEMS AND WATER SUPPLY TREATMENT SYSTEMS BETWEEN MARTIN COUNTY AND THE CITY OF STUART**

Martin County Utilities currently has multiple interconnects with the City of Stuart, one wastewater and three water interconnects. The Interlocal Agreement for wastewater expired on January 24, 2020, and the water expired on February 22, 2019. Two new Interlocal Agreements have been drafted - one for wastewater and one for water. Both Interlocal Agreements were approved by the City of Stuart on November 12, 2024.

Agenda Item: 25-0292

This item was approved.

BOARD AND COMMITTEE APPOINTMENTS

B&C-1 **COMMUNITY REDEVELOPMENT AGENCY BOARD MEMBER APPOINTMENTS AND CHAIR AND VICE CHAIR DESIGNATIONS**

This is a request for the Board of County Commissioners to make the necessary appointments to the Community Redevelopment Agency (CRA) for the at-large, Rio, Old Palm City, Jensen Beach, and Golden Gate positions and to designate a Chair and Vice Chair of the CRA.

Agenda Item: 25-0160

Administrative Services Program Coordinator Donna Gordon introduced the item to the Board. County Attorney Sarah Woods and Office of Community Development Manager Susan Kores assisted with Board questions.

The Board continued this item to the January 14, 2025 meeting.

MOTION: A motion was made by Commissioner Hetherington, seconded by Commissioner Capps, to continue the appointments until January 14, 2025. The motion carried by the following vote:

Aye: 5 - Commissioner Hetherington, Commissioner Vargas, Commissioner Capps, Chair Heard, and Vice Chair Ciampi

PUBLIC HEARINGS

PH-1 **PUBLIC HEARING AND FINAL ASSESSMENT RESOLUTION FOR THE EVERGREEN/WINDSTONE WATER MAIN MUNICIPAL SERVICE BENEFIT UNIT**

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

Agenda Item: 25-0213

RESOLUTION NO. 24-12.9

Utilities and Solid Waste Senior Project Manager David Duncan presented the item to

the Board. Utilities Chief Project Manager Phil Keathley and County Administrator Don Donaldson assisted with Board questions.

Vice Chair Ciampi complimented staff on their efforts.

Chair Heard solicited public comment; none was heard.

MOTION: A motion was made by Vice Chair Ciampi, seconded by Commissioner Hetherington, to approve staff's recommendation. The motion carried by the following vote:

Aye: 5 - Commissioner Hetherington, Commissioner Vargas, Commissioner Capps, Chair Heard, and Vice Chair Ciampi

PH-2 **PUBLIC HEARING TO ADOPT NOTICE OF INTENT RESOLUTION REQUIRED BY SECTION 197.3632, FLORIDA STATUTES FOR SPECIAL ASSESSMENTS**

Public hearing to adopt a non-binding resolution declaring the Board's intent to use the uniform method of collection for certain proposed non-ad valorem assessments that may be imposed within certain municipal service benefit units to be established for road paving and ancillary drainage, dredging services, storm water services and facilities, and water and/or wastewater.

Agenda Item: 25-0306

RESOLUTION NO. 24-12.10

Utilities and Solid Waste Senior Project Manager David Duncan presented the item to the Board. Utilities Chief Project Manager Phil Keathley, County Administrator Don Donaldson, and County Attorney Sarah Woods assisted with Board questions.

Chair Heard solicited public comment; none was heard.

MOTION: A motion was made by Commissioner Hetherington, seconded by Commissioner Vargas, to approve staff's recommendation. The motion carried by the following vote:

Aye: 5 - Commissioner Hetherington, Commissioner Vargas, Commissioner Capps, Chair Heard, and Vice Chair Ciampi

PUBLIC HEARINGS QUASI-JUDICIAL

PHQJ-1 **PUBLIC HEARING TO CONSIDER A REQUEST FOR A RIGHT-OF-WAY WIDTH VARIANCE FOR NE MANGO TERRACE**

This is a request by Frank and Michele Cacella to adopt a resolution granting a variance for the right-of-way width for NE Mango Terrace. In addition, the Board is requested to accept NE Mango Terrace into the County's Road Inventory as publicly owned and maintained upon the issuance of the Road Opening Permit and the County Engineer's acceptance of the construction of the roadway.

Agenda Item: 25-0333

RESOLUTION NO. 24-12.11

Ex parte communication disclosures were filed by the Commissioners. There were no interveners. The participants were sworn in by the deputy clerk.

COUNTY: County Engineer Michael Grzelka provided staff's presentation to the Board. Deputy County Attorney Elysse Elder and County Administrator Don Donaldson assisted with Board questions.

The following County exhibit was filed for the record: (1) agenda item.

APPLICANT: Fox McCluskey Attorney Tyson Waters addressed the Board on behalf of the applicant in support of staff's recommendation; no presentation was given. The property owner Frank Cacella addressed the Board.

Chair Heard solicited public comment; none was heard.

MOTION: A motion was made by Commissioner Capps, seconded by Vice Chair Ciampi, to approve staff's recommendation. The motion carried by the following vote:

Aye: 3 - Commissioner Vargas, Commissioner Capps, and Vice Chair Ciampi

Nay: 2 - Commissioner Hetherington, and Chair Heard

PHQJ-2 **PUBLIC HEARING TO REQUEST APPROVAL OF THE MAJOR FINAL SITE PLAN FOR WAWA - KANNER & LOCKS (F113-005)**

This is a request by Engineering Design & Construction, Inc., on behalf of Kanner Investment Partners, LLC, for approval of a major final site plan to construct an approximately 5,537-square-foot convenience store including 12 fueling stations and associated infrastructure. The subject site consists of an approximately 2.29-acre undeveloped parcel located at the southwest corner of SW Locks Road and SW Kanner Highway, in Stuart. Included is a request for a Certificate of Public Facilities Reservation.

Agenda Item: 25-0312

RESOLUTION NO. 24-12.7 and 24-12.8

Ex parte communication disclosures were filed by the Commissioners. Affidavit of mailers were filed at the LPA. There were no interveners. The participants were sworn in by the deputy clerk.

COUNTY: Growth Management Senior Planner John Sinnott provided staff's presentation to the Board. Growth Management Director Paul Schilling, County Engineer Michael Grzelka, County Administrator Don Donaldson, and Deputy County Attorney Elysse Elder assisted with Board questions.

The following County exhibits were filed for the record: (1) agenda item/staff report and (2) John Sinnott's resume.

APPLICANT: Fox McCluskey Attorney Tyson Waters addressed the Board in support of staff's recommendation. Matthew Williams with Matthew Development and Kendrick

Investors addressed the Board on behalf of the applicant. EDC Haley Ward Civil Engineer David Baggett provided the project overview. Luke Lambert with O'Rourke Engineering and Planning addressed the Board regarding the traffic signals.

The following applicant's exhibits were filed for the record: (1) Brad Currie's resume, (2) David Baggett's resume, (3) Luke Lambert 's resume, (4) Jeff Smith's resume, and (5) Noel Campbell's resume.

The Board discussed remedies and directed staff to bring back an agenda item for funding, and to initiate a project for additional turn lanes at the intersection of Locks Road and Kanner Highway.

The following members of the public addressed the Board: Christine Truitt, Len Burke, Jennifer Blot, Eileen Weisgerber, Peter Leon, Sharon Rieck, Paul Fulks, Rick Osborn, Pual Gedwed, Gene Reiff, Brandi Fulks, Fazlul Ahmed, and Roberta Moss.

MOTION: A motion was made by Commissioner Capps, seconded by Commissioner Hetherington, to approve staff's recommendation. The motion carried by the following vote:

Aye: 4 - Commissioner Hetherington, Commissioner Vargas, Commissioner Capps, and Chair Heard

Nay: 1 - Vice Chair Ciampi

Agenda Item: 25-0312

MOTION: A motion was made by Commissioner Capps, seconded by Commissioner Vargas, to direct staff to initiate a project to add additional lanes for stacking at the Locks Road intersection; and to bring back an additional item for funding the project. The motion carried by the following vote:

Aye: 5 - Commissioner Hetherington, Commissioner Vargas, Commissioner Capps, Chair Heard, and Vice Chair Ciampi

DEPARTMENTAL

ADMINISTRATION

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

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

Agenda Item: 25-0025

RESOLUTION NOs. 24-12.12 through 24-12.17

OMB Director Stephanie Merle presented the items to the Board.

The following items were approved: (1) 2025 Transportation Alternative Set Aside Program for Fisherman's Cove Sidewalk Project, (2) FY 2025 Florida Safe Route to School Infrastructure Grant for NE South Street, (3) State of Florida DEP for Cypress Creek Floodplain Restoration Project, (4) Public Transportation Grant for FY 2025 Public Transit Block Grant, (5) Florida Department of Help Americans Vote Act for Election Security Enhancement, (6) Radiological Emergency Preparedness Agreement, and (7) Full-time Employee Position for Human Services Department.

MOTION: A motion was made by Commissioner Hetherington, seconded by Commissioner Vargas, to approve to approve staff's recommendation. The motion carried by the following vote:

Aye: 5 - Commissioner Hetherington, Commissioner Vargas, Commissioner Capps, Chair Heard, and Vice Chair Ciampi

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

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

Agenda Item: 25-0031

Chief Procurement Officer Krysti Brotherton presented the items to the Board. County Administrator Don Donaldson assisted with Board questions.

The following items were approved: A (1) Evergreen Country Club /Windstone Subdivision Water Main Extensions, B (1) Tropical Farms Water Treatment Plant Expansion, (2) Professional Services for the MacArthur Boulevard Beach & Dune Project, (3) Professional Services for the Hutchinson Island Shore Protection Project, and (4) Professional Engineering Services related to Solid Waste and Landfill contract.

MOTION: A motion was made by Commissioner Hetherington, seconded by Commissioner Vargas, to approve staff's recommendation. The motion carried by the following vote:

Aye: 5 - Commissioner Hetherington, Commissioner Vargas, Commissioner Capps, Chair Heard, and Vice Chair Ciampi

DEPT-3 **MARTIN COUNTY LOCAL BILL REQUEST - INMATE MEDICAL COSTS**

This presentation will highlight a proposed local bill addressing the cost of inmate medical care in the Martin County Jail. Members from the Martin County Sheriff’s Office will discuss the process at the jail for obtaining medical care. Martin County staff will discuss the current costs and potential savings, and the bill itself.

Agenda Item: 25-0414

Legislative Coordinator Sarah Powers presented the item to the Board. Assistant County Administrator Matthew Graham presented the Inmate Medical data. Martin County Sheriff's Office Chief Financial Officer Kevin Youngblood and Assistant County

Attorney Frank Moehrle assisted with Board questions.

MOTION: A motion was made by Commissioner Hetherington, seconded by Commissioner Vargas, to proceed with inmate medical and add it to the legislative priorities. The motion carried by the following vote:

Aye: 5 - Commissioner Hetherington, Commissioner Vargas, Commissioner Capps, Chair Heard, and Vice Chair Ciampi

GROWTH MANAGEMENT

DEPT-4 REQUEST TO DISCUSS A TEXT AMENDMENT TO THE COMPREHENSIVE GROWTH MANAGEMENT PLAN REVISING THE RURAL LIFESTYLE FUTURE LAND USE DESIGNATION

Staff seeks direction regarding revisions to the text of the Rural Lifestyle future land use designation.

Agenda Item: 25-0397

RESOLUTION NO. 24-12.18

Comprehensive Planning Administrator Clyde Dulin presented the item to the Board. Growth Management Director Paul Schilling, County Administrator Don Donaldson, and Deputy County Attorney Elysse Elder assisted with Board questions.

MOTION: A motion was made by Commissioner Capps, seconded by Commissioner Vargas, to further amend the text of the Rural Lifestyle Future Land Use designation according to the resolution. The motion carried by the following vote:

Aye: 5 - Commissioner Hetherington, Commissioner Vargas, Commissioner Capps, Chair Heard, and Vice Chair Ciampi

PUBLIC WORKS

DEPT-5 FUTURE FIRE STATION ANALYSIS

The Board is asked to accept the Future Fire Station Analysis, which looks at the existing Levels of Service and future growth in the western areas of Martin County.

Agenda Item: 25-0261

Public Works Director Jim Gorton introduced the item to the Board. Metro Forecasting Models CEO David Farmer provided the presentation. Martin County Fire Rescue Fire Chief Chad Ciancuilli, County Administrator Don Donaldson, and Chief Project Engineer Lisa Wichser assisted with Board questions.

The Commissioners discussed funding and relocation of the current Tropical Farms fire station.

MOTION: A motion was made by Vice Chair Ciampi, seconded by Commissioner Hetherington, to approve the draft fire station analysis. The motion carried by the following vote:

Aye: 4 - Commissioner Hetherington, Commissioner Vargas, Commissioner Capps, and Vice Chair Ciampi

Nay: 1 - Chair Heard

DEPT-6 **UPDATE ON SMALL-CELL WIRELESS (5G) PERMITTING IN MARTIN COUNTY**

Over the past five years, telecommunications companies have been developing a network of small wireless communication facilities to deliver 5G cellular service nationwide. This item will provide an update on the permitting of small-cell wireless infrastructure within Martin County.

Agenda Item: 25-0309

Assistant County Engineer Matthew Hammond provided the presentation to the Board. Deputy County Attorney Elysse Elder assisted with Board questions.

Property owner Michael Schellmo addressed the Board regarding this item.

MOTION: A motion was made by Vice Chair Ciampi, seconded by Commissioner Hetherington, to approve a Chair letter to AT&T, the appropriate departments, and copy Representative Overdorf, Senator Harrell, and Congressman Mast. The motion carried by the following vote:

Aye: 5 - Commissioner Hetherington, Commissioner Vargas, Commissioner Capps, Chair Heard, and Vice Chair Ciampi

DEPT-7 **ENVIRONMENTAL LANDS OVERSIGHT COMMITTEE (ELOC) GUIDANCE**

The purpose of this item is to seek guidance from the Board of County Commissioners (BOCC) regarding the structure and function of the Environmental Lands Oversight Committee (ELOC). The establishment of an ELOC was mandated by Ordinance #1221, which authorized the 2024 Conservation Lands Sales Tax Referendum. This ordinance proposed a 0.5 cent sales tax on specific purchases for a ten-year period. A key requirement of the ordinance is the formation of a nine-member citizen oversight committee tasked with reviewing, evaluating, and recommending potential conservation land acquisitions funded by the sales tax revenue.

Agenda Item: 25-0417

Environmental Resource Administrator John Maehl introduced the item to the Board. Public Works Senior Project Manager Michael Yustin, County Attorney Sarah Woods, and Senior Assistant County Attorney Sebastian Propraski assisted with Board questions.

The Board discussed and provided guidance on which organizations will represent the Environmental Lands Oversight Committee.

COUNTY ATTORNEY

DEPT-8 **REQUEST APPROVAL OF SETTLEMENT AGREEMENT AND RELEASE OF LIABILITY BETWEEN R ERIK, LLC A FLORIDA LIMITED LIABILITY COMPANY AND MARTIN COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, CASE 23-14109-CIV-CANNON**

Staff recommends approval of a settlement agreement and release of liability between Plaintiff, R Erik, LLC and Defendant, Martin County in connection with a Federal lawsuit

challenging an ordinance prohibiting the sale of cats and dogs from pet stores and a transfer of fund from General Fund Reserves.

Agenda Item: 25-0425

Senior Assistant County Attorney Melissa Pietrzyk provided the item to the Board.

MOTION: A motion was made by Vice Chair Ciampi, seconded by Commissioner Hetherington, to approve staff's recommendation. The motion carried by the following vote:

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

Nay: 1 - Commissioner Vargas

PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.

There were none at this time.

ADJOURN

The Board of County Commissioners December 10, 2024 meeting adjourned at 5:28 p.m.

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

_____
Sarah Heard, Chair
Board of County Commissioners

Minutes approved:

_____

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Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 25-0582 | CNST-4 | **Meeting Date:** 2/11/2025

PLACEMENT: Consent

TITLE:

ADOPT A PROCLAMATION DECLARING 2-1-1 AWARENESS MONTH IN MARTIN COUNTY, FLORIDA

EXECUTIVE SUMMARY:

The Board is asked to adopt a proclamation declaring 2-1-1 Awareness Month that will be presented at the February 25, 2026 meeting.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Administrative Services Program Coordinator

REQUESTED BY: Dana Stonebraker, Communications Specialist

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Board is asked to adopt a proclamation that will be presented on February 25, 2025.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the proclamation that will be presented on February 25, 2025.

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 2-1-1 Awareness Month in Martin County, Florida

Whereas, 211 HelpLine has answered over 3 million calls since its inception in 1971 and tens of thousands of people reach out to 211 HelpLine each year; and

Whereas, during these challenging times that seem increasingly uncertain, 211's highly trained and accredited staff continue to be frontline responders available 24/7; and

Whereas, 211 is that central access number where individuals and families, people of all ages and walks of life, can find life-saving crisis support and guidance, and 211 continues to be that beacon of HOPE; and

Whereas, people have expressed growing struggles with mental and emotional health, addiction, and the ability to meet their basic needs of housing, utility payments, food and other concerns; 211's caring staff listen to each and every person to provide available resource options and to help them strategize and problem solve; and

Whereas, 211 also has specialized advocacy and support programs for the community that include Caregiver Support, Help Me Grow, Elder Crisis Outreach and 211's life-saving "Sunshine" daily calls for lonely and isolated seniors and caregivers; and

Whereas, 211 is also the infrastructure and responder for the 988 Lifeline number and additional support lines that include First Responders and MYFLVET for veterans with peer-to-peer support and assistance for these specialized groups and their families.

Now, therefore, be it proclaimed by the Martin County Board of County Commissioners that February 2025 is recognized as 211 Awareness Month in Martin County, Florida. Further, the board urges all citizens to be aware that if they are overwhelmed and in crisis or just need to talk, 211 is available any time of the day or night.

Presented this Twenty-fifth Day of February 2025

ATTEST:

_____
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS

_____
SARAH HEARD, CHAIR

_____
EDWARD V. CIAMPI, VICE CHAIRMAN

_____
EILEEN VARGAS, COMMISSIONER

_____
STACEY HETHERINGTON, COMMISSIONER

_____
J. BLAKE CAPPS, COMMISSIONER

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 25-0450 | CNST-5 | **Meeting Date:** 2/11/2025

PLACEMENT: Consent

TITLE:

HEALTH FACILITIES AUTHORITY APPOINTMENT

EXECUTIVE SUMMARY:

After solicitation of applicants due to a member's term expiring, the Board is asked to make the necessary appointment to the Health Facilities Authority.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Administrative Services Program Coordinator

REQUESTED BY: Attorney John Flanagan, Liaison

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Health Facilities Authority was created pursuant to Florida Statute Section 154.207 and Resolution No. 82-2.13. The Authority is a local governmental body created as a public body corporate and politic and constituted as a public instrumentality for the purposes of assisting in the development and maintenance of health facilities and projects as defined in Chapter 154, Part III, Florida Statutes, as amended. The Authority is created and authorized to act for the purpose of financing and refinancing projects as defined in the Health Facilities Authorities Law, Chapter 154, Part III, Florida Statutes, as amended, for the public purposes described in and in the manner provided by the Health Facilities Authorities Law, as amended.

The Authority shall be comprised of five members who are residents and electors of the County. After initial appointment, the term of office for each member shall be for four years. The Health Facilities Authority meets as needed at the Administrative Center.

The Administration Staff advised Dr. Anita Cocoves that her term will expire on February 22, 2025. The incumbent was provided an Application for Appointment to complete and return if so desired, however, she has not submitted an application at this time.

An Information Release soliciting applicants was emailed via Constant Contact to the Outreach Martin and Local Media email lists which includes local Chambers of Commerce, local businesses,

local media, and citizens. The Information Release was also posted to the County's web page under News.

The Administration Staff will advise Dr. Bromberg, the only qualified applicant, of the Commission's decision which will include Sunshine Law information. A Chair letter and framed Certificate of Appreciation will be mailed to Dr. Cocoves. The Chair will sign the letter and certificate.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable law.

RECOMMENDED ACTION:

RECOMMENDATION

1) Move that the Board appoint Jordan Bromberg to the Health Facilities Authority for a term to begin February 23, 2025 and end February 22, 2029.
2) Move that the Board authorize the Chair to sign the Resolution of Appointment and letter and certificate for Dr. Cocoves.

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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Health Facilities Authority

Created Pursuant to Part III, Chapter 154, Florida Statutes & Resolution No. 82-2.13

Powers & Duties:
The purpose of the Authority to issue tax exempt obligations to finance projects for not-for-profit health facilities located in Martin County (or other jurisdictions by interlocal agreement. Defined in Florida Statute 154.207. The service area is Martin County, Florida. Service is issuing tax exempt obligations to finance projects of not-for-profit health facilities. The Authority has no taxing authority. It assesses fees against applicants for its services.

How Appointed:
Appointed by the Board of County Commissioners to terms of four years by resolution.

Terms:
The Board of County Commission shall appoint, for terms of four years each, a member or members to succeed those whose terms expire. The Board of County Commission shall fill any vacancy for an unexpired term. A member of the Authority shall be eligible for reappointment.

Meetings:
Meetings are held as needed but always once each year.

Contact Information:
The address for all members of the Authority is:
c/o Martin County Health Facilities Authority
Nason, Yeager, Gerson, Harris & Fumero, P.A.
3001 PGA Boulevard, Suite 305
Palm Beach Gardens, FL 33410

Fiscal Year:
October 1-September 30.

Establishment:
Created pursuant to Part III, Chapter 154, Florida Statutes, and action by the Martin County Board of Commission by Resolution 82-2.13.

Authority Address:
c/o John F. Flanigan, Esquire
Nason, Yeager, Gerson, Harris & Fumero, P.A.
3001 PGA Boulevard, Suite 305
Palm Beach Gardens, FL 33410
jflanigan@nasonyeager.com (561) 627-8166

Service Area:
Martin County, Florida. Service is issuing tax exempt and other obligations to finance projects of not-for-profit health facilities.

Taxes/Fees:
The Authority has no taxing power. It presently levies application fees against applicants for its services according to an established fee schedule.

Primary Contact Information:
John F. Flanigan, Esquire
Nason, Yeager, Gerson, Harris & Fumero, P.A.
3001 PGA Boulevard, Suite 305
Palm Beach Gardens, FL 33410

Code of Ethics:
The Authority has not established a code of ethics, but members abide by the Martin County ethics ordinances and complete required ethics' training as required by law.

Budget for 2023/2024
Revenues
Filing fees - $2,000.00
Total Revenues - $2,000.00

Expenses
State filing fees - $175.00
Publish notices of meetings - $500.00
Attorney's costs - $100.00
Total costs - $775.00

Audit:
The Authority is not required by law to have an audit because of the level of its revenues and expenses.

Liaison: John Flanigan

Member	Position	Appointed	Term End
Louis Mark Corcorullo	Member	08/06/2024	02/23/2026
Anita Cocoves, Ph.D.	Member	02/24/2005	02/22/2025
Teena-Louise White	Member	04/19/2011	04/22/2027
Charles Cleaver	Member	09/26/2021	09/25/2025
Marshall Brent Waddell	Member	02/24/2018	02/23/2026

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BEFORE THE BOARD OF COUNTY COMMISSIONERS

MARTIN COUNTY, FLORIDA

RESOLUTION NO. 82-2.13

(Regarding the Martin County Health Facilities Authority)

A RESOLUTION DECLARING THAT THERE IS A NEED FOR A HEALTH FACILITIES AUTHORITY IN MARTIN COUNTY, FLORIDA; PROVIDING FOR THE ACTIVATION AND AUTHORIZATION TO ACT OF THE MARTIN COUNTY HEALTH FACILITIES AUTHORITY; DESIGNATING THE MEMBERS OF SAID AUTHORITY AND FIXING THEIR RESPECTIVE TERMS OF OFFICE; AND MAKING OTHER PROVISIONS WITH RESPECT THERETO; ALL PURSUANT TO CHAPTER 154, PART III, FLORIDA STATUTES, AS AMENDED.

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

SECTION 1. The Board of County Commissioners of Martin County, Florida (hereinafter called the "Commission"), hereby finds, determines and declares:

(a) Chapter 154, Part III, Florida Statutes, as amended, allows the creation in each county of the State of Florida a local governmental body as a public body corporate and politic, known as a health facilities authority, and constituted as a public instrumentality for the purpose of assisting in the development and maintenance of health facilities and the public health;

(b) Chapter 154, Part III, Florida Statutes, as amended, provides that such authorities are created for the purpose of financing and refinancing projects as defined in the Health Facilities Authorities Law, Chapter 154, Part III, Florida Statutes, as amended, for the public purposes described in, and in the manner provided by, such Act, as amended;

(c) Chapter 154, Part III, Florida Statutes, as amended, authorizes any such authority to transact business and exercise its powers under the provisions of such statutes, upon the adoption of a resolution by the board of county commissioners or other body charged with governing the county, declaring that there is a need for an authority in the county and designating the initial members of such authority; and

(d) there exists a need for the development and financing of health facilities and other projects as defined in the Act in Martin County, Florida (hereinafter called the "County"), and there is such a need for an authority in the County as provided for in Chapter 154, Part III, Florida Statutes, as amended.

SECTION 2. A health facilities authority for Martin County is hereby created and the name of such authority shall be the "Martin County Health Facilities Authority" (hereinafter called the "Authority"). The Authority is a local governmental body created as a public body corporate and politic and constituted as a public instrumentality for the purposes of assisting in the development and maintenance of health facilities and projects as defined in Chapter 154, Part III, Florida Statutes, as amended, and the Authority is created and authorized to act for the purpose of financing and refinancing projects as defined in the Health Facilities Authorities Law, Chapter 154, Part III, Florida Statutes, as amended, for the public purposes described in and in the manner provided by, such Act, as amended.

SECTION 3. The following persons who are residents and electors of the County are hereby designated as the initial members of the Authority, each of whom shall serve for a term beginning on the date of adoption of this resolution

EXHIBIT 49-15

and ending upon the expiration of the period set forth opposite his or her name, and until his or her successor is appointed and has qualified:

James Schmoyer	One Year
Homer Greene	Two Years
John H. Crane	Three Years
William E. Owens	Four Years
A. A. Hendry III	Four Years

SECTION 4. Hereafter, the Commission shall appoint for terms of four years each a member or members of the Authority to succeed those whose terms expire. The Commission shall fill any vacancy for an unexpired term. A member of the Authority shall be eligible for reappointment. Any member of the Authority may be removed by the Commission for misfeasance, malfeasance, or willful neglect of duty. Each member of the Authority, before entering upon his duties, shall take and subscribe the oath or affirmation required by the state constitution. A record of each such oath shall be filed with the Department of State and with the clerk of the Commission.

SECTION 5. The Authority shall annually elect one of its members as chairman and one as vice chairman. The Authority shall keep a record of its proceedings and shall be custodian of all books and of its minute book or journal and official seal. The Authority shall cause copies to be made of all its minutes and other records and documents and shall give certificates under its official seal to the effect that such copies are true copies, and all persons dealing with it may rely upon such certificates. Three members of the Authority shall constitute a quorum, and the affirmative vote of a majority of the members present shall be necessary for any action taken by the Authority. However, any action may be taken by the Authority with the unanimous consent of all of its members. No vacancy in the membership of the Authority shall impair the right of a quorum to exercise all the rights and perform all the duties of the Authority. Any action taken by the Authority under the provisions of Chapter 154, Part III, Florida Statutes, as amended, may be authorized by resolution at any regular or special meeting, and each such resolution shall take effect immediately and need not be published or posted. All meetings of the Authority, as well as all records, books, documents, and papers, shall be open and available to the public in accordance with Section 286.011, Florida Statutes, 1981. The members of the Authority shall receive no compensation for the performance of their duties hereunder, but each member shall be paid his necessary expenses incurred while engaged in the performance of such duties pursuant to Section 112.061, Florida Statutes, 1981. The Authority shall exercise those powers set forth in Chapter 154, Part III, Florida Statutes, as amended.

SECTION 6. All expenses incurred in carrying out the provisions of Chapter 154, Part III, Florida Statutes, as amended, shall be payable solely from funds provided under the provisions of Chapter 154, Part III, Florida Statutes, as amended, and no liability or obligation shall be incurred by an authority, a local agency, or the state hereunder beyond the extent to which monies shall have been provided under the provisions of Chapter 154, Part III, Florida Statutes, as amended.

SECTION 7. Any notes, bonds or other obligations of the Authority issued under the provisions of Chapter 154, Part III, Florida Statutes, as amended, shall not be deemed to constitute a debt, liability, or obligation of the local agency or the state or any political subdivision thereof, or a pledge of the faith and credit of the local agency or the state or any political subdivision thereof, but shall be payable solely from the revenues provided therefor. Any revenue bonds shall contain on the face thereof a statement to the effect that

the authority shall not be obligated to pay the same or the interest thereon except from the revenues of the project or the portion thereof for which they are issued and that neither the faith and credit nor the taxing power of the local agency or of the state or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue bonds under the provisions of Chapter 154, Part III, Florida Statutes, as amended, shall not directly, indirectly, or contingently obligate the local agency or the state or any political subdivision thereof to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment.

SECTION 8. This resolution shall take effect immediately.

PASSED AND ADOPTED this 23rd day of February, 1982.

(OFFICIAL SEAL)

Chairman of the Board of County Commissioners of Martin County, Florida

Attest:

Clerk of the Circuit Court and Ex Officio Clerk of the Board of County Commissioners of Martin County, Florida

Approved as to form and correctness:

County Attorney

EXHIBIT 49-17

154.207 Creation of health facilities authorities.--

(1) In each local agency there may be created a public body corporate and politic to be known as the " (name of local agency) Health Facilities Authority." Each of said authorities shall be constituted as a public instrumentality, and the exercise by an authority of the powers conferred by this part shall be deemed and held to be the performance of an essential public function. Each of said authorities shall not transact any business or exercise any power hereunder until and unless the governing body of the local agency by proper ordinance or resolution shall declare that there is a need for an authority to function in such local agency. The determination as to whether there is such need for an authority to function:

(a) May be made by the governing body on its own motion.

(b) May be made by the governing body upon the filing of a petition signed by 25 residents of the local agency asserting that there is need for an authority to function in such local agency and requesting that the governing body so declare.

(2) The governing body may abolish the authority at any time by ordinance or resolution. However, the authority shall not be abolished until such time as all bonded indebtedness incurred pursuant to this part has been paid.

(3) In any suit, action, or proceeding involving the validity or enforcement of, or relating to, any contract of the authority, the authority shall be conclusively deemed to have been established and authorized to transact business and exercise its powers hereunder by adoption of an ordinance or resolution by the governing body declaring the need for the authority. Such ordinance or resolution shall be sufficient if it declares that there is such a need for an authority in the local agency. A copy of such ordinance or resolution duly certified by the clerk shall be admissible in evidence in any suit, action, or proceeding.

(4) The governing body of the local agency shall designate five persons who are residents of the local agency as members of the authority created for said local agency. Of the members first appointed, one shall serve for 1 year, one for 2 years, one for 3 years, and two for 4 years; in each case until a successor is appointed and has qualified. Thereafter the governing body shall appoint, for terms of 4 years each, a member or members to succeed those whose terms expire. The governing body shall fill any vacancy for an unexpired term. A member of the authority shall be eligible for reappointment. Any member of the authority may be removed by the governing body for misfeasance, malfeasance, or willful neglect of duty. Each member of the authority, before entering upon his or her duties, shall take and subscribe the oath or affirmation required by the State Constitution. A record of each oath shall be filed in the Department of State and with the clerk.

(5) The authority shall annually elect one of its members as chair and one as vice chair.

(6) The authority shall keep a record of its proceedings and shall be custodian of all books, documents, and papers filed with it and of its minute book or journal and official seal. The authority shall cause copies to be made of all its minutes and other records and documents and shall give certificates under its official seal to the effect that such copies are true copies, and all persons dealing with it may rely upon such certificates.

(7) Three members of the authority shall constitute a quorum, and the affirmative vote of a majority of

the members present at a meeting of the authority shall be necessary for any action taken by an authority. However, any action may be taken by the authority with the unanimous consent of all of its members. No vacancy in the membership of the authority shall impair the right of a quorum to exercise all the rights and perform all the duties of the authority. Any action taken by the authority under the provisions of this part may be authorized by resolution at any regular or special meeting, and each such resolution shall take effect immediately and need not be published or posted. All meetings of the authority, as well as all records, books, documents, and papers, shall be open and available to the public in accordance with s. 286.011.

(8) The members of the authority shall receive no compensation for the performance of their duties hereunder, but each member shall be paid his or her necessary expenses incurred while engaged in the performance of such duties pursuant to s. 112.061.

(9) Any general or special law, rule or regulation, or ordinance of any local agency to the contrary notwithstanding, service as a member of an authority by a trustee, director, officer, or employee of a health facility shall not in and of itself constitute a conflict of interest. However, any member of the authority who is employed by, or receives income from, a health facility under consideration by the authority shall not vote on any matter related to such facility.

History.--s. 4, ch. 74-323; s. 871, ch. 95-147.

MARTIN COUNTY
Info Release

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

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For immediate release: December 9, 2024
Contact: Donna Gordon, Administration, 772.288.5756 or dgordon@martin.fl.us

Health Facilities Authority Vacancy

The Martin County Board of County Commissioners is seeking applications from individuals interested in being considered for appointment to fill a vacancy on the **Health Facilities Authority**. All individuals serve without compensation and are requested to submit an Application for Appointment to Martin County Administration **by Friday, January 10**, 2025. For an Application, please call Martin County Administration 288.5756 or send email to dgordon@martin.fl.us.

The purpose of the Authority shall be to assist not-for-profit health facilities in the acquisition, construction, financing, and refinancing of projects in any corporated or unincorporated area within the geographical limits of the local agency.

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

Meetings are held as needed but always once each year at the Administrative Building, 2401 SE Monterey Road, Stuart, Florida.

~end~

DG/ADM

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 25-2.x

A RESOLUTION PERTAINING TO THE APPOINTMENT OF A MEMBER TO THE HEALTH FACILITIES AUTHORITY

WHEREAS, the Health Facilities Authority was established pursuant to Resolution Number 82-2.13; and

WHEREAS, the Resolution Number 82-2.13 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 Health Facilities Authority.

NOW THEREFORE BE IT RESOLVED THAT, the Board of County Commissioners hereby appoints the following to serve on the Health Facilities Authority for a term to begin February 23, 2025 and end February 22, 2029.

Jordan Bromberg

Duly adopted this 11th day of February 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

_____
SARAH HEARD, CHAIR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
SARAH W. WOODS, COUNTY ATTORNEY

APPLICATION FOR APPOINTMENT – Martin County Health Facilities Authority – Please Print

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

RECEIVED
By Donna Gordon at 11:14 am, Dec 31, 2024

Name: Jordan Bromberg, MD, FACP

Residence Address: 3691 SE Doubleton Drive, Stuart, FL 34997-5621
Street/City/Zip Code

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

Commission District in which you reside: 2dg District 2 If left blank, Staff will complete.

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

_____

Telephone numbers: 1st: 772-285-5314 alternate: 772-219-9896 alternate: _____
Area Codes are considered 772 unless you note otherwise.

EMAIL: jbromberg@vimclinic.net

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

TYPE OF OFFENCES: _____

DATES: _____

PLACES (city/state): _____

SENTENCES OR FINES: _____

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

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

Education: See attached resume

Employment Experience: See attached resume

→ CONTINUED →

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

St. Lucie Medical Center Board of Trustees & multiple committees, including Medical Executive Committee.

Martin Health/Cleveland Clinic Board of Medical Group, service line leader Primary Care for 3 years.

Community Experience and Affiliations: Speaker at TEDx Port Saint Lucie "EMERGE" Conference, titled "Bridging the Healthcare Gap"- July 25, 2024. Guest speaker at Dish with the Commish- November 14, 2024.

Other County Boards/Committees/Task Forces on which you have served: Not applicable

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

REFERENCES: Please list two references:

Howard Robbins, MD, Retired Chief Medical Officer, Martin Health Systems, 772-341-7720, drrutgersfl@gmail.com

Chuck Cleaver, Past President, Friends of Volunteers in Medicine, 772-475-1634, ccleaver@gmail.com

- Appointee may be required by State Law and County Ordinance to file a Financial Disclosure Statement as part of the appointment process.
- Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true. (Pursuant to Section 92.525 Florida Statutes, falsifying this application is a Third Degree Felony punishable by up to five years imprisonment and up to a $5,000 fine.)
- Florida law prohibits an advisory board member from doing business with its agency (The County). Section 112.313(3) and (7), Fla. Stat.

→ Signature: _____ Date: 12-31-2024

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, January 10**, 2025. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

JORDAN BROMBERG, MD, FACP

772-219-9896 (home)
772-285-5314 (mobile)
jmbmb@comcast.net

EDUCATION

Rensselaer Polytechnic Institute/Albany Medical College combined six year BS/MD program, 1975-1981. Magna Cum Laude from RPI

Publication. Phenytoin, Methylprednisolone Sodium Succinate and Graft Survival. Journal of Pharmacology and Experimental Therapeutics.
Vol. 216, No. 1, 1981

RESIDENCY

Wilford Hall USAF Medical Center, San Antonio, TX. Internal Medicine.

1981-1984.

Restructured the Internal Medicine residency call program resulting in significant improvement in patient care

BOARD CERTIFICATION

American Board of Internal Medicine, 1984-present

PRACTICE EXPERIENCE

1984-1988. Major USAF, 31st Medical Group, Homestead AFB, FL. Chief Internal Medicine, Director Cardiopulmonary Service and ICU. Air Force Achievement Medal for Meritorious Service

1988-1998. Private practice Internal Medicine/Geriatrics, Port Saint Lucie, FL

1998-2021. Cleveland Clinic Martin Health. Internal Medicine/Geriatrics

2021-present. Volunteers in Medicine Clinic. Medical Director and CEO, Stuart, FL

2021-present. Clinical Assistant Professor, Florida State University, College of Medicine

2022. American College of Physicians, Fellowship Recognition, FACP

HOSPITAL AFFILIATIONS

St. Lucie Medical Center 1988-present. Served on multiple committees and held multiple positions on Medical Executive Committee. Served on the Board of Trustees

Martin Health Systems/Cleveland Clinic. 1988-present. Service line leader Primary Care for three years. Served on Board of Medical Group for 1 year

Certifications: BLS, ACLS

Active Florida Medical License and DEA

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 25-0577 | CNST-6 | **Meeting Date:** 2/11/2025

PLACEMENT: Consent

TITLE:

HISTORIC PRESERVATION BOARD APPOINTMENTS

EXECUTIVE SUMMARY:

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

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Administrative Services Program Coordinator

REQUESTED BY: Elise Raffa, Community Development Coordinator

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Historic Preservation Board has the following powers and duties:

1. Adopt or amend rules of procedures not inconsistent with the Land Development Regulations or Chapter 267, Florida Statutes
2. Designate individual sites, districts, and archeological zones pursuant to Section 4.584, Land Development Regulations.
3. Approve historical markers and issue Certificates of Designation.
4. Establish procedures for the issuance of Certificates of Appropriateness and Certificates to Dig.
5. Recommend zoning and building code amendments to the proper authorities.
6. Promote an awareness of the benefits of historic preservation and its benefits to the community.
7. Perform periodic updates to the historic architectural survey.
8. Perform periodic updates to the archaeological survey.
9. Record and maintain records of the Historic Preservation Board's actions and decisions.
10. Provide an annual report to the Board of County Commissioners.
11. Review, develop, and recommend ordinances to the Board of County Commissioners that promote the preservation and rehabilitation of historic buildings.
12. Seek out worthy projects for matching grants-in-aid from sources which have as their purpose

the preservation for public benefit of properties that are significant in American history, architecture, archaeology, and culture.

13. Review applications for all buildings, properties, and sites in unincorporated Martin County nominated for listing on the National Register of Historic Places.
14. Establish criteria and procedures for the expedited review of certain projects by staff.
15. Seek expertise on proposals or matters requiring evaluation by a professional or a discipline not represented on the Board.

The Historic Preservation Board shall consist of seven members appointed by the Board of County Commissioners. Each member shall be a Martin County resident. The composition of the HPB shall consist of four designated seats and three at-large seats. There will be a representative of each of the following professions: 1 architect with professional or educational experience related to historic preservation; 1 general contractor with professional or educational experience related to historic preservation; 1 realtor; and 1 person with demonstrated knowledge specifically related to Martin County history. The 3 at-large seats will be comprised of citizens who, by virtue of their profession or business, have demonstrated interest and experience in historic preservation and/or archeological resources; however, appointments shall be in the sole discretion of the Board of County Commissioners.

At the December 12, 2023 Board of County Commission meeting, the Board increased the membership of the Historic Preservation Board to nine members - two at-large seats were added for a total of five at-large seats.

The Historic Preservation Board members are appointed for four-year terms. A member's term shall terminate if the member ceases to be a resident of Martin County. If any member fails to attend three consecutive meetings in one year without cause or prior approval of the Chair, the Historic Preservation Board shall declare the member's seat vacant. A member may be removed at the pleasure of the Board of County Commissioners. Any vacancy occurring on the Historic Preservation Board shall be filled by the Board of County Commissioners for the remainder of the unexpired term within 60 days. Members shall be eligible for reappointment and shall hold office until their successors have been duly appointed unless they have been removed from office.

The Historic Preservation Board typically meets monthly, and their meetings are held in the Administration Building at 4:00 PM. Their agendas are published to the County's web site in a timely manner.

A position on the Historic Preservation Board (architect with professional or educational experience related to historic preservation) has been vacant since February and two terms are going to expire on February 23, 2025. Administration Staff informed Evan Anderson (General Contractor) and Robert Steele (At-Large) that their term will expire in February. The incumbents were sent an application to complete and return if they so desired.

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

The Administration Staff will advise the applicants of the Commission's decision which includes Sunshine Law information and the financial disclosure form to the appointed individuals.

ISSUES:

If more applications are received, they will be submitted via a Supplemental Memorandum.

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable law.

RECOMMENDED ACTION:

RECOMMENDATION

1) Move that the Board appoint Evan Anderson and Robert Steele for terms to begin February 24, 2025 and end February 23, 2029.
2) Move that the Board authorize the Chair to sign the Resolution of Appointment.

ALTERNATIVE RECOMMENDATIONS

Direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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Historic Preservation Board

Created Pursuant to LDR s. 4.582
Amended Pursuant to Ordinance 1109

Powers & Duties:

1. Recognize archaeological geo-environmental zones as identified on an Archaeological Survey of Martin County.
2. Designate historic sites and districts pursuant to Section 4.584.
3. Approve historical markers and issue certificates of designation.
4. Establish procedures for the issuance of certificates of appropriateness and certificates to dig.
5. Recommend zoning and building code amendments to the proper authorities.
6. Promote an awareness of the benefits of historic preservation and its benefits to the community.
7. Perform periodic updates to the historic archaeological survey.
8. Perform periodic updates to the architectural survey.
9. Record and maintain records of the HPB's actions and decisions.
10. Provide an annual report to the Board of County Commissioners.
11. Review, develop, and recommend ordinances to the Board of County Commissioners that promote the preservation and rehabilitation of historic resources.
12. Seek out worthy projects for matching grants-in-aid from sources which have as their purpose the preservation for public benefit of properties that are significant in American history, architecture, archaeology, and culture.
13. Review applications for all buildings, properties, and site in unincorporated Martin County nominated for listing on the National Register of Historic Places.
14. Establish criteria and procedures for the expedited review of certain projects by staff.
15. Seek expertise on proposals or matters requiring evaluation by a professional or a discipline not represented on the HPB.
16. Provide an annual budget to the Board of County Commissioners.
17. Attend pertinent information or educational meetings, workshops and conferences.

How Appointed:

The HPB shall consist of nine members appointed by the Board of County Commissioners. Each member shall be a resident of Martin County. The composition of the HPB shall consist of four designated seats and three at-large seats. There will be a representative of each of the following professions: 1 architect with professional or educational experience related to historic preservation; 1 general contractor with professional or educational experience related to historic preservation; 1 Realtor; and 1 person with demonstrated knowledge specifically related to Martin County history. The 5 at-large seats will be comprised of citizens who, by virtue of their profession or business, have demonstrated interest and experience in historic preservation and/or archeological resources; however, appointments shall be in the sole discretion of the Board of County Commissioners.

Terms:

Appointments shall be for a term of four years for each member except the initial terms for three members shall be for three years so that the terms are staggered. A members' term shall terminate if the member ceases to be a Martin County resident. If any member fails to attend three consecutive meetings in one year without cause or prior approval of the Chair, the HBP shall declare the member's office vacant. A member may be removed at the pleasure of the

Board of County Commissioners. Any vacancy occurring on the HPB shall be filled by the Board of County Commissioners for the remainder of the unexpired term within 60 days. Members shall be eligible for reappointment and shall hold office until their successors have been duly appointed unless they have been removed from office.

Meetings:
Regular meetings shall be held as necessary to fulfill their duties. No business shall be conducted without a quorum consisting of four members.

Staff Liaison: Elise Raffa, Community Development Coordinator

Member	Position	Appointed	Term End
VACANT	Architect with Professional or Educational Experience Related to Historic Preservation		
Joette Lorion Rice	Demonstrated knowledge specifically Related to Martin County History	02/26/2006	02/25/2026
Evan Anderson	General Contractor	02/24/2017	02/23/2025
Sherry Lee	Realtor	05/09/2017	02/25/2026
Rodney Johnson	At-Large Member	03/03/2020	02/25/2026
Rob Steele	At-Large Member	06/20/2023	02/23/2025
Douette Pryce	At-Large Member	02/26/2014	02/25/2026
Jacqui May	At-Large Member	01/23/2024	01/22/2028
William R. Weiss	At-Large Member	01/23/2024	01/22/2028

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Sec. 4.582. - Historic Preservation Board.

4.582.A. *Powers and duties.* There is hereby created an historic preservation board (HPB). The powers and duties of the HPB include, but are not limited to the following:

1. Recognize archaeological geo-environmental zones as identified on an archaeological survey of Martin County.
2. Designate historic sites and districts pursuant to section 4.584.
3. Approve historical markers and issue certificates of designation.
4. Establish procedures for the issuance of certificates of appropriateness and certificates to dig.
5. Recommend zoning and building code amendments to the proper authorities.
6. Promote an awareness of the benefits of historic preservation and its benefits to the community.
7. Perform periodic updates to the historic architectural survey.
8. Perform periodic updates to the archaeological survey.
9. Record and maintain records of the HPB's actions and decisions.
10. Provide an annual report to the Board of County Commissioners.
11. Review, develop, and recommend ordinances to the Board of County Commissioners that promote the preservation and rehabilitation of historic resources.
12. Seek out worthy projects for matching grants-in-aid from sources which have as their purpose the preservation for public benefit of properties that are significant in American history, architecture, archaeology, and culture.
13. Review applications for all buildings, properties and sites in unincorporated Martin County nominated for listing on the National Register of Historic Places.
14. Establish criteria and procedures for the expedited review of certain projects by staff.
15. Seek expertise on proposals or matters requiring evaluation by a professional or a discipline not represented on the HPB.
16. Provide an annual budget to the Board of County Commissioners.
17. Attend pertinent information or educational meetings, workshops and conferences.

4.582.B. *Membership, appointment qualifications, terms and removal.*

1. The HPB shall consist of nine members appointed by the Board of County Commissioners. Each member of the HPB shall be a resident of Martin County. The composition of the HPB shall consist of four designated seats and five at-large seats. There will be a representative of each of the following professions: one architect with professional or educational experience related to historic preservation; one general contractor with professional or educational experience related to historic preservation: one realtor; and one person with demonstrated

knowledge specifically related to Martin County history. The five at-large seats will be comprised of citizens who, by virtue of their profession or business, have demonstrated interest and experience in historic preservation and/or archeological resources; however, appointments shall be in the sole discretion of the Board of County Commissioners.

2. Appointments shall be for a term of four years for each member, except the initial terms for three members shall be for three years so that the terms are staggered.
3. A member's term of office shall terminate if the member ceases to be a resident of Martin County. If any member fails to attend three consecutive meetings in one year without cause or prior approval of the Chair, the HPB shall declare the member's office vacant. In addition, a member may be removed from office at the pleasure of the Board of County Commissioners. Any vacancy occurring on the HPB shall be filled by the Board of County Commissioners for the remainder of the unexpired term within 60 days.
4. Members shall be eligible for reappointment, and shall hold office until their successors have been duly appointed, unless they have been removed from office. Members of the HPB shall serve without compensation, but may receive actual and necessary expenses incurred in the performance of their official duties.

4.582.C. *Officers.*

1. A chair shall be elected by the members of the HPB and shall preside at all meetings of the HPB.
2. A vice chair shall be elected by the members of the HPB and shall preside at all meetings of the HPB in the absence of the chair.
3. Election of officers shall be held annually in March.

4.582.D. *Meetings.*

1. Regular meetings of the HPB shall be held as necessary to fulfill their duties, and at least quarterly.
2. Special meetings of the HPB may be called by the chair upon no less than three days' advance notice.
3. No business shall be conducted by the HPB without a quorum consisting of five members, and all business shall be conducted using Robert's Rules of Order.
4. All actions of the HPB require the affirmative vote of a majority of the members present.
5. Reasonable public notice of all HPB meetings shall be provided and such meetings shall be open to the public at all times.
6. The HPB agenda will be placed on the County's website at least 24 hours prior to the meeting at which it will be considered.
7.

Minutes will be taken of the HPB meetings and all meeting records made available to the public.

4.582.E. *Staffing.*

1. The County Administrator shall designate staff for the HPB.
2. The County Attorney or a designated assistant county attorney shall serve as legal advisor to the HPB.
3. The County Administrator or designee shall make recommendations to the HPB regarding zoning and planning issues, and design guidelines consistent with the Secretary of the Interior's Standards for Rehabilitation, Guidelines for Rehabilitating Historic Buildings, and Standards for the Treatment of Historic Properties. In addition, the County Administrator or designee shall administer staff review of applications for certificates of appropriateness and certificates to dig.
4. The Building Department shall identify applications for building permits submitted for buildings or structures identified on a historic sites survey. The Building Department may continue to review and evaluate any such application, but shall not issue the permit requested until notifying the applicant and the property owner of the historic significance of the building or structure and of the opportunity to apply for designation pursuant to this chapter. The Building Department may act upon any such application upon receiving written notice from the property owner that designation pursuant to this chapter will not be pursued. This notice from the property owner will be kept by the Building Department with the property records and will be considered with future applications for building permits on the building or structure without additional contact with the property owner.
5. The Building Department shall inspect all buildings and structures that have received certificates of appropriateness for compliance with the requirements of such certificates and of this chapter.
6. Nothing in this chapter shall limit the authority of the Building Official to enforce the provisions of this Code, and specifically the provisions concerning unsafe buildings or systems.
7. Staff designated to assist the HPB shall, at a minimum perform the following tasks in support of the HPB
    1. Provide duplicates of the inventory of designated historic districts, individual sites. and historic structures to the State Historic Preservation Office and make the inventory available to the public;
    2. Provide the State Historic Preservation Officer with 30 calendar days prior notice of all meetings;
    3. Prepare and submit the following to the Historic Preservation Officer within 30 calendar days of each meeting:

a. Minutes of the meeting;

b. A record of attendance of the HPB; and

c. Public attendance figures;

4. Notify the State Historic Preservation Officer of the following:

a. Any change in HPB membership, within 30 calendar days of action; and

b. All new historic designations or alterations to existing designations;

5. Submit amendments to this division 13 to the State Historic Preservation Officer for review and comment at least 30 calendar days prior to adoption;

6. Prepare and submit an annual report to the State Historic Preservation officer by November 1 covering activities of the previous October 1 through September 30, and including, at a minimum, the following:

a. A copy of the Rules of Procedure;

b. A copy of this division 13;

c. Resume of each HPB member;

d. Changes to HPB membership;

e. New local designations;

f. New National Register listings;

g. Review of survey and inventory activity with a description of the system used;

h. Program report on each grant-assisted activity; and

i. Number of projects reviewed.

4.582.F. *Ex parte communications.* Members of the HPB shall comply with the provisions of section 1-11 of the Code of Laws and Ordinances of Martin County regarding ex parte communications when an action of the HPB is considered a quasi-judicial proceeding.

4.582.G. *Voting conflicts.* Members of the HPB shall comply with the provisions of F.S. § 112.2143, regarding voting conflicts.

4.582.H. *Financial disclosure.* Members of the HPB shall comply with the provisions of F.S. § 112.3145, regarding financial disclosure.

(Ord. No. 620, pt. 1, § 4.13.2, 8-6-2002; Ord. No. 725, pt. 1, 10-10-2006; Ord. No. 807, pt. 1, 9-9-2008; Ord. No. 893, pt. 1, 4-19-2011; Ord. No. 1109, pt. I, 9-10-2019; Ord. No. 1212, pt. I, 12-12-2023)

MARTIN COUNTY
Info Release

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

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For immediate release: December 9, 2024
Contact: Donna Gordon, Administration, 772.288.5756 or dgordon@martin.fl.us

Historic Preservation Board Vacancies

The Martin County Board of County Commissioners is seeking applications from individuals interested in being considered for appointment to fill vacancies on the **Historic Preservation Board**. All individuals serve without compensation and are requested to submit an Application for Appointment to Martin County Administration **by Friday, January 10**, 2025. For an application, please call 288.5756 or send email to dgordon@martin.fl.us.

POWERS & DUTIES OF THE HISTORIC PRESERVATION BOARD
Adopt or amend rules of procedures not inconsistent with the LDR or Chapter 267, Florida Statutes; Designate individual sites, districts, and archaeological zones pursuant to Section 4.13.4; Approve historical markers and issue Certificates of Designation; Establish procedures for the issuance of Certificates of Appropriateness and Certificates to Dig; Recommend zoning and building code amendments to the proper authorities; Promote an awareness of the benefits of historic preservation and its benefits to the community; Perform periodic updates to the historic architectural survey; Perform periodic updates to the archaeological survey; Record and maintain records of the Board's actions and decisions; Provide an annual report to the Board of County Commissioners; Review, develop, and recommend ordinances to the Board of County Commissioners that promote the preservation and rehabilitation of historic buildings; Seek out worthy projects for matching grants-in-aid from sources which have as their purpose the preservation for public benefit of properties that are significant in American history, architecture, archaeology, and culture; Review applications for all buildings, properties, and site in unincorporated Martin County nominated for listing on the National Register of Historic Places; Establish criteria and procedures for the expedited review of certain projects by staff; and Seek expertise on proposals or matters requiring evaluation by a professional or a discipline not represented on the Board.

VACANT POSITIONS: an Architect with Professional or Educational Experience related to Historic Preservation; a General Contractor, and an At-Large member, however, appointments shall be in the sole discretion of the Board of County Commissioners. These are four-year terms.

Meetings are *typically* held on the third Monday of each month at 4pm at the Administrative Center, 2401 SE Monterey Road, Stuart.

If any member fails to attend three consecutive meetings in one year without cause or prior approval of the Chair, the Historic Preservation Board shall declare the member's seat vacant.

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 25-2.x

A RESOLUTION PERTAINING TO THE APPOINTMENT OF MEMBERS TO THE HISTORIC PRESERVATION BOARD

WHEREAS, the Historic Preservation Board was established pursuant to Section 4.582, Development Review Procedures, Land Development Regulations; and

WHEREAS, Section 4,582.B., Development Review Procedures, Land Development Regulations establishing the required qualifications of such members; and

WHEREAS, Ordinance No. 1212 adopted on December 12, 2023 establishes the number of members; and

WHEREAS, the following individuals meet the described qualifications and are aware of the purpose, duties, and responsibilities of service on the Historic Preservation Board.

NOW THEREFORE BE IT RESOLVED THAT, the Board of County Commissioners hereby appoints the following to serve on the Historic Preservation Board for terms to begin February 24, 2025 and end February 23, 2029.

NAME	**TYPE OF MEMBER**
name	Architect with Professional or Educational Experience Related to Historic Preservation
Evan Anderson	General Contractor
Robert Steele	At-Large Member

Duly adopted this 11th day of February 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

_____
SARAH HEARD, CHAIR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
SARAH W. WOODS, COUNTY ATTORNEY

APPLICATION FOR APPOINTMENT – Martin County Historic Preservation Board – Please Print

Type of Member: All members **must** be Martin County residents.

- ☐ Architect with professional or educational experience related to historic preservation
- ☑ General Contractor with professional or educational experience related to historic preservation
- ☐ Realtor
- ☐ Demonstrated knowledge specifically related to Martin County history
- ☐ At-Large

RECEIVED
By Donna Gordon at 9:10 am, Dec 09, 2024

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

Name: Evan Anderson Incumbent

Residence Address: 4916 SE Manatee Cove Rd., Stuart, FL 34997
Street/City/Zip Code

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

Commission District in which you reside: 4dg Staff will complete.

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

Telephone numbers: daytime: 5615370165 alternate: same alternate: _____
~Area Codes are considered 772 unless you note otherwise.

EMAIL: evanranderson@gmail.com

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

TYPE OF OFFENCES: _____

DATES: _____

PLACES (city/state): _____

SENTENCES OR FINES: _____

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

→ CONTINUED →

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

Education: _____

_____

Employment Experience: _____

_____

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

Current Chair

_____

Community Experience and Affiliations: Live in Port Salerno Overlay, Master Mason, Support Local

Charities based in Port Salerno inlcuding Elev8 Hope and SOS.

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

Only Martin County HPB

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

_____

REFERENCES: Please list two references:

Jonathan Moore - Smith and Moore Architects, Inc. - (561) 537-0165

Jared Gaylord - Marc R. Gaylord, P.A. - (772) 545-7740

- Appointee is required by State Law and County Ordinance to file a Financial Disclosure Statement as part of the appointment process. A County email will be issued to you if appointed.
- 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: 12/09/2024

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, January 10**, 2025. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

Evan R. Anderson

4916 SE Manatee Cove Road | Stuart, FL
34997 (561) 537-0165
evanranderson@gmail.com

Managing Partner / CoCEO,
Certified General Contractor

Licensed General Contractor with 25 plus years of experience in historic restoration, high-end residential, multifamily and commercial project management and construction management. Engaged in a direct supervisory role over many top quality design and construction projects ranging from historical designs and renovations to all facets of new construction.

EMPLOYER SUMMARY

2014–Present Onshore Construction & Development, Inc. Jupiter, FL
Managing Partner / CoCEO – $85M plus annual revenue. High-end residential construction, historic renovations

2013-2014 Davis General Contracting Corporation WPB, FL
Project Manager - 13,000+ sq. ft. Guest House in Lost Tree Village - $25M. Project Manager for Art Pavilion projects at the Henry Kravis Estate – 700 N. Lake Way., Palm Beach – $2M.

2007–2013 Anderson Building & Restoration, Inc. Stuart, FL
Owner – Residential design / renovations, historic restorations, and Commercial tenant buildouts.

2005–2007 Smith and Moore Architects, Inc WPB, FL
Project Manager - Many high-end residential, historic renovation & commercial projects. Planning, coordination, and oversight of architectural construction documents from site planning to engineering and all architectural plans and details. Owner representation and construction management. Represented Commerce Bank throughout the Land Use process throughout Palm Beach County. Projects ranged from $500,000 to $25,000,000.

2004–2005 BRS Architects Boise, ID
Project Manager - Design and construction packages for several 100,000 sq. ft. Winco Foods retail grocery stores located throughout California and Idaho. Assisted Client through architectural and land use approval

2003–2004 Wright Brothers, the Building Co. Eagle, ID
Construction Superintendent - Contract administration and jobsite supervision on multiple building apartment complexes and assisted living facilities. Process pay requests, change orders, etc. Enforced OSHA sponsored safety program through company partnership with OSHA.

1997–2003 Smith and Moore Architects, Inc. WPB, FL
Project Manager – See above

EDUCATION & CERTIFICATIONS

- MIAMI UNIVERSITY (Oxford, OH) – Attended School of Architecture, 1996 - 1998
  December 2006 - State of Florida Certified General Contractor - License number - CGC1512586
- February 2011 – State of Florida Home Inspector – License number – HI1914
- February 2011 – State of Florida Mold Assessor – License number – MRSA592
- February 2011 – State of Florida Mold Remediator – License number – MRSR594

APPLICATION FOR APPOINTMENT – Martin County Historic Preservation Board – Please Print

RECEIVED
By Donna Gordon at 12:11 pm, Jan 13, 2025

Type of Member: All members **must** be Martin County residents.
- ☐ Architect with professional or educational experience related to historic preservation
- ☐ General Contractor with professional or educational experience related to historic preservation
- ☐ Realtor
- ☒ Demonstrated knowledge specifically related to Martin County history
- ☑ At-Large

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

Name: Robert Steele **Incumbent**

Residence Address: 1357 NE Ocean Blvd. #202 Stuart, FL 34996
Street/City/Zip Code

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

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

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

_____

Telephone numbers: daytime: 262-5525 alternate: _____ alternate: _____
~Area Codes are considered 772 unless you note otherwise.

EMAIL: steeleaway@gmail.com

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

TYPE OF OFFENCES: _____

DATES: _____

PLACES (city/state): _____

SENTENCES OR FINES: _____

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

→ CONTINUED →

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

Education: _____

_____

Employment Experience: _____

_____

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

_____

_____

Community Experience and Affiliations: _____

_____

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

_____

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

_____

REFERENCES: Please list two references:

Sandy Thurlow

Deb Duvall

- Appointee is required by State Law and County Ordinance to file a Financial Disclosure Statement as part of the appointment process. A County email will be issued to you if appointed.
- Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true. (Pursuant to Section 92.525 Florida Statutes, falsifying this application is a Third Degree Felony punishable by up to five years imprisonment and up to a $5,000 fine.)
- Florida law prohibits an advisory board member from doing business with its agency (the County). Section 112.313(3) and (7), Fla Stat.

→ Signature: _____ Date: 1-10-25

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, January 10**, 2025. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

ROBERT STEELE

1357 NE Ocean Blvd. Apt. 202 Stuart FL 34996 | (C) 570 220-7122 |steeleaway@gmail.com

Professional Summary

Senior Executive with expertise in startups, turnaround management, strategic planning, business/product development, operations, marketing, and finance. Possesses a well-established and consistent track record of leading organizations to peak performance. Reversed fortunes of 3 diverse entertainment venues by increasing endowment funds, and affecting dramatic increases in attendance, sponsorship, subscriptions, and patron support. Provided strategic vision for a community bank with severe loan portfolio quality issues. Implemented a dynamic loan review program to reduce charge-offs and served as the key liaison with the Comptroller of the Currency throughout the turnaround. Founder and principal of Change of Venue - Arts Management Consulting, which is a boutique consulting practice specializing in strategic planning, turnaround management practices, and organizational dynamics. The practice continues to have a waiting list of clients. Founder and chairman of a 100+ store association. Led negotiations for national contract pricing on most franchise inputs. Developed unique "value-enhancement" and "census driven" models to sustain dramatic performance and financial improvements. Strategist and Visionary with a solid combination of business and technical acumen. Was an integral part of the Booze, Allen, Hamilton consulting team on a highly successful strategic planning cycle for Comerica; a super-regional, bank-holding company. Led a community team to national recognition in the Pioneer Hybrid "Search for Solutions" initiative. Conceived and developed extensive strategic plans for municipalities, mid-sized businesses, churches, non-profits, and financial institutions. Able to leverage and integrate technology to achieve marked improvement in efficiency, and profitability. Widely recognized for innovation and a commitment to thinking outside the box. Decision Maker and Leader with a history of providing strong leadership and serving as a voice of reason in trying times as well as periods of rapid growth. Called upon as an outside advisor to resolve business, supply chain, government, and organizational disputes. Organizational leadership skills have resulted in recruiting and retaining talented and productive staffs. Implemented effective cost-cutting measures to speed recovery and sustain long-term profitability.

Work History

President and CEO 11/2018 to Present
Historical Society of Martin County – Stuart, Florida

President and CEO 08/2015 to 04/2018
Old School Square Center – Delray Beach, Florida

- Completed a Functional Analysis, Strategic Plan, and Comprehensive Development Plan in the first year.
- Developed a diverse, reverse-engineered, ala carte menu for the programming season with a high-quality brochure, which was distributed to 20,000 households.
- Engineered a Development Function and dramatically increased membership, annual fund, and major gifts.
- Secured a $1,000,000 donor to support sweeping renovations of the interior of the Cornell Museum; these renovations helped to establish the museum as a significant venue for contemporary art.
- Negotiated a long-term (30-year) lease with the City of Delray Beach to protect the long-term interests of the organization.
- Developed a business unit focus for the multidisciplinary campus and instilled a sense of the entrepreneurial spirit among all the unit directors.
- Led the initiative to rebrand the campus to Old School Square.
- Able to secure community and municipal approval of a $12M Park Master Plan to map the evolution of the campus to become an Arts and Entertainment Park.

Executive Director 11/2005 to 07/2015
Community Arts Center – Williamsport, Pennsylvania

- Implemented event analysis and fee negotiation practices, marketing strategies, and guest service enhancements that effectively doubled ticket sales and event season contribution in 24 months.
- Initiated a culture to "put the Community in the Community Arts Center" that increased the number of local and regional partners of the organization from 10 to more than 200 in 5 years.
- Developed a comprehensive series of educational workshops and outreach activities that led to the CAC being named the 2008 Business Partner in Education Award.
- Led a year-long, community-wide planning effort to host the 2008 Governor's Award for the Arts at the CAC which was recognized as the most galvanizing event in the history of the community.
- Facilitated the systematic upgrade of all technical systems and protocols to establish a broad reputation for the hall for technical expertise, resulting in week-long and extended "tech-in" rental opportunities.

- Organized the formation of and served as producer and director for ACT UP! (A Community Theatres United Production) which has successfully produced five summer student musicals which have attracted over 15,000 attendees.
- Produced and Directed *Les Miserables* in 2010 which won 4 National Youth Arts awards including Outstanding Production.
- Devised the 2010 "Keep the Community In the Spotlight" endowment campaign which is expected to generate over $5 million in gifts and bequests.

Executive Director 11/2001 to 10/2005
Tecumseh Civic Auditorium – Tecumseh, Michigan

- Responsible for planning, budgeting, staffing, fundraising, volunteer recruitment, booking, rentals, building and grounds, website development, marketing, promotions, and public relations for a 572-seat venue.
- Raised over $1,000,000 through sponsorships and development efforts in 2 years.
- Developed an 8-show event season with 18 performances, which have all been virtual sell-outs.
- Achieved excellent success in building consensus and cooperation with a score of very diverse groups.
- Completed an extensive facility upgrade and equipment refit program with well-contained costs.
- Achieved a fivefold increase in attendance and doubled the number of hosted events in one year.
- Designed and completed an extensive 5-year strategic plan for the venue.

President 06/1993 to 10/2001
Cumber-Obersteinaur, LLC – Monroe, MI

- Developed 72 seat, full-service restaurant from build-out to staffing and training.
- Conceptualized and implemented model marketing programs.
- Extensive knowledge of foodservice practices and procedures.
- Founder and chair of a 100+ unit franchise association.
- Utilized by the franchise owner as a consultant.
- Invented a "grinder" box that is utilized in over 200 stores nationally.

Executive Vice-President 09/1985 to 06/1993
Thumb National Bank & Trust – Pigeon, MI

- Served as a loan officer, trust officer, and loan review officer.
- Conducted an extensive strategic planning project for the institution.
- Served as liaison to the Comptroller of the Currency.
- Chaired the Asset/Liability Management Committee.
- Developed and maintained the microcomputer assets of the bank.
- Programmed a loan documentation system in application software.
- Implemented a dynamic loan review system.

- Constructed all spreadsheet models and prepared annual budgets for the bank.
- Designed and oversaw construction of the bank ATM network.
- Performed analysis on all new products, expansion, and other special projects.
- Consulted with a wide variety of business owners.
- Provided leadership to many community organizations.

Product Analyst - Corporate Development /Planning Analyst - Cost Analyst 09/1980 to 09/1985

COMERICA, Inc – Detroit, MI

Product Analyst

- Performed new product marketing, pricing, and positioning analysis and implementation.

Corporate Development/Planning Analyst

- Developed a sophisticated model for mergers and acquisition analysis.
- Corporate Planning Analyst - conducted all phases of strategic planning on a corporate-wide basis.

Cost Analyst

- Performed product/service costing analysis.
- Branch Management Trainee.

Education

MA: Business Administration 1986

Central Michigan University - Mt. Pleasant, MI

BA: Business Administration 1980

Adrian College - Adrian, MI

Affiliations

- ACT UP! – Co-Founder: Producer, Director, Designer
- City of Tecumseh: Retirement Board of Trustees
- Clear Channel Advisory Board: Member
- Deane Center for the Performing Arts: Board of Directors

- Delray Beach Chamber of Commerce: Board of Directors
- Holder of 2 United States Patents
- K's for Cancer: Board of Directors
- Lycoming College: Guest Lecturer; Communications, Public Relations
- Lycoming County Brotherhood USA, Pickelner Citation Award Winner
- Martin County Tourism Development Council, Council Member
- Mancino's Licensee's Association: Founder, Chair, Vice-Chair
- Michigan Directory Company: Board of Directors
- Pigeon Bandshell Committee: Founder, Chair
- Pigeon District Library Board: Trustee
- Pigeon Strategic Planning Committee: Founder, Chair
- Public Art Academy: Board of Directors-Emeritus
- Rig Maids, Advisory Board
- State of Israel Bonds, Coin of Israel Award Winner
- Tecumseh United Methodist Church: Chair Pastor/Parish Relations Committee
- Tecumseh Youth Theatre: Trustee, Treasurer, Producer, Designer, Director
- Uptown Music Collective: Board of Directors, Chair
- Williamsport-Lycoming Chamber of Commerce: Board of Directors
- Williamsport-Lycoming Visitor's Bureau: Board of Directors

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 25-0605 | CNST-7 | **Meeting Date:** 2/11/2025

PLACEMENT: Consent

TITLE:

REQUEST FOR APPROVAL OF FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER REGARDING THE CODE ENFORCEMENT CASE OF DAVID A. BRIGGS CASE NUMBER ENF2023030944

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 David A. Briggs.

DEPARTMENT: Building

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

REQUESTED BY: Aaron Gordon

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Fine Reduction Request David A. Briggs:

This Fine Reduction Stipulation and Agreed Recommended Order involves a parcel located at 18397 SE HERITAGE DRIVE, TEQUESTA, FL 33469, Martin County, Florida.

On July 18, 2023, a Stipulation and Agreed Final Order was issued by the Code Enforcement Magistrate to BRIGGS DAVID A, for the following violation(s): Section 67.201.A- Nuisance Declared: Weeds, Undergrowth, General Ordinances, Martin County Code, Section 21.99 Accessory Structures, General Ordinances, Martin County Code, Section 21.110-Exterior Structures, General Ordinances, Martin County Code

Compliance was required by September 29, 2023. On June 24, 2024, an Affidavit of Compliance/ Accrued Fines was issued reflecting an outstanding fine of $ 80,100.00.

Aaron Gordon is the Current Owner of the property. Pursuant to a Warranty Deed recorded in Official Records Book 3445, Page 1642, Martin County, Florida Public Records, Respondent has no

remaining interest in the property.

Staff has determined that a lien reduction is warranted. Current Owner was not responsible for the violation; however, they brought the property into compliance and have offered to pay $8,010.00 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 $8,010.00 and accepted as full payment.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the 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. ENF2023030944

MARTIN COUNTY, FLORIDA,
Petitioner,

vs.

BRIGGS DAVID A
Respondent(s),

PCN 234042001002006009

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 January 15, 2025, 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 18397 SE HERITAGE DR, TEQUESTA, FL 33469, Martin County, Florida and further described as:

   Lot 60, Block B, HERITAGE OAKS, according to plat thereof, as recorded in Plat Book 7, Page 10, of the Public Records of Martin County, Florida.

2. On July 18, 2023, a Stipulation and Agreed Final Order was issued by the Code Enforcement Magistrate to BRIGGS DAVID A, for the following violation(s):

   - Section 67.201.A- Nuisance Declared: Weeds, Undergrowth, General Ordinances, Martin County Code
   - Section 21.99 Accessory Structures, General Ordinances, Martin County Code
   - Section 21.110- Exterior Structures, General Ordinances, Martin County Code

   Compliance was required by September 29, 2023. On June 24, 2024, an Affidavit of Compliance/Accrued Fines was issued reflecting an outstanding fine of $ 80,100.00.

3. Aaron Gordon is the Current Owners of the property. Pursuant to a Warranty Deed recorded in Official Records Book 3445, Page 1642, Martin County, Florida Public Records, Respondent has no remaining interest in the property.

4. Staff has determined that a lien reduction is warranted. Current Owners were not responsible for the violation; however, they brought the property into compliance and have offered to pay $8,010.00 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:

ID:Us458EJu03lGtq6Hrifp

Aaron Gordon

Date: January 9, 2025

PETITIONER: MARTIN COUNTY, FLORIDA

Rachel Spradley
Nuisance Abatement Coordinator

Date: 1-15-2025

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 Aaron Gordon has offered payment in the total amount of $8,010.00 and Staff's determination that a reduction in the lien amount from $80,100.00 is warranted, BRIGGS DAVID A, should be ordered to pay the amount of $8,010.00 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 15th day of January, 2025.

Paul J. Nicoletti
Code Enforcement Magistrate

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Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 25-0606 | CNST-8 | **Meeting Date:** 2/11/2025

PLACEMENT: Consent

TITLE:

REQUEST FOR APPROVAL OF FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER REGARDING THE CODE ENFORCEMENT CASE OF DAVID A. BRIGGS CASE NUMBER 10-0035834

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 David A. Briggs.

DEPARTMENT: Building

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

REQUESTED BY: Aaron Gordon

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Fine Reduction Request David A Briggs:

This Fine Reduction Stipulation and Agreed Recommended Order involves a parcel located at 18397 SE HERITAGE DRIVE, TEQUESTA, FL 33469, Martin County, Florida.

On May 19, 2010, an Order Finding Violation was issued by the Code Enforcement Magistrate to DAVID A BRIGGS, for the following violation(s): Section 105.1 Florida Building Code (FBC), - Required by section 21.1, General Ordinances, Martin County Code, Section 21.105 Swimming Pools, General Ordinances, Martin County Code

Compliance was required by June 24, 2010. On September 13, 2024, an Affidavit of Compliance/ Accrued Fines was issued reflecting an outstanding fine of $ 519,500.00.

Aaron Gordon is the Current Owners of the property. Pursuant to a Warranty Deed recorded in Official Records Book 3445, Page 1642, Martin County, Florida Public Records, Respondent has no remaining interest in the property.

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 $51,950.00 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 $51,950.00 and accepted as full payment.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the 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. 10-0035834

MARTIN COUNTY, FLORIDA,
Petitioner,

vs.

DAVID A BRIGGS
Respondent(s),

PCN 234042001002006009

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 January 15, 2025, 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 18397 SE HERITAGE DR, TEQUESTA, FL 33469, Martin County, Florida and further described as:

   Lot 60, Block B, HERITAGE OAKS, according to plat thereof, as recorded in Plat Book 7, Page 10, of the Public Records of Martin County, Florida.

2. On May 19, 2010, an Order Finding Violation was issued by the Code Enforcement Magistrate to DAVID A BRIGGS, for the following violation(s):

   - Section 105.1 Florida Building Code (FBC), - Required by section 21.1, General Ordinances, Martin County Code
   - Section 21.105 Swimming Pools, General Ordinances, Martin County Code

   Compliance was required by June 24, 2010. On September 13, 2024, an Affidavit of Compliance/Accrued Fines was issued reflecting an outstanding fine of $ 519,500.00.

3. Aaron Gordon is the Current Owners of the property. Pursuant to a Warranty Deed recorded in Official Records Book 3445, Page 1642, Martin County, Florida Public Records, Respondent has no remaining interest in the property.

4. Staff has determined that a lien reduction is warranted. Current Owners were not responsible for the violation; however, they brought the property into compliance and have offered to pay $51,950.00 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:

ID:BIIeXEb25YYDBwZxuWC

Aaron Gordon

Date: January 9, 2025

PETITIONER: MARTIN COUNTY, FLORIDA

Rachel Spradley
Nuisance Abatement Coordinator

Date: 1/15/25

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 Aaron Gordon has offered payment in the total amount of $51,950.00 and Staff's determination that a reduction in the lien amount from $519,500.00 is warranted, Aaron Gordon, should be ordered to pay the amount of $51,950.00 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 15th day of January, 2025.

Paul J. Nicoletti
Code Enforcement Magistrate

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Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 25-0573 | CNST-9 | **Meeting Date:** 2/11/2025

PLACEMENT: Consent

TITLE:

REQUEST FOR ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF THE BRIDGE ON CR-708 (SE BRIDGE ROAD) OVER FLORIDA'S TURNPIKE

EXECUTIVE SUMMARY:

The Board is asked to adopt a Resolution that authorizes the execution of a Memorandum of Agreement with the Florida Department of Transportation for the maintenance of the bridge on CR-708 (SE Bridge Road) over Florida's Turnpike.

DEPARTMENT: Public Works

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

REQUESTED BY: Project Manager for the Project Development and Environmental (PD&E) Study for the widening of Florida's Turnpike

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

1. Agreement drafted by: Florida's Turnpike Enterprise and Martin County
2. Parties to the Agreement: Florida Department of Transportation (FDOT) and Martin County
3. Purpose of the Agreement: To establish the responsible agency and the maintenance responsibilities for the bridge on CR-708 over Florida's Turnpike
4. New/Renewal/Modified: New
5. Duration: Perpetuity
6. Benefits to Martin County: The FDOT will maintain the existing bridge and provide a new bridge to Martin County when Florida's Turnpike is widened

7. Cost to Martin County: Minimal sweeping costs (less than $1,000 per year) for first ten years after bridge is replaced (estimated to be after 2035)

Martin County accepted the right-of-way and the roadway for a segment of CR-708 (SE Bridge Road) from the Florida Department of Transportation (FDOT) in 2011 via the Quit Claim Deed, recorded in Official Record Book 2563, Page 1836 of the public records of Martin County, Florida. This segment of CR-708 (SE Bridge Road) includes the bridge over Florida's Turnpike. Florida's Turnpike Enterprise, a district of the FDOT, is conducting a Project Development and Environmental (PD&E) Study for the widening of Florida's Turnpike from Jupiter to Fort Pierce. During the study, it was determined that the bridge was not specifically identified during the transfer of the right-of-way and the roadway; therefore, the FDOT staff and County staff agreed that the FDOT would inspect and maintain the existing bridge until such time as the Turnpike is widened and the bridge is replaced. The staff developed the Memorandum of Agreement to establish the responsible agency and the maintenance responsibilities for the bridge on CR-708 (SE Bridge Road) over Florida's Turnpike.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

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

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the Resolution agreeing to enter into the Memorandum of Agreement with the Florida Department of Transportation for the maintenance of the bridge on CR-708 (SE Bridge Road) over Florida's Turnpike and authorizing the Chair to execute the Memorandum of Agreement.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and provide staff 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:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE BRIDGE ON CR-708 (SE BRIDGE ROAD) OVER FLORIDA'S TURNPIKE

WHEREAS, the Board of County Commissioners accepted the right-of-way and the roadway for a segment of CR-708 (SE Bridge Road) in 2011via the Quit Claim Deed as recorded in Official Record Book 2563, Page 1836, of the public records of Martin County, Florida; and

WHEREAS, this segment of CR-708 (SE Bridge Road) includes a bridge over Florida's Turnpike; and

WHEREAS the Florida's Turnpike Enterprise, a district of the Florida Department of Transportation (FDOT), is planning to widen Florida's Turnpike, which will require the bridge to be replaced; and

WHEREAS, during the planning process, the FDOT and the County determined that the bridge was not specifically identified in the transfer of the roadway and right-of-way of CR-708 (SE Bridge Road); and

WHEREAS, the Board of County Commissioners agrees that the continued maintenance of the bridge is in the best interest for the safety of the citizens of Martin County; and

WHEREAS, the FDOT has agreed to maintain the bridge on CR-708 (SE Bridge Road) over Florida's Turnpike until such time as the bridge is replaced during the widening of Florida's Turnpike; and

WHEREAS, it is necessary for the Board of County Commissioners to authorize execution of a Memorandum of Agreement (MOA) with the FDOT to outline the FDOT's and the County's responsibilities for maintaining the bridge on CR-708 (Bridge Road) over Florida's Turnpike.

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

1. The Board hereby agrees to enter into the Memorandum of Agreement with the Florida Department of Transportation for the maintenance of the bridge on CR-708 (SE Bridge Road) over Florida's Turnpike, and

2. The Board hereby authorizes the Chair to execute the Memorandum of Agreement.

DULY PASSED AND ADOPTED THIS _____ OF _____, 2025.

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

ATTEST:

_____
CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

_____
SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

_____
SARAH W. WOODS, COUNTY ATTORNEY

MEMORANDUM OF AGREEMENT

BETWEEN

FLORIDA DEPARTMENT OF TRANSPORTATION

AND

MARTIN COUNTY, FLORIDA

FOR THE MAINTENANCE OF THE MARTIN COUNTY BRIDGE ON SE BRIDGE ROAD (COUNTY ROAD 708 (CR-708)) OVER FLORIDA'S TURNPIKE (STATE ROAD 91 (SR-91)) AT MILEPOST 125.5 (MP 125.5)

This MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is made and entered into by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, an executive agency of the State of Florida (hereinafter the "DEPARTMENT"), with headquarters located at Florida's Turnpike Enterprise, Mile Post 263, Building 5315, Post Office Box 613069, Ocoee, Florida, 34761, and MARTIN COUNTY, a political subdivision of the State of Florida (hereinafter the "COUNTY"), with principal place of business located at 2401 SE Monterey Road, Stuart, Florida 34996.

WHEREAS, DEPARTMENT is authorized by Section 334.044, Florida Statutes, to coordinate the planning, development, and operation of the State Highway System;

WHEREAS, Florida's Turnpike Enterprise (hereinafter the "FTE"), is a district of the DEPARTMENT that operates and maintains the Turnpike System, a system of limited access toll roads being a part of the State Highway System, including State Road 91 (hereinafter "SR-91") (commonly referred to as Florida's Turnpike);

WHEREAS, FTE is authorized under Section 338.2216(1)(b), Florida Statutes, to plan, develop, own, purchase, lease, or otherwise acquire, demolish, construct, improve, relocate, equip, repair, maintain, operate, and manage the Turnpike System, and to cooperate, coordinate, partner, and contract with other entities, public and private, to accomplish these purposes;

WHEREAS, DEPARTMENT is planning for the future widening of SR-91 through its Project Development and Environmental Study under Financial Project Identification (hereinafter "FPID") No. 423374-1 (hereinafter the "PD&E Study");

WHEREAS, COUNTY by Resolution No._____ dated_____, attached hereto in Exhibit "A" and by this reference made a part hereof, desires to enter into this Agreement and authorized its officers to do so; and,

WHEREAS, the right-of-way for SE Bridge Road in Martin County, Florida, also known as County Road 708 (hereinafter "CR-708"), and Bridge No. 890119 (hereinafter the "COUNTY BRIDGE"), that crosses over Florida's Turnpike was transferred from the DEPARTMENT to COUNTY via Quit Claim Deed, as recorded in Official Record Book 2563, Page 1836, of the public records of Martin County, Florida (hereinafter the "COUNTY RIGHT-OF-WAY");

WHEREAS, the responsibility for the maintenance of COUNTY BRIDGE was not identified in the Quit Claim Deed as noted above;

WHEREAS, as part of the future widening of SR-91 (collectively hereinafter the "PROJECT"), the COUNTY BRIDGE will need to be replaced, including, without limitation, improvements within COUNTY RIGHT-OF-WAY, roadway widening, bridge widening, new bridge structures, retaining walls, noise walls, guardrails, barriers, cross drains, drainage pipes, drainage structures, stormwater management facilities, fences, signs, roadway lighting, intelligent transportation system, traffic signals, utility adjustments, and earthwork. All improvements within COUNTY RIGHT-OF-WAY necessitated by the improvements associated with the PROJECT are generally depicted in Exhibit "A", attached hereto and incorporated by reference. Any additional improvements within COUNTY RIGHT-OF-WAY, at the request of the COUNTY, would be the financial responsibility of the COUNTY.

WHEREAS, the DEPARTMENT will accommodate the replacement of the COUNTY BRIDGE included in the PROJECT through typical sections of CR-708 and COUNTY BRIDGE, as described in Exhibit "B";

WHEREAS, COUNTY has signed, concurrent with this Agreement, the Typical Section Package, consistent with the typical sections shown in Exhibit "B" of this Agreement;

WHEREAS, in anticipation of the PROJECT, the parties have agreed to set forth the ownership, operation, and maintenance responsibilities with respect to the existing COUNTY BRIDGE and the new CR-708 bridge over SR-91 constructed as part of the PROJECT at the location of the existing COUNTY BRIDGE; and

WHEREAS, DEPARTMENT and COUNTY agree that all maintenance obligations set forth in this Agreement shall continue in perpetuity in accordance with the laws of the State of Florida, unless otherwise provided for in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises and covenants hereinafter set forth, and other good and sufficient consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

A. RECITALS. Each of the above recitals is true and correct to the best of the knowledge, information, and belief of the parties, and they form a material part of this Agreement upon which the parties have relied.

B. TERM. This Agreement shall begin upon the Effective Date (as defined in Section E.10 below). All current and future maintenance obligations of the Parties shall be perpetual, unless otherwise agreed to by the Parties.

C. COUNTY CONCURRENCE WITH PROJECT. COUNTY has reviewed and concurs with the PROJECT's roadway typical section (Exhibit "A" hereto) prepared as part of the PD&E Study, which includes the proposed future replacement of the COUNTY BRIDGE, and the COUNTY agrees that no portions of COUNTY's landscaping or irrigation system shall extend into DEPARTMENT's right-of-way for Florida's Turnpike as described in the Warranty Deed recorded in Deed Book 77, Pages 74 through 76 and the Declaration of Final Judgement as recorded in Book 2, Pages 194 through 197 of the public records of Martin County, Florida.

D. MAINTENANCE RESPONSIBILITIES

1. Upon execution of this Agreement, COUNTY will continue to be responsible for the maintenance of the existing approach roadway, guardrails, barrier walls, signing, and pavement markings (hereinafter "surface features") of CR-708 and COUNTY BRIDGE. The DEPARTMENT's contractor will be responsible for the maintenance of the surface features of CR-708 and COUNTY BRIDGE during construction of the PROJECT as required in the DEPARTMENT's Standard Specifications for Road and Bridge Construction applicable to the PROJECT.

2. Upon execution of this Agreement, the DEPARTMENT will continue to be responsible for:

   (a) the maintenance of the existing abutments, sub-structure, approach slabs, and the limits of the concrete (hereinafter "structural elements") of the COUNTY BRIDGE up and until DEPARTMENT's final acceptance of the PROJECT by the DEPARTMENT (hereinafter "Final Acceptance"), as described in the DEPARTMENT's Standard Specifications for Road and Bridge Construction applicable to the PROJECT.

   (b) ensuring the COUNTY BRIDGE is inspected in accordance with the procedure for "Bridge and Other Structures Inspection and Reporting" (Topic No. 850-010-030) at the DEPARTMENT'S sole cost and expense, up and until Final Acceptance of the PROJECT by the DEPARTMENT.

3. Upon DEPARTMENT's Final Acceptance of the PROJECT, the COUNTY will be responsible for perpetually maintaining, at its sole cost and expense the surface features and structural elements of CR-708 and the new CR-708 bridge over SR-91 that is constructed as part of the PROJECT in accordance with the PROJECT's approved final plans and the standards and requirements of the DEPARTMENT generally applicable to work on DEPARTMENT right-of-way. Nothing in this paragraph shall be construed to absolve the COUNTY of its maintenance obligations set forth in Section D.1, above. Unless otherwise mutually agreed in writing, improvements constructed as part of the PROJECT on DEPARTMENT right-of-way shall be maintained to the same dimensions as originally constructed.

   Upon DEPARTMENT's Final Acceptance of the PROJECT, the COUNTY will be responsible for inspection and reporting of the new CR-708 bridge over SR-91 that is constructed as part of the PROJECT in accordance with the requirements of law and applicable DEPARTMENT standards and requirements, including but not limited to Section 335.074, Florida Statutes, the procedure for "Bridge and Other Structures Inspection and Reporting" (Topic No. 850-010-030), and the Department's Bridge Inspector's Field Handbook at the COUNTY's sole cost and expense.

4 For all COUNTY maintenance or restoration activities within DEPARTMENT right-of-way, the COUNTY shall submit to the DEPARTMENT a maintenance plan detailing the means and methods for accomplishing repairs in accordance with all DEPARTMENT standards, procedures, and specifications. This maintenance plan must be submitted to the DEPARTMENT at least 48 hours in advance of the planned maintenance work and approved by the DEPARTMENT prior to commencing any maintenance or repair activities (this requirement shall not be construed to limit the COUNTY's responsibility for taking

immediate action to protect the traveling public in the event any portion of the COUNTY BRIDGE, or the new CR-708 bridge over SR-91 that is constructed as part of the PROJECT, is determined to pose an imminent safety threat). The plan should detail, at minimum, how the COUNTY will provide for the following:

(a) the continuous traffic control and necessary traffic control devices as required for the safe movement of traffic past the location of the structure being repaired for the duration of the repair in accordance with DEPARTMENT standards, procedures, and specifications.

(b) the protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.

(c) the containment of debris or materials used in or resulting from the repair.

The COUNTY's performance of its maintenance responsibilities for portions of the COUNTY BRIDGE or the new CR-708 bridge over SR-91 that is constructed as part of the PROJECT located on DEPARTMENT right-of-way are subject to periodic inspection by the DEPARTMENT, at the DEPARTMENT's sole discretion. If the DEPARTMENT determines that the COUNTY has failed to maintain the portions of the COUNTY BRIDGE located on DEPARTMENT right-of-way in accordance with the terms of this Agreement, the DEPARTMENT may cause the needed maintenance to be performed and the COUNTY shall reimburse any costs incurred by the DEPARTMENT for such work. If the needed maintenance is not required to avoid or correct a risk of injury to persons or property, the DEPARTMENT will notify the COUNTY, in writing, 90 days in advance of performing maintenance work for which the COUNTY is responsible. If the COUNTY does not perform the required maintenance within such period, the DEPARTMENT may proceed to perform the work at the COUNTY's expense.

Maintenance work performed by the COUNTY on the DEPARTMENT's right-of-way shall only be performed by qualified contractors, the selection of which is subject to review and approval by the DEPARTMENT, and shall be subject to the requirements of this Agreement generally applicable to work in DEPARTMENT right-of-way, including the requirements for insurance and indemnity, use of approved materials, 48-hour advance notice of work to be performed, maintenance of traffic, workmanlike performance, erosion and pollution control, environmental requirements, avoidance of damage to DEPARTMENT facilities, public safety, hours of operation, and lane closures. Maintenance work that includes reconstruction of any portion of the COUNTY BRIDGE shall be subject to all provisions of this Agreement applicable to the initial construction.

The provisions of this section shall survive the expiration or termination of this Agreement.

5. COUNTY shall be solely responsible for any damages or injuries to surrounding property, vehicles, people, or other assets occurring as a result of the maintenance or repair operations by the COUNTY or as caused by failure to perform required maintenance.

6. COUNTY acknowledges that Florida's Turnpike is a state designated evacuation route. Should emergency evacuation be needed or declared, the COUNTY will cooperate with

the DEPARTMENT to ensure all lanes and shoulders within DEPARTMENT right-of-way are available to traffic as needed.

7. All maintenance and repair activities impacting DEPARTMENT right-of-way to be performed by the COUNTY must plan for the ability to demobilize and restore traffic upon short notice.

8. The COUNTY will be solely responsible for cleanup or restoration that is required to correct any environmental or health hazards that may result from COUNTY's maintenance operations and for payment of any fines, fees or penalties incurred.

E. MISCELLANEOUS.

1. Neither the granting of permission to use FTE's right-of-way, nor the COUNTY's placement of facilities, or improvements upon the property of FTE shall create or vest any property right to or in the FTE right-of-way. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida.

2. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the parties' respective sovereign immunity protections, or as increasing the limits of liability as set forth in section 768.28 of the Florida Statutes.

3. This Agreement constitutes the entire agreement of the parties pertaining to the matters contained herein, and supersedes all prior negotiations and discussions of the parties, whether oral or written. No waiver, modification, or amendment of the terms of this Agreement will be valid unless in writing and signed by each of the parties hereto.

4. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties agree that venue shall lie in Leon County, Florida.

5. This Agreement is not intended for the benefit of third-parties.

6. No provision of this Agreement shall be construed against or interpreted to the disadvantage of either party by any court or other governmental entity by reason of such party's having or being deemed to have prepared or participated in the preparation of this Agreement.

7. This Agreement shall be binding upon each of the parties hereto, together with their representatives, successors, and assigns. Neither party shall assign this Agreement or the rights and obligations hereunder to any other person or firm without the prior written consent of both parties hereto.

8. All notices or other communications by or between the parties that may due or required shall be sufficient if given by hand delivery, or mailed by first class mail, or by registered or certified mail, return receipt requested, or by overnight courier service, return receipt requested to the following addresses:

As to the DEPARTMENT:

Director of Transportation Operations
Florida's Turnpike Enterprise
Post Office Box 9828
Fort Lauderdale, Florida 33310

With a copy to:

Office of the Turnpike General Counsel
Post Office Box 613069
Ocoee, Florida 34761

As to the COUNTY:

County Administrator
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, Florida 34996

With a copy to:

Martin County Attorney
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, Florida 34996

9. This Agreement may be executed by any number of counterparts, each of which when executed and delivered, shall constitute and be deemed an original, but all counterparts together shall constitute one and the same instrument.

10. This Agreement shall become effective when all parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) shall be deemed the effective date of this Agreement ("Effective Date").

IN WITNESS WHEREOF, the COUNTY and the DEPARTMENT have caused this Agreement to be executed and delivered by their respective duly authorized officers on the dates indicated below.

[*Remainder of page left intentionally blank - Signature page follows*]

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

ATTEST:

_____
CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

_____
SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

_____
SARAH W. WOODS, COUNTY ATTORNEY

DATE SIGNED: _____

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____
Nicola Liquori
Executive Director & Chief Executive Officer

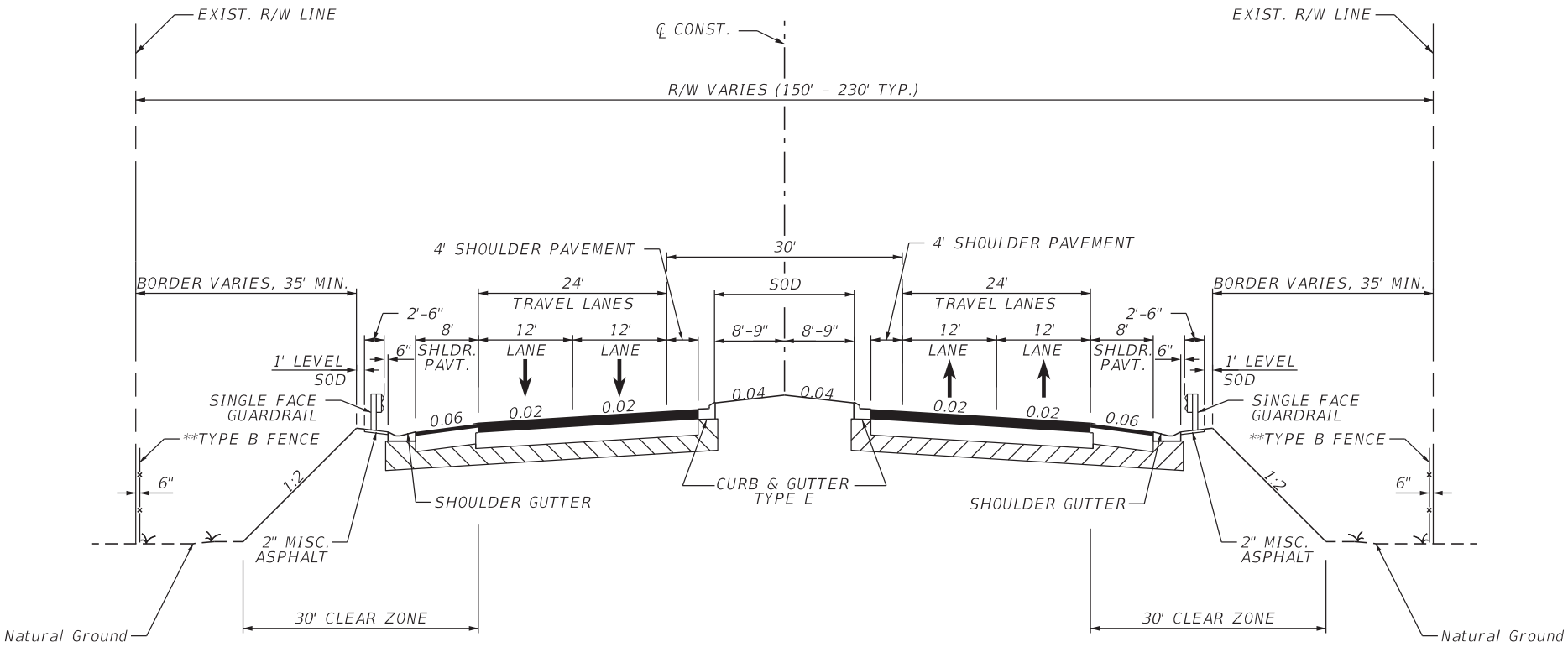
Date Signed: _____

ATTEST: _____
Executive Secretary Official Seal

Legal Review (Department):

_____

Exhibit "B"
Typical Sections



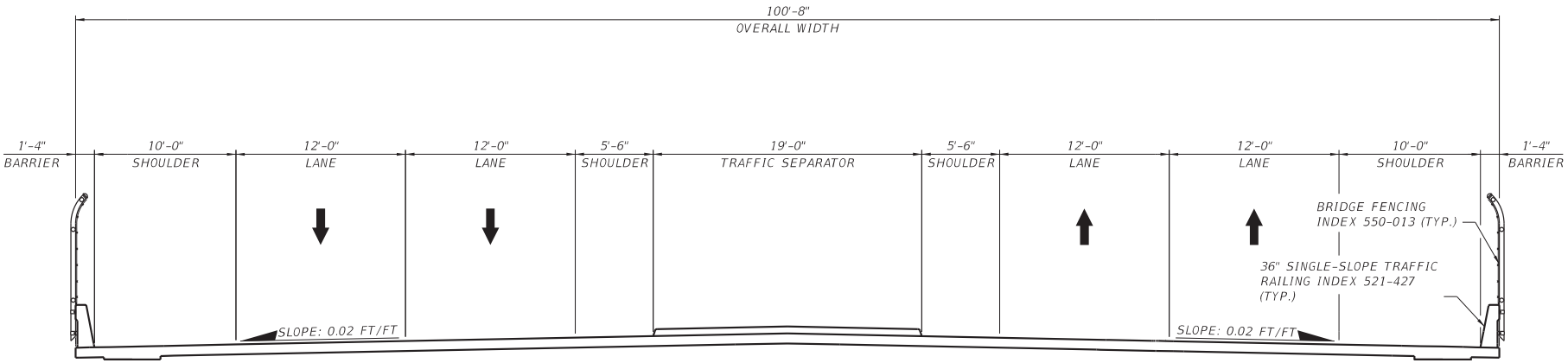
TYPICAL SECTION
CR 708 (BRIDGE ROAD)
OVER TURNPIKE MAINLINE (SR 91)
MP 125.5

TRAFFIC DATA

CURRENT YEAR* = 2022 AADT = 7,000
ESTIMATED OPENING YEAR = 2025 AADT = 8,500
ESTIMATED DESIGN YEAR = 2045 AADT = 19,000
TRUCK DDHV = 50
K = 9.9% D = 58.5% T = 15.1% (24 HOUR)
DESIGN HOUR T = 3.9%
DESIGN SPEED = 55 MPH
POSTED SPEED = 55 MPH

* THE CURRENT YEAR DATA IS A PROJECTION FROM THE ORIGINAL DATA GATHERED IN 2016.

** TYPE B FENCE IS ONLY ALONG THE L/A RW LIMITS.



PROPOSED TYPICAL SECTION
CR 708 (BRIDGE ROAD)
BRIDGE OVER SR 91 (FLORIDA'S TURNPIKE)
MP 125.5

TRAFFIC DATA

CURRENT YEAR* = 2022 AADT = 7,000
ESTIMATED OPENING YEAR = 2025 AADT = 8,500
ESTIMATED DESIGN YEAR = 2045 AADT = 19,000
TRUCK DDHV = 50
K = 9.9% D = 58.5% T = 15.1% (24 HOUR)
DESIGN HOUR T = 3.9%
DESIGN SPEED = 55 MPH
POSTED SPEED = 55 MPH

* THE CURRENT YEAR DATA IS A PROJECTION FROM THE ORIGINAL DATA GATHERED IN 2016.

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 25-0575 | CNST-10 | **Meeting Date:** 2/11/2025

PLACEMENT: Consent

TITLE:

ADOPTION OF A RESOLUTION APPROVING AND ACCEPTING TEN PERPETUAL EASEMENTS, FOR SHORELINE RESTORATION, AS PART OF THE MACARTHUR BOULEVARD DUNE AND BEACH PROJECT

EXECUTIVE SUMMARY:

This is a request for the adoption of a Resolution accepting and approving ten Perpetual Easements from property owners along MacArthur Boulevard providing access to complete the MacArthur Boulevard Dune and Beach Project, which will restore and maintain the dune along the Atlantic Ocean side of MacArthur Boulevard.

DEPARTMENT: Public Works

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

REQUESTED BY: Jessica Garland, Coastal Program Manager

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

1. Easements prepared by:
   Martin County

2. Parties to the Easements:
   Property owners - Grantors
   Martin County - Grantee

3. Purpose of the Easements:
   Restoration and maintenance of the dune along the eastern side of MacArthur Boulevard

4. New/Renewal/Modification:
   New

5. Duration:
   Perpetual

6. Benefits to Martin County:
   Addition of new easements to the County for restoration and maintenance of the dune along MacArthur Boulevard

7. Cost to Martin County:
   Title Reports, mailing and recording fees: Less than $3,500

The MacArthur Boulevard Dune was damaged during the 2004 Hurricanes Frances and Jeanne. Immediately following those storms, a FEMA project was completed to restore the dune. In September 2022, Hurricane Ian passed over the State of Florida, and in November 2022, Hurricane Nicole made landfall in Fort Pierce which caused significant erosion to the Martin County shoreline. The MacArthur Boulevard Dune requires extensive restoration work. Staff will obtain all necessary permits and easements to construct this project. Florida Department of Environmental Protection (FDEP) funds have been allocated during the December 2022 special legislative session for a portion of this project. Construction is proposed for FY26 in conjunction with the Hutchinson Island Shore Protection Project, and funds will be needed to cover the difference remaining from the FDEP grant. The United States Army Corps of Engineers requires all easements be perpetual.

Perpetual Easements were sent to property owners along the eastern side of MacArthur Boulevard, and staff has received 10 of the 43 Easements. The Environmental Resource Division requests acceptance of a Resolution approving these ten (10) Perpetual Easements to avoid further costs and delays.

The Real Property Division has confirmed ownership of each of the easement areas. Sec. 139.31 and 139.32, General Ordinances, Martin County Code require that any conveyance of an interest in land to Martin County for any public purpose shall be accepted and approved by Resolution from the Board of County Commissioners of Martin County.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

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

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt a Resolution approving and accepting the ten Perpetual Easements from property owners along MacArthur Boulevard and authorize the Chair to execute any and all documents associated with this transaction.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

Funding Source	County Funds	Non-County Funds
Title Reports - O&E Reports (10 parcels)	$2,250.00	
Recording and Mailing Fees (less than $1,250)	$1,250.00	
Account: 3201-1307-xxxxx-537-2028		
Subtotal	$3,500.00	
TOTAL	$3,500.00	

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

☐ Grant / Application ☐ Notice ☐ Ordinance ☒ Resolution

☐ Other:

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. 25-____

WHEREAS, Martin County requires Perpetual Easements from certain property owners along MacArthur Boulevard, fronting the Atlantic Ocean in Martin County, for access to restore and maintain the MacArthur Boulevard Dune; and

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

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

Martin County hereby accepts and approves Perpetual Easements from property owners of ten (10) parcels identified in Exhibit "A", attached hereto and made a part hereof, along MacArthur Boulevard in Martin County.

DULY PASSED AND ADOPTED THIS 11th DAY OF FEBRUARY, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

_____
SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

_____
SARAH W. WOODS, COUNTY ATTORNEY

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EXHIBIT "A"

MacArthur Boulevard Dune and Beach Project

Parcel Control Numbers

	Parcel ID	Current Owner
1	32-37-42-000-000-00060-4	Mark S. Hudson and Pamela K. Hudson
2	05-38-42-000-000-00030-5	Goose 220 MacArthur, LLC
3	05-38-42-000-000-00050-0	Pike H. Sullivan, III, Trustee of The Pike H. Sullivan Revocable Trust of 2020
4	05-38-42-001-000-00350-6	Stephen C. Roy, Trustee of the Stephen C. Roy Revocable Trust
5	05-38-42-001-000-00360-4	Ranga Rathakrishnan
6	05-38-42-001-000-00490-7	Alire, Ltd.
7	05-38-42-001-000-00531-8	Lianne M. Maxson, Trustee of the Lianne M. Maxson Declaration of Trust
8	05-38-42-001-000-00560-2	Peter W. Ghiorse and Linda D. Ghiorse
9	05-38-42-001-000-00581-7	Kenneth R. Hodor and Sheryl Hotchkiss Hodor, Co-Trustees of the Kenneth R. Hodor and Sheryl Hotchkiss Hodor Irrevocable Stuart Realty Trust
10	05-38-42-001-000-00600-4	John Houde and Christine Houde

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MacArthur Blvd Dune Restoration

Category Concurrency
Project Number 7509
Location Hutchinson Island
District 1

Project Limits MacArthur Blvd Dune from R-26 to R-34

Related Projects None
Lead Dept/Division Public Works/Coastal Management
Year Project Initiated 2023

Project Life Cycle 5 Years

Resilience Requirements ☑ 2040 Vulnerability ☐ 2070 Vulnerability ☐ 2100 Vulnerability

DESCRIPTION

The MacArthur Blvd dune restoration project plans to reconstruct a beachfront dune along MacArthur Boulevard beach beginning at Florida Department of Environmental Protection (FDEP) Monument R-25 and extending south to R-34.

BACKGROUND

MacArthur Dune was damaged during the 2004 Hurricanes Frances and Jeanne. Immediately following those storms a FEMA project was completed along the dune to restore the dune. In September 2022 Hurricane Ian passed over the State of Florida and in November 2022 Hurricane Nicole made landfall in Fort Pierce and caused significant erosion to the Martin County shoreline. The MacArthur Blvd dune requires extensive restoration work. Staff will obtain all necessary permits and easements to construct this project. FDEP funds have been allocated during the December 2022 special legislative session for a portion of this project. Construction is proposed for FY26 and funds will be needed to cover the difference left from the FDEP grant. It is anticipated that a Municipal Service Benefit Unit (MSBU) shall be administered to the dune front property owners for proportionate funding of the project.

PROJECT ORIGINATION

Infrastructure Needs

JUSTIFICATION

Policy 8.2E.10 of the Comprehensive Growth Management Plan has Coastal Infrastructure Requirements "to maintain established levels of service and phased and maintained infrastructure to assure that adequate public facilities and services are available to existing and projected residents and visitors to the coastal high-hazard area." This work involves mitigation practices to protect MacArthur Blvd infrastructure from high-tide events, storm surges, and related impacts of sea-level rise.

				Funded					Unfunded
Expenditures	**Total**	**To Date**		**FY25**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30-FY34**
Design	200,000			100,000					100,000
Monitoring	1,600,000				200,000	200,000	200,000	200,000	800,000
CEI	150,000				150,000				
Construction	2,250,000				2,250,000				
Expenditure Total	**4,200,000**	**-**		**100,000**	**2,600,000**	**200,000**	**200,000**	**200,000**	**900,000**
Revenues	**Total**	**To Date**	**Carryover**	**FY25**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30-FY34**
Ad Valorem	391,700		391,700						
Beach Property MSBU	1,000,000				1,000,000				
Grant(s)	1,388,300		538,300		670,000	60,000	60,000	60,000	
Revenue Total	**2,780,000**	**-**	**930,000**	**-**	**1,670,000**	**60,000**	**60,000**	**60,000**	**-**
							Total Unfunded		**1,420,000**

OPERATING BUDGET IMPACT

Staff time to administer the program.

MARTIN COUNTY
PUBLIC WORKS DEPARTMENT
REAL PROPERTY #4028-4071

Location Map
MacArthur Boulevard
Easements

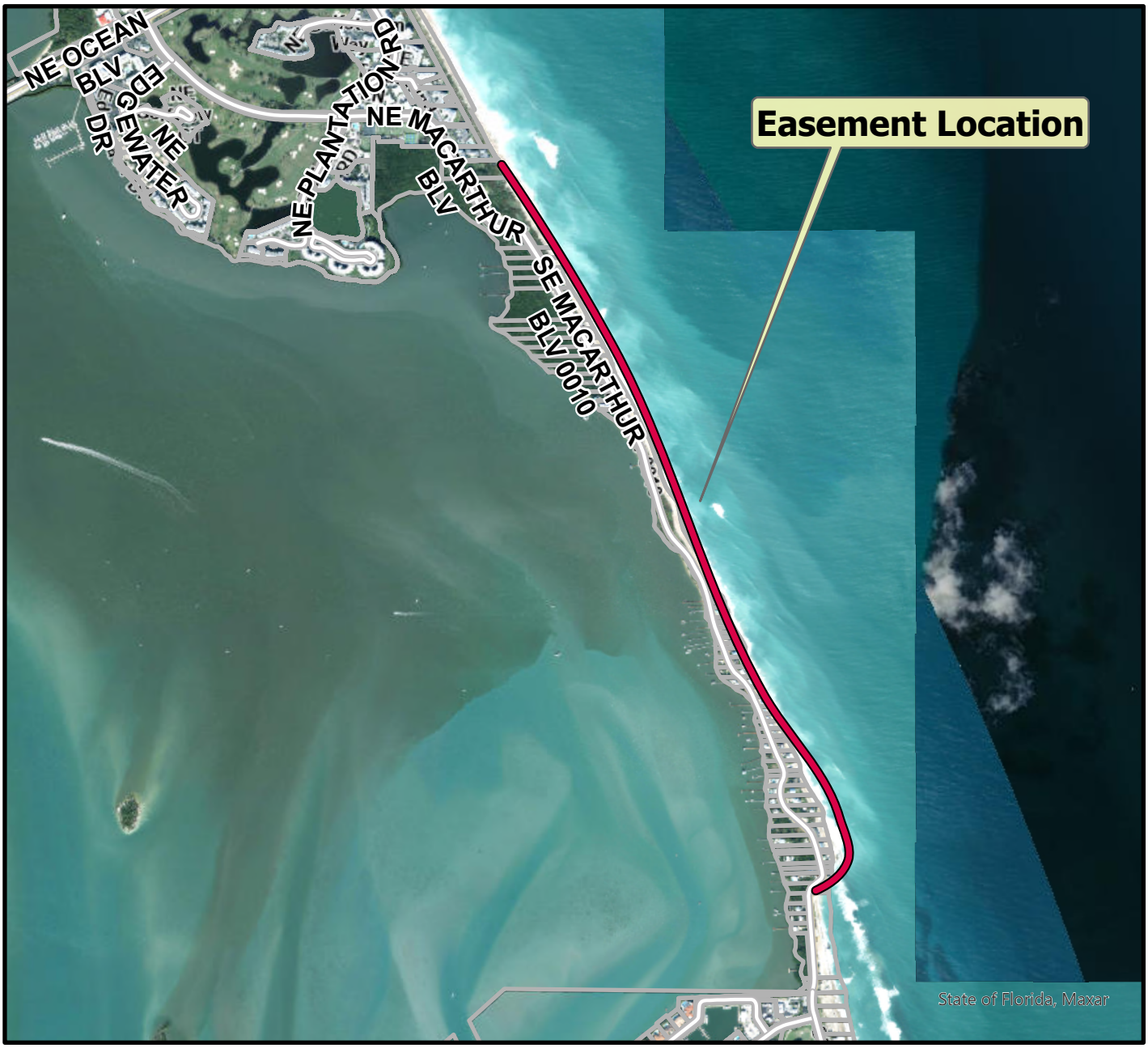

EXHIBIT ONLY

NOT TO SCALE
2023 Aerial

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

Project Name: MacArthur Blvd Dune and Beach Project
Project No: RPM # 4067
PCN: 05-38-42-001-000-00581-7

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PERPETUAL EASEMENT

THIS EASEMENT granted and executed this 1 day of OCTOBER, 2024, by **KENNETH R. HODOR and SHERYL HOTCHKISS HODOR, Co-Trustees of the Kenneth R. Hodor and Sheryl Hotchkiss Hodor Irrevocable Stuart Realty Trust Agreement dated August 8, 2002**, whose address is 315 SE 17th Avenue, Fort Lauderdale, Florida 33301, Grantor, to **MARTIN COUNTY, a political subdivision of the State of Florida**, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of $1.00 in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an assignable easement and right-of-way, in on, over, and across the hereinafter described land for use by Martin County, its representatives, agents, contractors, and assigns, to nourish, renourish, protect, operate, and maintain a public beach thereon, including the right to provide use by the public, to deposit sand, to accomplish any alterations or contours on said land; to construct dunes and berms; to erect protective silt screens and fences and to perform any other work necessary and incident to the construction and maintenance of the Martin County Dune Protection Project, together with the continuing right to clear and remove any brush, debris, vegetation, structures, and obstructions which, in the opinion of the representatives of Martin County, may be detrimental to the project; and further excepting and reserving to the landowner the right to construct a wooden walkway access structure across said easement, provided that the manner of construction and location of the walkway is first approved in writing by the representatives of Martin County and reserving to the landowner all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easements hereby acquired, provided that no excavation shall be conducted and no landfill placed on the land except as provided above. The easement is taken subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

Accepted pursuant to
Resolution No. _____

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See Exhibit "A" attached hereto and made a part hereof (the "Easement Premises").

PROVIDED that no part of the foregoing shall be construed as in any manner creating or approving public use of dune areas currently protected by Section 33-72 of the Martin County Code. Said limitation on this easement shall be constructed to protect the property rights of the Grantor and shall remain in effect notwithstanding any future amendment of said ordinance.

Grantor acknowledges that Grantor is the lawful owner of and has good and marketable legal title to the Easement Property; that Grantor has the full right, power and authority to grant this easement to Grantee, and the full right, power and authority to grant this easement to Grantee, and all other rights granted hereunder; and that Grantor agrees that in the event that another party attempts to and/or does set aside this easement based on a superior right in the Easement Property, or commit any act which would in any way nullify or interfere with the rights granted hereunder, that Grantor will take all such steps as shall be necessary and appropriate to secure to Grantee the rights and interest secured hereunder. Grantor further warrants that there are no mortgages encumbering the Easement Premises.

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

Signed, sealed and delivered
in the presence of:

WITTNESSES:

Printed Name: TROY ALAN HotchKiss
Address: 1116 GUAVA Isle
Ft Lauderdale, FL 33315

Printed Name: PATRICIA A. JOHNSEN
Address: 2900 NE 14 St Cswy. #406
Pompano Beach, FL 33062

Printed Name: Roxann Wohl
Address: 15 Isle of Venice, Unit 1
Fort Lauderdale, FL 33301

Printed Name: PATRICIA A. JOHNSEN
Address: 2900 NE 14 St. Cswy. #406
Pompano Beach, FL 33062

STATE OF FLORIDA
COUNTY OF BROWARD

KENNETH R. HODOR AND SHERYL HOTCHKISS HODOR IRREVOCABLE STUART REALTY TRUST AGREEMENT

By: _____
KENNETH R. HODOR,
Co-Trustee

By: _____
SHERYL HOTCHKISS HODOR,
Co-Trustee

The foregoing instrument was acknowledged before me this 1ST day of October, 2024, by KENNETH R. HODOR and SHERYL HOTCHKISS HODOR (X) by means of physical presence or ( ) online notarization, who (X) are personally known to me or ( ) have produced _____ as identification.

(NOTARY SEAL)

PATRICIA A. JOHNSEN
MY COMMISSION # HH 050932
EXPIRES: November 15, 2024
Bonded Thru Notary Public Underwriters

Notary Public, State of FLORIDA
Print Name: PATRICIA A. JOHNSEN
My Commission Expires: 11-15-2024

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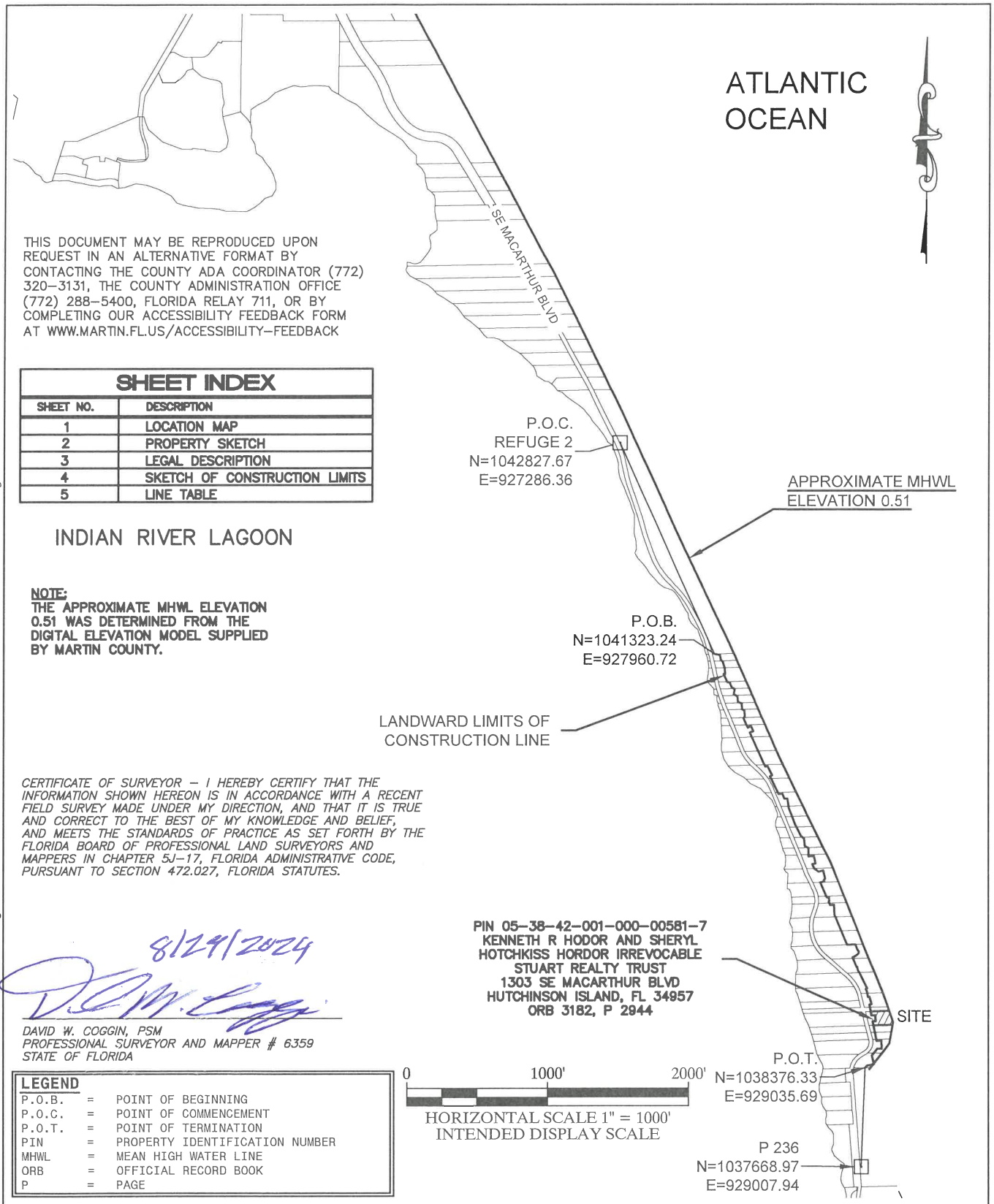
EXHIBIT A



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SHEET INDEX

SHEET NO.	DESCRIPTION
1	LOCATION MAP
2	PROPERTY SKETCH
3	LEGAL DESCRIPTION
4	SKETCH OF CONSTRUCTION LIMITS
5	LINE TABLE

NOTE:
THE APPROXIMATE MHWL ELEVATION 0.51 WAS DETERMINED FROM THE DIGITAL ELEVATION MODEL SUPPLIED BY MARTIN COUNTY.

CERTIFICATE OF SURVEYOR – I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS IN ACCORDANCE WITH A RECENT FIELD SURVEY MADE UNDER MY DIRECTION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

8/29/2024

DAVID W. COGGIN, PSM
PROFESSIONAL SURVEYOR AND MAPPER # 6359
STATE OF FLORIDA

LEGEND

P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.O.T.	=	POINT OF TERMINATION
PIN	=	PROPERTY IDENTIFICATION NUMBER
MHWL	=	MEAN HIGH WATER LINE
ORB	=	OFFICIAL RECORD BOOK
P	=	PAGE

Morgan & Eklund Inc.
PROFESSIONAL SURVEY CONSULTANTS
4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3165
LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00581-7

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY
LFP	DWC	N/A / N/A	N/A

COMMISSION NO. 35762-8
SCALE 1" = 1000'
DATE 8/28/24
SHEET 1 OF 5

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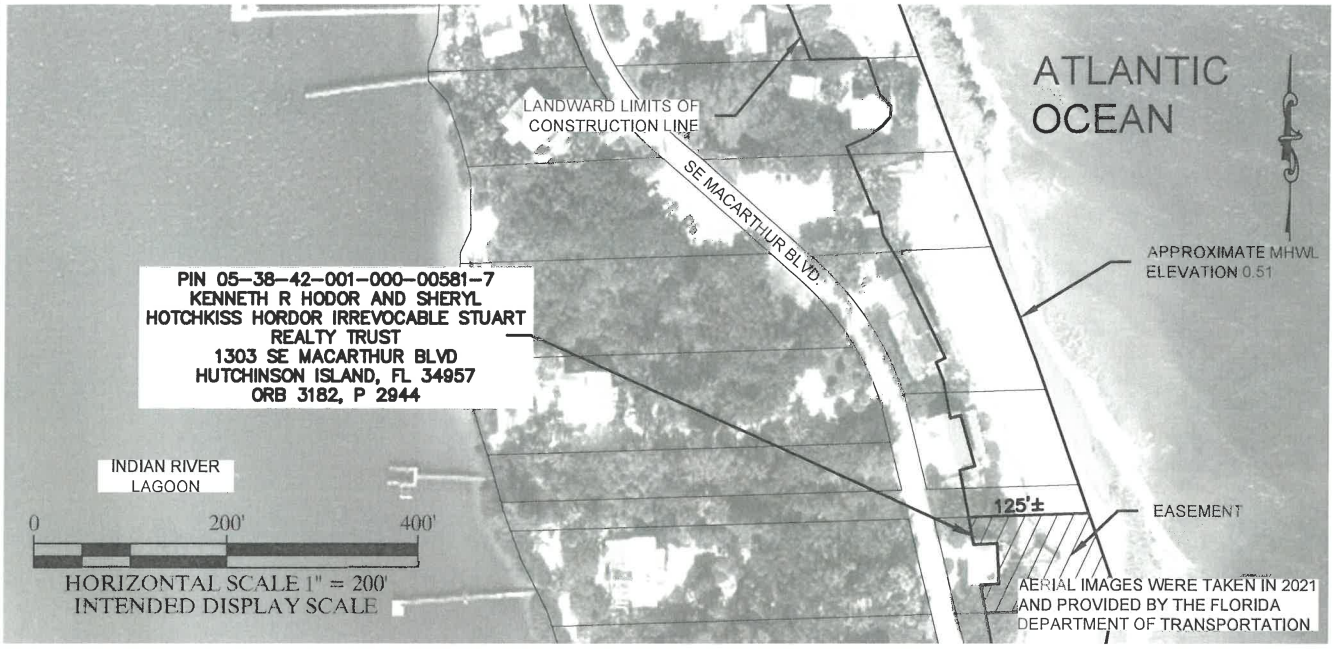
EXHIBIT A



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LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00581-7

COMMISSION NO.	SCALE	DATE
35762-8	1" = 200'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	2 OF 5

EXHIBIT A

DESCRIPTION OF CONSTRUCTION EASEMENT:

THAT PORTION OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3182, PAGE 2944 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, LYING EASTERLY OF THE LIMITS OF CONSTRUCTION LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CGS CONCRETE MONUMENT REFUGE 2, HAVING COORDINATES OF NORTHING OF 1,042,827.67 AND EASTING OF 927,286.36 AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT (NAD83/11), PROCEED S 24° 08' 39" E FOR A DISTANCE OF 1648.66 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY LIMITS OF CONSTRUCTION LINE, HAVING A NORTHING OF 1,041,323.24 AND AN EASTING OF 927,960.72 NAD83/11; THENCE ALONG THE LIMITS OF CONSTRUCTION LINE S 80° 25' 59" E FOR A DISTANCE OF 39.29 FEET TO A POINT; THENCE S 11° 12' 31" E FOR A DISTANCE OF 35.45 FEET TO A POINT; THENCE S 45° 25' 23" E FOR A DISTANCE OF 19.06 FEET TO A POINT; THENCE S 17° 00' 06" E FOR A DISTANCE OF 49.75 FEET TO A POINT; THENCE S 03° 00' 03" E FOR A DISTANCE OF 40.31 FEET TO A POINT; THENCE S 86° 59' 57" W FOR A DISTANCE OF 10.82 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 63.80 FEET TO A POINT; THENCE N 88° 12' 26" E FOR A DISTANCE OF 15.57 FEET TO A POINT; THENCE S 22° 53' 36" E FOR A DISTANCE OF 41.90 FEET TO A POINT; THENCE S 62° 01' 36" E FOR A DISTANCE OF 22.75 FEET TO A POINT; THENCE S 08° 19' 01" W FOR A DISTANCE OF 38.58 FEET TO A POINT; THENCE S 62° 44' 04" E FOR A DISTANCE OF 28.53 FEET TO A POINT; THENCE S 06° 20' 30" E FOR A DISTANCE OF 39.29 FEET TO A POINT; THENCE S 65° 51' 47" E FOR A DISTANCE OF 31.35 FEET TO A POINT; THENCE S 01° 31' 49" E FOR A DISTANCE OF 39.69 FEET TO A POINT; THENCE S 56° 50' 28" E FOR A DISTANCE OF 22.43 FEET TO A POINT; THENCE S 00° 50' 51" E FOR A DISTANCE OF 39.21 FEET TO A POINT; THENCE S 27° 17' 55" W FOR A DISTANCE OF 16.90 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 70.53 FEET TO A POINT; THENCE N 65° 52' 21" E FOR A DISTANCE OF 26.78 FEET TO A POINT; THENCE S 24° 07' 39" E FOR A DISTANCE OF 39.85 FEET TO A POINT; THENCE S 65° 52' 21" W FOR A DISTANCE OF 26.56 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 227.94 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 38.38 FEET TO A POINT; THENCE N 64° 10' 43" E FOR A DISTANCE OF 15.46 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 77.46 FEET TO A POINT; THENCE S 64° 10' 43" W FOR A DISTANCE OF 15.46 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 139.73 FEET TO A POINT; THENCE N 88° 12' 27" E FOR A DISTANCE OF 26.93 FEET TO A POINT; THENCE S 22° 27' 11" E FOR A DISTANCE OF 38.05 FEET TO A POINT; THENCE N 88° 11' 21" E FOR A DISTANCE OF 21.99 FEET TO A POINT; THENCE S 07° 56' 47" E FOR A DISTANCE OF 67.49 FEET TO A POINT; THENCE S 21° 49' 18" E FOR A DISTANCE OF 68.04 FEET TO A POINT; THENCE S 20° 43' 21" E FOR A DISTANCE OF 61.24 FEET TO A POINT; THENCE S 30° 42' 54" E FOR A DISTANCE OF 24.10 FEET TO A POINT; THENCE S 26° 59' 14" E FOR A DISTANCE OF 64.96 FEET TO A POINT; THENCE S 48° 14' 19" E FOR A DISTANCE OF 29.41 FEET TO A POINT; THENCE S 05° 00' 27" E FOR A DISTANCE OF 51.10 FEET TO A POINT; THENCE S 61° 11' 04" E FOR A DISTANCE OF 31.89 FEET TO A POINT; THENCE S 00° 04' 16" W FOR A DISTANCE OF 60.54 FEET TO A POINT; THENCE N 82° 41' 08" E FOR A DISTANCE OF 37.71 FEET TO A POINT; THENCE S 12° 01' 46" E FOR A DISTANCE OF 55.75 FEET TO A POINT; THENCE S 77° 58' 14" W FOR A DISTANCE OF 23.14 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 35.55 FEET TO A POINT; THENCE S 54° 11' 31" E FOR A DISTANCE OF 36.43 FEET TO A POINT; THENCE N 76° 21' 27" E FOR A DISTANCE OF 32.96 FEET TO A POINT; THENCE S 13° 38' 33" E FOR A DISTANCE OF 56.81 FEET TO A POINT; THENCE S 35° 30' 42" W FOR A DISTANCE OF 16.03 FEET TO A POINT; THENCE S 10° 04' 50" E FOR A DISTANCE OF 9.99 FEET TO A POINT; THENCE S 77° 56' 35" W FOR A DISTANCE OF 26.85 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 116.59 FEET TO A POINT; THENCE N 87° 18' 28" E FOR A DISTANCE OF 14.81 FEET TO A POINT; THENCE S 02° 41' 32" E FOR A DISTANCE OF 28.74 FEET TO A POINT; THENCE S 87° 18' 28" W FOR A DISTANCE OF 4.21 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 29.21 FEET TO A POINT; THENCE N 86° 46' 56" E FOR A DISTANCE OF 25.23 FEET TO A POINT; THENCE S 03° 13' 04" E FOR A DISTANCE OF 70.37 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 230.89 FEET TO A POINT; THENCE N 88° 12' 26" E FOR A DISTANCE OF 59.30 FEET TO A POINT; THENCE S 19° 31' 11" E FOR A DISTANCE OF 40.49 FEET TO A POINT; THENCE S 43° 31' 43" E FOR A DISTANCE OF 15.97 FEET TO A POINT; THENCE S 01° 17' 41" W FOR A DISTANCE OF 10.62 FEET TO A POINT; THENCE S 40° 58' 46" W FOR A DISTANCE OF 13.31 FEET TO A POINT; THENCE S 51° 59' 30" W FOR A DISTANCE OF 19.33 FEET TO A POINT; THENCE S 66° 40' 18" W FOR A DISTANCE OF 23.52 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 74.88 FEET TO A POINT; THENCE N 78° 57' 05" E FOR A DISTANCE OF 5.20 FEET TO A POINT; THENCE S 11° 02' 55" E FOR A DISTANCE OF 24.71 FEET TO A POINT; THENCE S 31° 01' 25" E FOR A DISTANCE OF 32.92 FEET TO A POINT; THENCE S 26° 06' 49" E FOR A DISTANCE OF 110.67 FEET TO A POINT; THENCE S 63° 53' 11" W FOR A DISTANCE OF 10.77 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 21.16 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 39.12 FEET TO A POINT; THENCE N 74° 27' 29" E FOR A DISTANCE OF 11.21 FEET TO A POINT; THENCE S 15° 32' 31" E FOR A DISTANCE OF 54.64 FEET TO A POINT; THENCE S 74° 27' 29" W FOR A DISTANCE OF 15.94 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 78.74 FEET TO A POINT; THENCE N 87° 05' 19" E FOR A DISTANCE OF 24.94 FEET TO A POINT; THENCE S 02° 54' 41" E FOR A DISTANCE OF 42.13 FEET TO A POINT; THENCE S 87° 05' 19" W FOR A DISTANCE OF 19.25 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 141.29 FEET TO A POINT; THENCE N 88° 06' 13" E FOR A DISTANCE OF 31.18 FEET TO A POINT; THENCE S 01° 53' 47" E FOR A DISTANCE OF 55.90 FEET TO A POINT; THENCE S 88° 06' 13" W FOR A DISTANCE OF 27.58 FEET TO A POINT; THENCE S 37° 17' 13" W FOR A DISTANCE OF 60.00 FEET TO A POINT; THENCE S 11° 44' 42" E FOR A DISTANCE OF 64.62 FEET TO A POINT; THENCE S 78° 15' 18" W FOR A DISTANCE OF 46.79 FEET TO A POINT; THENCE S 44° 28' 12" W FOR A DISTANCE OF 21.72 FEET TO THE POINT OF TERMINATION, HAVING A NORTHING OF 1,038,376.33 AND AN EASTING OF 929,035.69 NAD83/11, SAID POINT BEING 707.91 FEET DISTANT FROM CGS CONCRETE MONUMENT P 236 HAVING A NORTHING OF 1,037,668.97 AND EASTING OF 929,007.94 NAD83/11 ALONG A BEARING OF N 02° 14' 47" E.

NOTE:
BEARINGS ARE BASED UPON A LINE FROM CGS CONCRETE MONUMENT REFUGE 2 TO CGS CONCRETE MONUMENT P 236, AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, HAVING A BEARING OF S 18° 27' 18" E.

Morgan & Eklund Inc.
PROFESSIONAL SURVEY CONSULTANTS
M&E
4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3165
LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00581-7

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	COMMISSION NO. / SCALE / DATE / SHEET
LFP	DWC	N/A / N/A	N/A	35762-8 / — / 8/28/24 / 3 OF 5

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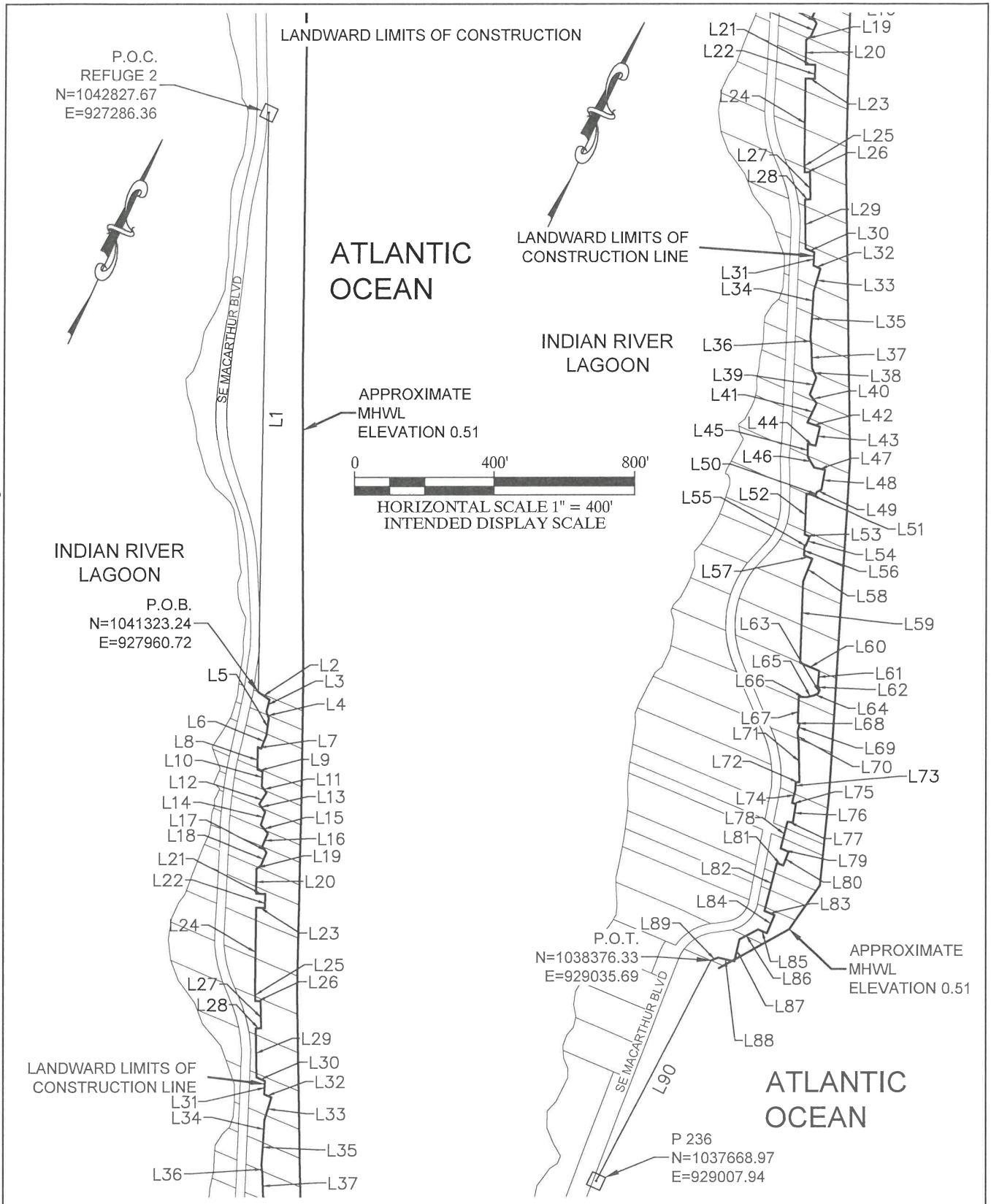
EXHIBIT A



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SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00581-7

COMMISSION NO.	SCALE	DATE
35762-8	1" = 400'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	4 OF 5

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EXHIBIT A

Line Table		
Line #	Direction	Length
L1	S24°08'39"E	1648.66'
L2	S80°25'59"E	39.29'
L3	S11°12'31"E	35.45'
L4	S45°25'23"E	19.06'
L5	S17°00'06"E	49.75'
L6	S3°00'03"E	40.31'
L7	S86°59'57"W	10.82'
L8	S24°27'11"E	63.80'
L9	N88°12'26"E	15.57'
L10	S22°53'36"E	41.90'
L11	S62°01'36"E	22.75'
L12	S8°19'01"W	38.58'
L13	S62°44'04"E	28.53'
L14	S6°20'30"E	39.29'
L15	S65°51'47"E	31.35'
L16	S1°31'49"E	39.69'
L17	S56°50'28"E	22.43'
L18	S0°50'51"E	39.21'
L19	S27°17'55"W	16.90'
L20	S24°27'11"E	70.53'
L21	N65°52'21"E	26.78'
L22	S24°07'39"E	39.85'
L23	S65°52'21"W	26.56'
L24	S24°27'11"E	227.94'
L25	S25°49'17"E	38.38'
L26	N64°10'43"E	15.46'
L27	S25°49'17"E	77.46'
L28	S64°10'43"W	15.46'
L29	S25°49'17"E	139.73'
L30	N88°12'27"E	26.93'
L31	S22°27'11"E	38.05'
L32	N88°11'21"E	21.99'
L33	S7°56'47"E	67.49'

Line Table		
Line #	Direction	Length
L34	S21°49'18"E	68.04'
L35	S20°43'21"E	61.24'
L36	S30°42'54"E	24.10'
L37	S26°59'14"E	64.96'
L38	S48°14'19"E	29.41'
L39	S5°00'27"E	51.10'
L40	S61°11'04"E	31.89'
L41	S0°04'16"W	60.54'
L42	N82°41'08"E	37.71'
L43	S12°01'46"E	55.75'
L44	S77°58'14"W	23.14'
L45	S25°49'17"E	35.55'
L46	S54°11'31"E	36.43'
L47	N76°21'27"E	32.96'
L48	S13°38'33"E	56.81'
L49	S35°30'42"W	16.03'
L50	S10°04'50"E	9.99'
L51	S77°56'35"W	26.85'
L52	S22°56'33"E	116.59'
L53	N87°18'28"E	14.81'
L54	S2°41'32"E	28.74'
L55	S87°18'28"W	4.21'
L56	S22°56'33"E	29.21'
L57	N86°46'56"E	25.23'
L58	S3°13'04"E	70.37'
L59	S22°56'33"E	230.89'
L60	N88°12'26"E	59.30'
L61	S19°31'11"E	40.49'
L62	S43°31'43"E	15.97'
L63	S1°17'41"W	10.62'
L64	S40°58'46"W	13.31'
L65	S51°59'30"W	19.33'
L66	S66°40'18"W	23.52'

Line Table		
Line #	Direction	Length
L67	S22°56'33"E	74.88'
L68	N78°57'05"E	5.20'
L69	S11°02'55"E	24.71'
L70	S31°01'25"E	32.92'
L71	S26°06'49"E	110.67'
L72	S63°53'11"W	10.77'
L73	S22°56'33"E	21.16'
L74	S10°35'40"E	39.12'
L75	N74°27'29"E	11.21'
L76	S15°32'31"E	54.64'
L77	S74°27'29"W	15.94'
L78	S10°35'40"E	78.74'
L79	N87°05'19"E	24.94'
L80	S2°54'41"E	42.13'
L81	S87°05'19"W	19.25'
L82	S10°35'40"E	141.29'
L83	N88°06'13"E	31.18'
L84	S1°53'47"E	55.90'
L85	S88°06'13"W	27.58'
L86	S37°17'13"W	60.00'
L87	S11°44'42"E	64.62'
L88	S78°15'18"W	46.79'
L89	S44°28'12"W	21.72'
L90	N2°14'47"E	707.91'

NOTE:
BEARINGS ARE BASED UPON A LINE FROM CGS CONCRETE MONUMENT REFUGE 2 TO CGS CONCRETE MONUMENT P 236, AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, HAVING A BEARING OF S 18° 27' 18" E.

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SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00581-7

COMMISSION NO.	SCALE	DATE
35762-8	–	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	5 OF 5

C:\ACAD TEMP\AcPublish_24224\35762-8 SOUTH.dwg, 05-38-42-001-000-00581-7 LT, lou Wed, 28 Aug 2024 - 11:14am

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

Project Name: MacArthur Blvd Dune and Beach Project
Project No: RPM # 4068
PCN: 05-38-42-001-000-00600-4

SPACE ABOVE THIS LINE FOR RECORDING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

PERPETUAL EASEMENT

THIS EASEMENT granted and executed this 4th day of October, 2024, by **JOHN HOUDE and CHRISTINE HOUDE, husband and wife**, whose address is 10122 Royal Island Court, Orlando, FL 32836, Grantor, to **MARTIN COUNTY, a political subdivision of the State of Florida**, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of $1.00 in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an assignable easement and right-of-way, in on, over, and across the hereinafter described land for use by Martin County, its representatives, agents, contractors, and assigns, to nourish, renourish, protect, operate, and maintain a public beach thereon, including the right to provide use by the public, to deposit sand, to accomplish any alterations or contours on said land; to construct dunes and berms; to erect protective silt screens and fences and to perform any other work necessary and incident to the construction and maintenance of the Martin County Dune Protection Project, together with the continuing right to clear and remove any brush, debris, vegetation, structures, and obstructions which, in the opinion of the representatives of Martin County, may be detrimental to the project; and further excepting and reserving to the landowner the right to construct a wooden walkway access structure across said easement, provided that the manner of construction and location of the walkway is first approved in writing by the representatives of Martin County and reserving to the landowner all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easements hereby acquired, provided that no excavation shall be conducted and no landfill placed on the land except as provided above. The easement is taken subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

Accepted pursuant to
Resolution No. _____

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See Exhibit "A" attached hereto and made a part hereof (the "Easement Premises").

PROVIDED that no part of the foregoing shall be construed as in any manner creating or approving public use of dune areas currently protected by Section 33-72 of the Martin County Code. Said limitation on this easement shall be constructed to protect the property rights of the Grantor and shall remain in effect notwithstanding any future amendment of said ordinance.

Grantor acknowledges that Grantor is the lawful owner of and has good and marketable legal title to the Easement Property; that Grantor has the full right, power and authority to grant this easement to Grantee, and the full right, power and authority to grant this easement to Grantee, and all other rights granted hereunder; and that Grantor agrees that in the event that another party attempts to and/or does set aside this easement based on a superior right in the Easement Property, or commit any act which would in any way nullify or interfere with the rights granted hereunder, that Grantor will take all such steps as shall be necessary and appropriate to secure to Grantee the rights and interest secured hereunder. Grantor further warrants that there are no mortgages encumbering the Easement Premises.

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

Signed, sealed and delivered
in the presence of:

WITTNESSES:

_____ By: _____
Printed Name: Daniel Richards JOHN HOUDE
Address: 10122 Royal Island Court
Orlando, FL 32836

_____
Printed Name: Jacqueline Bennett
Address: 10122 Royal Island Court
Orlando, FL 32836

_____ By: _____
Printed Name: Daniel Richards CHRISTINE HOUDE
Address: 10122 Royal Island Court
Orlando FL 32836

_____
Printed Name: Jacqueline Bennett
Address: 10122 Royal Island Court
Orlando FL 32836

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 4th day of October, 2024, by JOHN HOUDE and CHRISTINE HOUDE (✓) by means of physical presence or ( ) online notarization, who ( ) are personally known to me or ( ) have produced FL DL as identification.

(NOTARY SEAL)

DANIEL RICHARDS
NOTARY PUBLIC · STATE OF FLORIDA
COMMISSION #FF 238992
My Commission Expires 1/15/2025

_____
Notary Public, State of Florida
Print Name: Daniel Richards
My Commission Expires: _____

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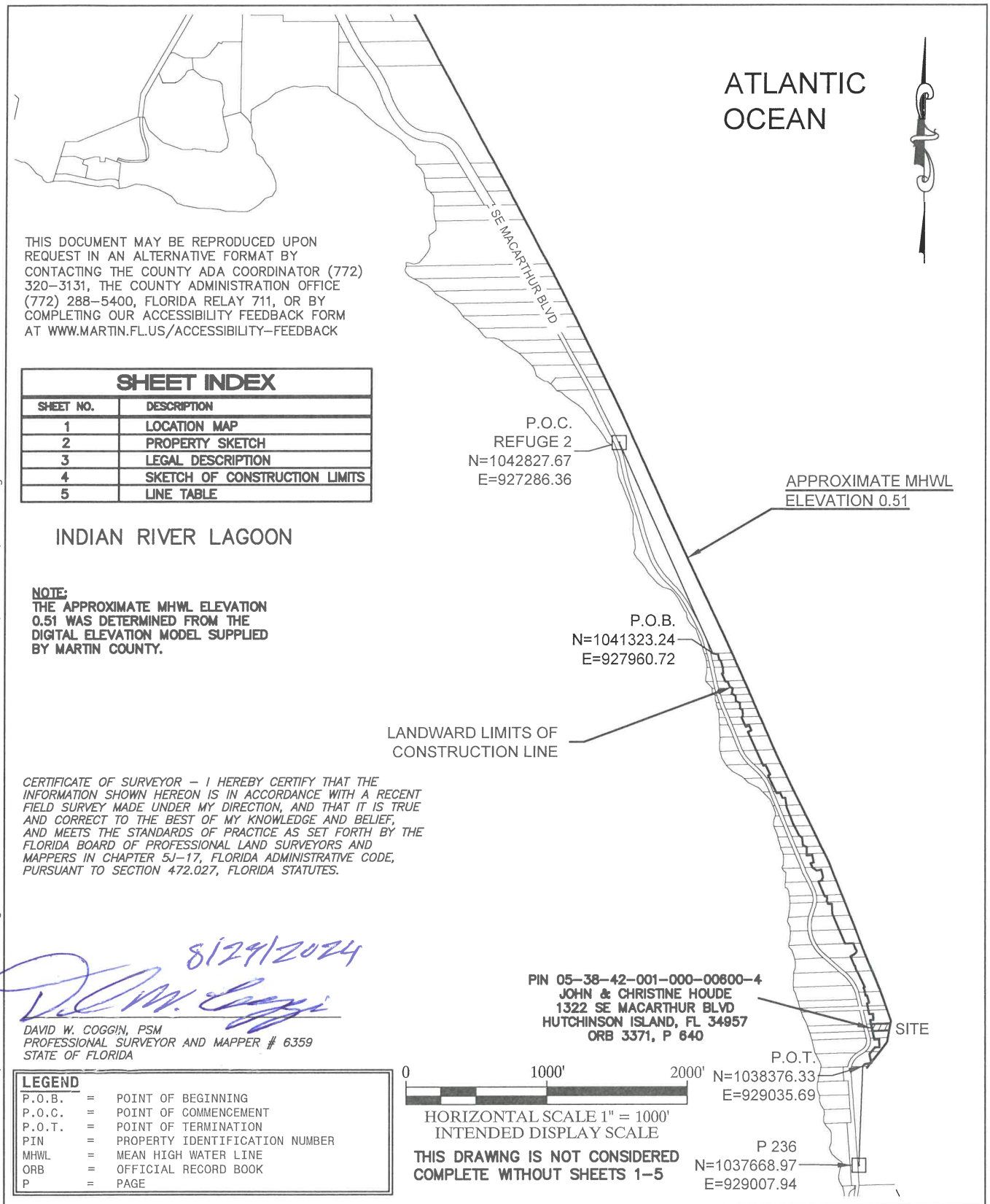
EXHIBIT A



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SHEET INDEX

SHEET NO.	DESCRIPTION
1	LOCATION MAP
2	PROPERTY SKETCH
3	LEGAL DESCRIPTION
4	SKETCH OF CONSTRUCTION LIMITS
5	LINE TABLE

INDIAN RIVER LAGOON

NOTE:
THE APPROXIMATE MHWL ELEVATION 0.51 WAS DETERMINED FROM THE DIGITAL ELEVATION MODEL SUPPLIED BY MARTIN COUNTY.

CERTIFICATE OF SURVEYOR – I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS IN ACCORDANCE WITH A RECENT FIELD SURVEY MADE UNDER MY DIRECTION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

8/29/2024

DAVID W. COGGIN, PSM
PROFESSIONAL SURVEYOR AND MAPPER # 6359
STATE OF FLORIDA

LEGEND

P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.O.T.	=	POINT OF TERMINATION
PIN	=	PROPERTY IDENTIFICATION NUMBER
MHWL	=	MEAN HIGH WATER LINE
ORB	=	OFFICIAL RECORD BOOK
P	=	PAGE

THIS DRAWING IS NOT CONSIDERED COMPLETE WITHOUT SHEETS 1-5

Morgan & Eklund Inc.
PROFESSIONAL SURVEY CONSULTANTS
4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3165
LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00600-4

COMMISSION NO.	SCALE	DATE
35762-8	1" = 1000'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	1 OF 5

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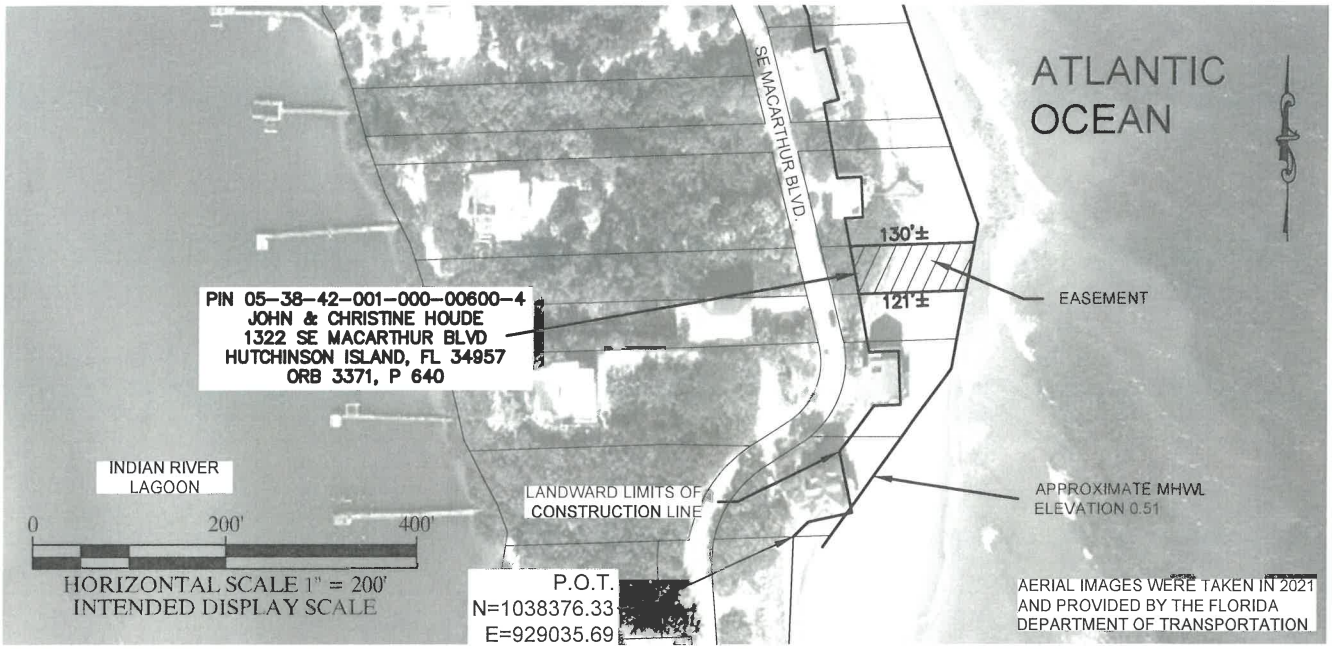
EXHIBIT A



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SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00600-4

COMMISSION NO.	SCALE	DATE
35762-8	1" = 200'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	2 OF 5

EXHIBIT A

DESCRIPTION OF CONSTRUCTION EASEMENT:

THAT PORTION OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3371, PAGE 640 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, LYING EASTERLY OF THE LIMITS OF CONSTRUCTION LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CGS CONCRETE MONUMENT REFUGE 2, HAVING COORDINATES OF NORTHING OF 1,042,827.67 AND EASTING OF 927,286.36 AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT (NAD83/11), PROCEED S 24° 08' 39" E FOR A DISTANCE OF 1648.66 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY LIMITS OF CONSTRUCTION LINE, HAVING A NORTHING OF 1,041,323.24 AND AN EASTING OF 927,960.72 NAD83/11; THENCE ALONG THE LIMITS OF CONSTRUCTION LINE S 80° 25' 59" E FOR A DISTANCE OF 39.29 FEET TO A POINT; THENCE S 11° 12' 31" E FOR A DISTANCE OF 35.45 FEET TO A POINT; THENCE S 45° 25' 23" E FOR A DISTANCE OF 19.06 FEET TO A POINT; THENCE S 17° 00' 06" E FOR A DISTANCE OF 49.75 FEET TO A POINT; THENCE S 03° 00' 03" E FOR A DISTANCE OF 40.31 FEET TO A POINT; THENCE S 86° 59' 57" W FOR A DISTANCE OF 10.82 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 63.80 FEET TO A POINT; THENCE N 88° 12' 26" E FOR A DISTANCE OF 15.57 FEET TO A POINT; THENCE S 22° 53' 36" E FOR A DISTANCE OF 41.90 FEET TO A POINT; THENCE S 62° 01' 36" E FOR A DISTANCE OF 22.75 FEET TO A POINT; THENCE S 08° 19' 01" W FOR A DISTANCE OF 38.58 FEET TO A POINT; THENCE S 62° 44' 04" E FOR A DISTANCE OF 28.53 FEET TO A POINT; THENCE S 06° 20' 30" E FOR A DISTANCE OF 39.29 FEET TO A POINT; THENCE S 65° 51' 47" E FOR A DISTANCE OF 31.35 FEET TO A POINT; THENCE S 01° 31' 49" E FOR A DISTANCE OF 39.69 FEET TO A POINT; THENCE S 56° 50' 28" E FOR A DISTANCE OF 22.43 FEET TO A POINT; THENCE S 00° 50' 51" E FOR A DISTANCE OF 39.21 FEET TO A POINT; THENCE S 27° 17' 55" W FOR A DISTANCE OF 16.90 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 70.53 FEET TO A POINT; THENCE N 65° 52' 21" E FOR A DISTANCE OF 26.78 FEET TO A POINT; THENCE S 24° 07' 39" E FOR A DISTANCE OF 39.85 FEET TO A POINT; THENCE S 65° 52' 21" W FOR A DISTANCE OF 26.56 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 227.94 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 38.38 FEET TO A POINT; THENCE N 64° 10' 43" E FOR A DISTANCE OF 15.46 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 77.46 FEET TO A POINT; THENCE S 64° 10' 43" W FOR A DISTANCE OF 15.46 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 139.73 FEET TO A POINT; THENCE N 88° 12' 27" E FOR A DISTANCE OF 26.93 FEET TO A POINT; THENCE S 22° 27' 11" E FOR A DISTANCE OF 38.05 FEET TO A POINT; THENCE N 88° 11' 21" E FOR A DISTANCE OF 21.99 FEET TO A POINT; THENCE S 07° 56' 47" E FOR A DISTANCE OF 67.49 FEET TO A POINT; THENCE S 21° 49' 18" E FOR A DISTANCE OF 68.04 FEET TO A POINT; THENCE S 20° 43' 21" E FOR A DISTANCE OF 61.24 FEET TO A POINT; THENCE S 30° 42' 54" E FOR A DISTANCE OF 24.10 FEET TO A POINT; THENCE S 26° 59' 14" E FOR A DISTANCE OF 64.96 FEET TO A POINT; THENCE S 48° 14' 19" E FOR A DISTANCE OF 29.41 FEET TO A POINT; THENCE S 05° 00' 27" E FOR A DISTANCE OF 51.10 FEET TO A POINT; THENCE S 61° 11' 04" E FOR A DISTANCE OF 31.89 FEET TO A POINT; THENCE S 00° 04' 16" W FOR A DISTANCE OF 60.54 FEET TO A POINT; THENCE N 82° 41' 08" E FOR A DISTANCE OF 37.71 FEET TO A POINT; THENCE S 12° 01' 46" E FOR A DISTANCE OF 55.75 FEET TO A POINT; THENCE S 77° 58' 14" W FOR A DISTANCE OF 23.14 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 35.55 FEET TO A POINT; THENCE S 54° 11' 31" E FOR A DISTANCE OF 36.43 FEET TO A POINT; THENCE N 76° 21' 27" E FOR A DISTANCE OF 32.96 FEET TO A POINT; THENCE S 13° 38' 33" E FOR A DISTANCE OF 56.81 FEET TO A POINT; THENCE S 35° 30' 42" W FOR A DISTANCE OF 16.03 FEET TO A POINT; THENCE S 10° 04' 50" E FOR A DISTANCE OF 9.99 FEET TO A POINT; THENCE S 77° 56' 35" W FOR A DISTANCE OF 26.85 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 116.59 FEET TO A POINT; THENCE N 87° 18' 28" E FOR A DISTANCE OF 14.81 FEET TO A POINT; THENCE S 02° 41' 32" E FOR A DISTANCE OF 28.74 FEET TO A POINT; THENCE S 87° 18' 28" W FOR A DISTANCE OF 4.21 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 29.21 FEET TO A POINT; THENCE N 86° 46' 56" E FOR A DISTANCE OF 25.23 FEET TO A POINT; THENCE S 03° 13' 04" E FOR A DISTANCE OF 70.37 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 230.89 FEET TO A POINT; THENCE N 88° 12' 26" E FOR A DISTANCE OF 59.30 FEET TO A POINT; THENCE S 19° 31' 11" E FOR A DISTANCE OF 40.49 FEET TO A POINT; THENCE S 43° 31' 43" E FOR A DISTANCE OF 15.97 FEET TO A POINT; THENCE S 01° 17' 41" W FOR A DISTANCE OF 10.62 FEET TO A POINT; THENCE S 40° 58' 46" W FOR A DISTANCE OF 13.31 FEET TO A POINT; THENCE S 51° 59' 30" W FOR A DISTANCE OF 19.33 FEET TO A POINT; THENCE S 66° 40' 18" W FOR A DISTANCE OF 23.52 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 74.88 FEET TO A POINT; THENCE N 78° 57' 05" E FOR A DISTANCE OF 5.20 FEET TO A POINT; THENCE S 11° 02' 55" E FOR A DISTANCE OF 24.71 FEET TO A POINT; THENCE S 31° 01' 25" E FOR A DISTANCE OF 32.92 FEET TO A POINT; THENCE S 26° 06' 49" E FOR A DISTANCE OF 110.67 FEET TO A POINT; THENCE S 63° 53' 11" W FOR A DISTANCE OF 10.77 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 21.16 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 39.12 FEET TO A POINT; THENCE N 74° 27' 29" E FOR A DISTANCE OF 11.21 FEET TO A POINT; THENCE S 15° 32' 31" E FOR A DISTANCE OF 54.64 FEET TO A POINT; THENCE S 74° 27' 29" W FOR A DISTANCE OF 15.94 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 78.74 FEET TO A POINT; THENCE N 87° 05' 19" E FOR A DISTANCE OF 24.94 FEET TO A POINT; THENCE S 02° 54' 41" E FOR A DISTANCE OF 42.13 FEET TO A POINT; THENCE S 87° 05' 19" W FOR A DISTANCE OF 19.25 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 141.29 FEET TO A POINT; THENCE N 88° 06' 13" E FOR A DISTANCE OF 31.18 FEET TO A POINT; THENCE S 01° 53' 47" E FOR A DISTANCE OF 55.90 FEET TO A POINT; THENCE S 88° 06' 13" W FOR A DISTANCE OF 27.58 FEET TO A POINT; THENCE S 37° 17' 13" W FOR A DISTANCE OF 60.00 FEET TO A POINT; THENCE S 11° 44' 42" E FOR A DISTANCE OF 64.62 FEET TO A POINT; THENCE S 78° 15' 18" W FOR A DISTANCE OF 46.79 FEET TO A POINT; THENCE S 44° 28' 12" W FOR A DISTANCE OF 21.72 FEET TO THE POINT OF TERMINATION, HAVING A NORTHING OF 1,038,376.33 AND AN EASTING OF 929,035.69 NAD83/11, SAID POINT BEING 707.91 FEET DISTANT FROM CGS CONCRETE MONUMENT P 236 HAVING A NORTHING OF 1,037,668.97 AND EASTING OF 929,007.94 NAD83/11 ALONG A BEARING OF N 02° 14' 47" E.

NOTE:
BEARINGS ARE BASED UPON A LINE FROM CGS CONCRETE MONUMENT REFUGE 2 TO CGS CONCRETE MONUMENT P 236, AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, HAVING A BEARING OF S 18° 27' 18" E.

Morgan & Eklund Inc.
PROFESSIONAL SURVEY CONSULTANTS
4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3165
LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00600-4

COMMISSION NO.	SCALE	DATE
35762-8	—	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	3 OF 5

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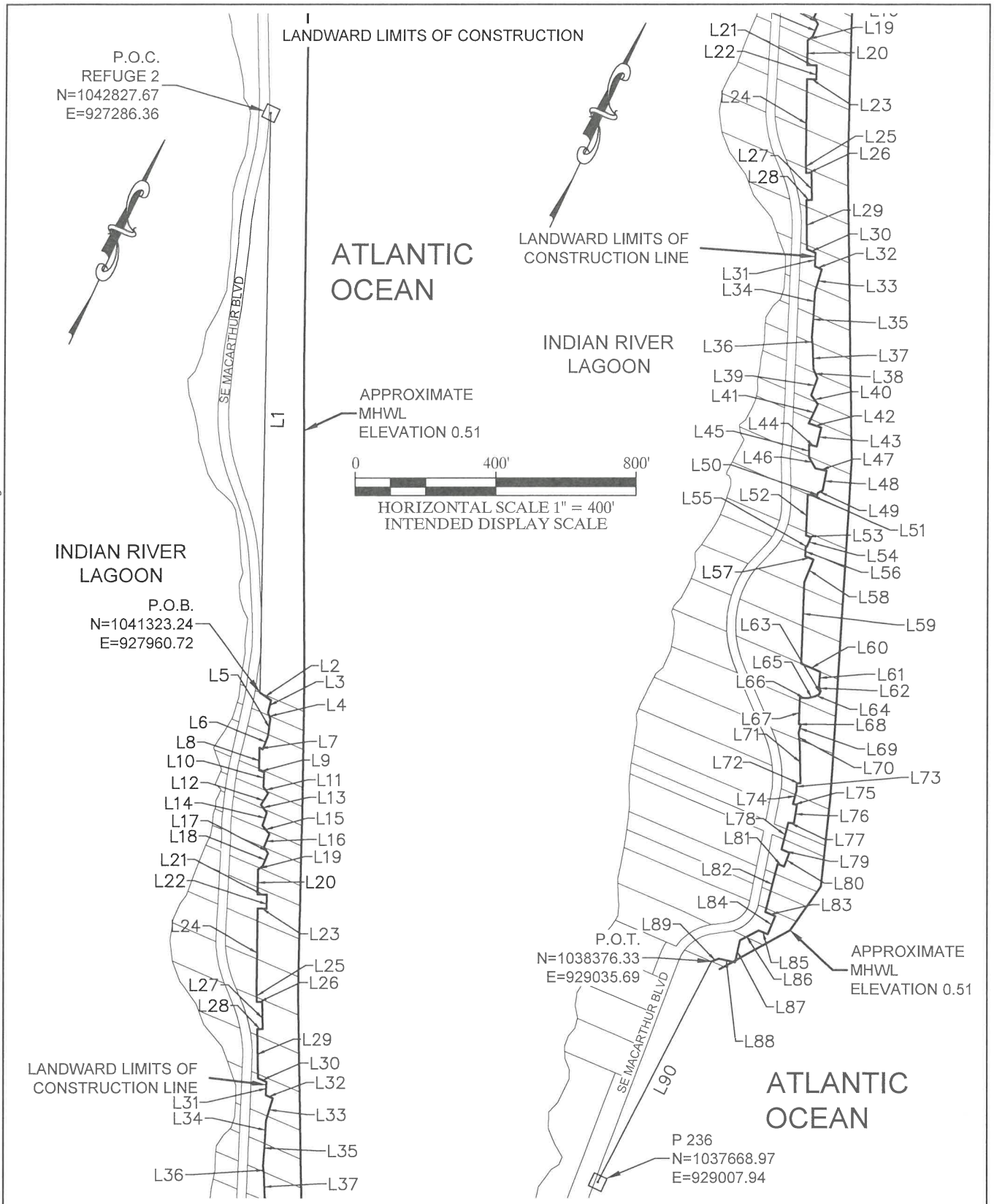
EXHIBIT A



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MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00600-4

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LFP	DWC	N/A / N/A	N/A	4 OF 5

EXHIBIT A

Line Table		
Line #	Direction	Length
L1	S24°08'39"E	1648.66'
L2	S80°25'59"E	39.29'
L3	S11°12'31"E	35.45'
L4	S45°25'23"E	19.06'
L5	S17°00'06"E	49.75'
L6	S3°00'03"E	40.31'
L7	S86°59'57"W	10.82'
L8	S24°27'11"E	63.80'
L9	N88°12'26"E	15.57'
L10	S22°53'36"E	41.90'
L11	S62°01'36"E	22.75'
L12	S8°19'01"W	38.58'
L13	S62°44'04"E	28.53'
L14	S6°20'30"E	39.29'
L15	S65°51'47"E	31.35'
L16	S1°31'49"E	39.69'
L17	S56°50'28"E	22.43'
L18	S0°50'51"E	39.21'
L19	S27°17'55"W	16.90'
L20	S24°27'11"E	70.53'
L21	N65°52'21"E	26.78'
L22	S24°07'39"E	39.85'
L23	S65°52'21"W	26.56'
L24	S24°27'11"E	227.94'
L25	S25°49'17"E	38.38'
L26	N64°10'43"E	15.46'
L27	S25°49'17"E	77.46'
L28	S64°10'43"W	15.46'
L29	S25°49'17"E	139.73'
L30	N88°12'27"E	26.93'
L31	S22°27'11"E	38.05'
L32	N88°11'21"E	21.99'
L33	S7°56'47"E	67.49'

Line Table		
Line #	Direction	Length
L34	S21°49'18"E	68.04'
L35	S20°43'21"E	61.24'
L36	S30°42'54"E	24.10'
L37	S26°59'14"E	64.96'
L38	S48°14'19"E	29.41'
L39	S5°00'27"E	51.10'
L40	S61°11'04"E	31.89'
L41	S0°04'16"W	60.54'
L42	N82°41'08"E	37.71'
L43	S12°01'46"E	55.75'
L44	S77°58'14"W	23.14'
L45	S25°49'17"E	35.55'
L46	S54°11'31"E	36.43'
L47	N76°21'27"E	32.96'
L48	S13°38'33"E	56.81'
L49	S35°30'42"W	16.03'
L50	S10°04'50"E	9.99'
L51	S77°56'35"W	26.85'
L52	S22°56'33"E	116.59'
L53	N87°18'28"E	14.81'
L54	S2°41'32"E	28.74'
L55	S87°18'28"W	4.21'
L56	S22°56'33"E	29.21'
L57	N86°46'56"E	25.23'
L58	S3°13'04"E	70.37'
L59	S22°56'33"E	230.89'
L60	N88°12'26"E	59.30'
L61	S19°31'11"E	40.49'
L62	S43°31'43"E	15.97'
L63	S1°17'41"W	10.62'
L64	S40°58'46"W	13.31'
L65	S51°59'30"W	19.33'
L66	S66°40'18"W	23.52'

Line Table		
Line #	Direction	Length
L67	S22°56'33"E	74.88'
L68	N78°57'05"E	5.20'
L69	S11°02'55"E	24.71'
L70	S31°01'25"E	32.92'
L71	S26°06'49"E	110.67'
L72	S63°53'11"W	10.77'
L73	S22°56'33"E	21.16'
L74	S10°35'40"E	39.12'
L75	N74°27'29"E	11.21'
L76	S15°32'31"E	54.64'
L77	S74°27'29"W	15.94'
L78	S10°35'40"E	78.74'
L79	N87°05'19"E	24.94'
L80	S2°54'41"E	42.13'
L81	S87°05'19"W	19.25'
L82	S10°35'40"E	141.29'
L83	N88°06'13"E	31.18'
L84	S1°53'47"E	55.90'
L85	S88°06'13"W	27.58'
L86	S37°17'13"W	60.00'
L87	S11°44'42"E	64.62'
L88	S78°15'18"W	46.79'
L89	S44°28'12"W	21.72'
L90	N2°14'47"E	707.91'

NOTE:
BEARINGS ARE BASED UPON A LINE FROM CGS CONCRETE MONUMENT REFUGE 2 TO CGS CONCRETE MONUMENT P 236, AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, HAVING A BEARING OF S 18° 27' 18" E.

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SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00600-4

COMMISSION NO.	SCALE	DATE	DRAWN BY	CHECKED BY	FIELD BOOK	PAGE NO.	DATE OF SURVEY	SHEET
35762-8	–	8/28/24	LFP	DWC	N/A	N/A	N/A	5 of 5

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

Project Name: MacArthur Blvd Dune and Beach Project
Project No: RPM # 4032
PCN: 32-37-42-000-000-00060-4

SPACE ABOVE THIS LINE FOR RECORDING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

PERPETUAL EASEMENT

THIS EASEMENT granted and executed this 29 day of October, 2024, by **MARK S. HUDSON and PAMELA K. HUDSON, husband and wife as tenants by the entirety**, whose address is 1 NE MacArthur Blvd., Stuart, Florida 34996, Grantor, to **MARTIN COUNTY, a political subdivision of the State of Florida**, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of $1.00 in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an assignable easement and right-of-way, in on, over, and across the hereinafter described land for use by Martin County, its representatives, agents, contractors, and assigns, to nourish, renourish, protect, operate, and maintain a public beach thereon, including the right to provide use by the public, to deposit sand, to accomplish any alterations or contours on said land; to construct dunes and berms; to erect protective silt screens and fences and to perform any other work necessary and incident to the construction and maintenance of the Martin County Dune Protection Project, together with the continuing right to clear and remove any brush, debris, vegetation, structures, and obstructions which, in the opinion of the representatives of Martin County, may be detrimental to the project; and further excepting and reserving to the landowner the right to construct a wooden walkway access structure across said easement, provided that the manner of construction and location of the walkway is first approved in writing by the representatives of Martin County and reserving to the landowner all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easements hereby acquired, provided that no excavation shall be conducted and no landfill placed on the land except as provided above. The easement is taken subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

Accepted pursuant to
Resolution No. _____

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See Exhibit "A" attached hereto and made a part hereof (the "Easement Premises").

PROVIDED that no part of the foregoing shall be construed as in any manner creating or approving public use of dune areas currently protected by Section 33-72 of the Martin County Code. Said limitation on this easement shall be constructed to protect the property rights of the Grantor and shall remain in effect notwithstanding any future amendment of said ordinance.

Grantor acknowledges that Grantor is the lawful owner of and has good and marketable legal title to the Easement Property; that Grantor has the full right, power and authority to grant this easement to Grantee, and the full right, power and authority to grant this easement to Grantee, and all other rights granted hereunder; and that Grantor agrees that in the event that another party attempts to and/or does set aside this easement based on a superior right in the Easement Property, or commit any act which would in any way nullify or interfere with the rights granted hereunder, that Grantor will take all such steps as shall be necessary and appropriate to secure to Grantee the rights and interest secured hereunder. Grantor further warrants that there are no mortgages encumbering the Easement Premises.

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

Signed, sealed and delivered
in the presence of:

WITNESSES:

Deborah Scott
Printed Name: Deborah Scott
Address: Vienna, OH 44473
2441 Ridge Road

Deborah Scott
Printed Name: Deborah Scott
Address: Vienna, OH 44473
2441 Ridge Road

Bryan Sceler
Printed Name: Bryan Sceler
Address: Hermitage PA 16148
1625 Dutch Lane

Printed Name: Bryan Sceler
Address: Hermitage, PA 16148
1625 Dutch Lane

By: _____
MARK S. HUDSON

By: Pamela K. Hudson
PAMELA K. HUDSON

STATE OF Pennsylvania
COUNTY OF Mercer

The foregoing instrument was acknowledged before me this 29th day of October, 2024, by MARK S. HUDSON AND PAMELA K. HUDSON, (✓) by means of physical presence or ( ) online notarization, who (✓) are personally known to me or ( ) have produced _____ as identification.

(NOTARY SEAL)

Commonwealth of Pennsylvania - Notary Seal
DELANEY LIZANICH - Notary Public
Mercer County
My Commission Expires October 15, 2028
Commission Number 1382287

Delaney Lizanich
Notary Public, State of Pennsylvania
Print Name: Delaney Lizanich
My Commission Expires: 10/15/2028

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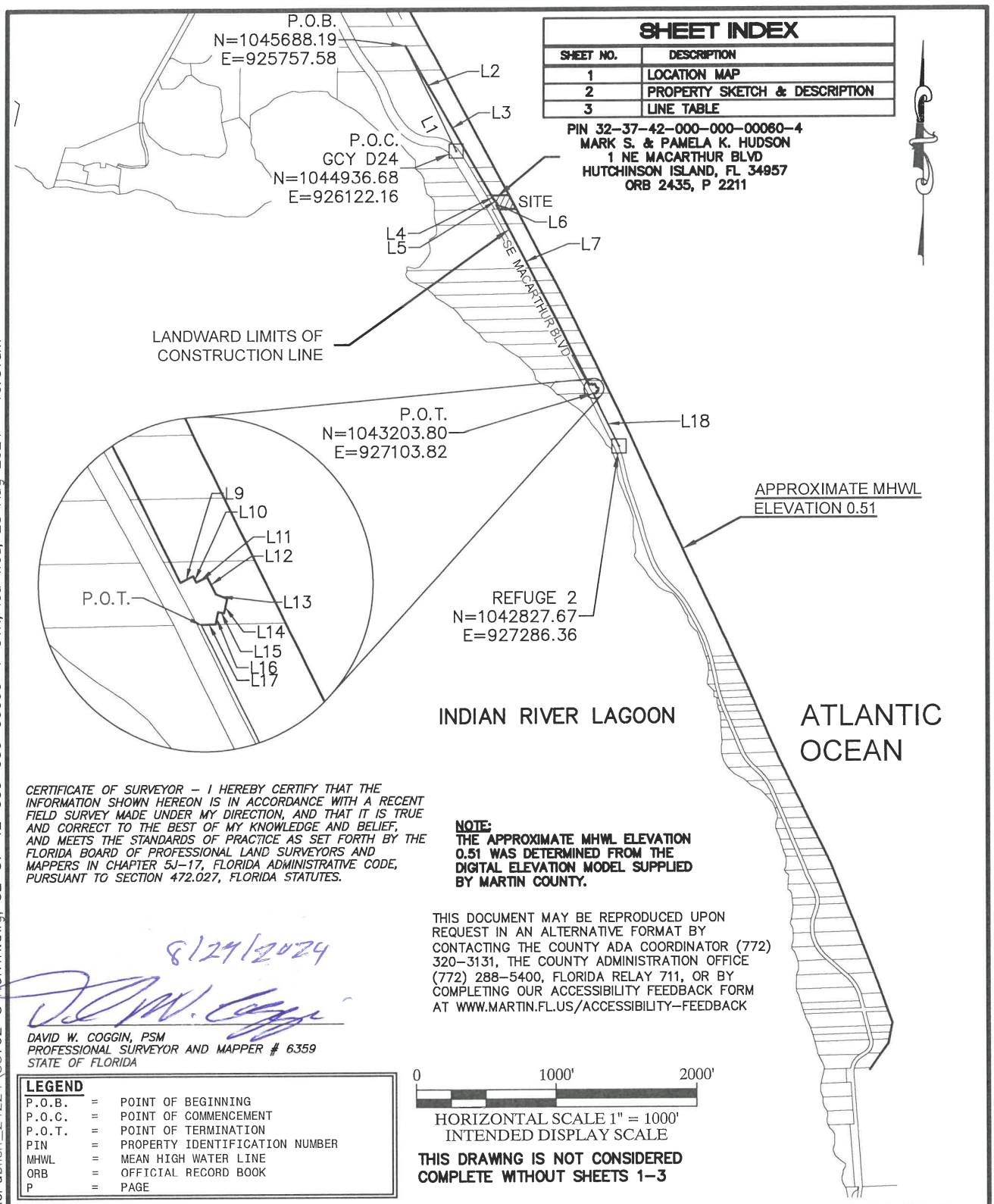
Commonwealth of Pennsylvania - Notary Seal
DELANEY LIZANICH - Notary Public
Mercer County
My Commission Expires October 15, 2028
Commission Number 1382287

EXHIBIT A



SHEET INDEX	
SHEET NO.	DESCRIPTION
1	LOCATION MAP
2	PROPERTY SKETCH & DESCRIPTION
3	LINE TABLE

PIN 32-37-42-000-000-00060-4
MARK S. & PAMELA K. HUDSON
1 NE MACARTHUR BLVD
HUTCHINSON ISLAND, FL 34957
ORB 2435, P 2211

CERTIFICATE OF SURVEYOR – I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS IN ACCORDANCE WITH A RECENT FIELD SURVEY MADE UNDER MY DIRECTION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

8/27/2024

DAVID W. COGGIN, PSM
PROFESSIONAL SURVEYOR AND MAPPER # 6359
STATE OF FLORIDA

NOTE:
THE APPROXIMATE MHWL ELEVATION 0.51 WAS DETERMINED FROM THE DIGITAL ELEVATION MODEL SUPPLIED BY MARTIN COUNTY.

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

LEGEND

P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
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ORB	=	OFFICIAL RECORD BOOK
P	=	PAGE

0 1000' 2000'
HORIZONTAL SCALE 1" = 1000'
INTENDED DISPLAY SCALE

THIS DRAWING IS NOT CONSIDERED COMPLETE WITHOUT SHEETS 1-3

Morgan & Eklund Inc.
PROFESSIONAL SURVEY CONSULTANTS
4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3185
LB #4298

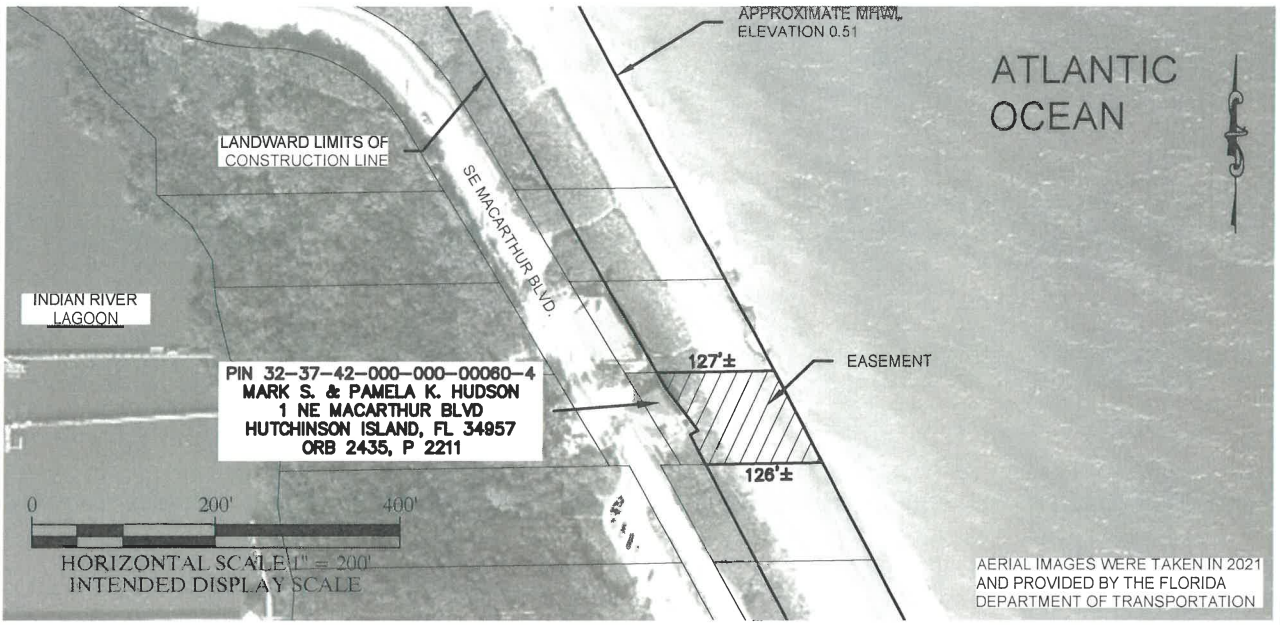
SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 32-37-42-000-000-00060-4

COMMISSION NO.	SCALE	DATE
35762-8	1" = 1000'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	1 OF 3

C:\ACAD TEMP\AcPublish_24224\35762-8 NORTH.dwg, 32-37-42-000-000-00060-4-CVR, lou Wed, 28 Aug 2024 - 10:31am

EXHIBIT A



DESCRIPTION OF CONSTRUCTION EASEMENT:

THAT PORTION OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2435, PAGE 2211 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, LYING EASTERLY OF THE LIMITS OF CONSTRUCTION LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT FLORIDA DEPARTMENT OF TRANSPORTATION CONCRETE MONUMENT GCY D24, HAVING A NORTHING OF 1,044,936.68 AND AN EASTING OF 926,122.16 AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT (NAD83/11), PROCEED N 25° 52' 46" W FOR A DISTANCE OF 835.28 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY LIMITS OF CONSTRUCTION LINE, HAVING A NORTHING OF 1,045,688.19 AND AN EASTING OF 925,757.58 (NAD83/11); THENCE, ALONG THE LIMITS OF CONSTRUCTION LINE, S 29° 31' 33" E FOR A DISTANCE OF 341.81 FEET TO A POINT; THENCE S 30° 11' 34" E FOR A DISTANCE OF 903.23 FEET TO A POINT; THENCE S 27° 41' 36" E FOR A DISTANCE OF 9.97 FEET TO A POINT; THENCE S 38° 02' 03" E FOR A DISTANCE OF 55.80 FEET TO A POINT; THENCE S 62° 17' 32" W FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE S 27° 42' 28" E FOR A DISTANCE OF 832.21 FEET TO A POINT; THENCE S 26° 35' 06" E FOR A DISTANCE OF 617.31 FEET TO A POINT; THENCE N 63° 37' 45" E FOR A DISTANCE OF 21.06 FEET TO A POINT; THENCE S 26° 22' 15" E FOR A DISTANCE OF 10.03 FEET TO A POINT; THENCE N 63° 37' 45" E FOR A DISTANCE OF 17.04 FEET TO A POINT; THENCE S 26° 22' 15" E FOR A DISTANCE OF 27.71 FEET TO A POINT; THENCE S 69° 49' 27" E FOR A DISTANCE OF 17.28 FEET TO A POINT; THENCE S 11° 56' 03" W FOR A DISTANCE OF 21.42 FEET TO A POINT; THENCE N 78° 03' 57" W FOR A DISTANCE OF 8.81 FEET TO A POINT; THENCE S 11° 56' 03" W FOR A DISTANCE OF 18.10 FEET TO A POINT; THENCE S 89° 04' 38" W FOR A DISTANCE OF 20.15 FEET TO A POINT THE POINT OF TERMINATION HAVING A NORTHING OF 1,043,203.80 AND AN EASTING OF 927,103.82 (NAD83/11), SAID POINT BEING 418.09 FEET DISTANT FROM CGS CONCRETE MONUMENT REFUGE 2, HAVING A NORTHING OF 1,042,827.67 AND AN EASTING OF 927286.36 (NAD83/11), ALONG A BEARING OF N 25° 53' 17" W.

NOTE:
BEARINGS ARE BASED UPON A LINE FROM FLORIDA DEPARTMENT OF TRANSPORTATION CONCRETE MONUMENT GCY D24 TO CGS CONCRETE MONUMENT REFUGE 2, AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, HAVING A BEARING OF S 28° 53' 57" E.

Morgan & Eklund Inc.
PROFESSIONAL SURVEY CONSULTANTS
M&E
4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3165
LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 32-37-42-000-000-00060-4

COMMISSION NO.	SCALE	DATE
35762-8	—	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	2 OF 3

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EXHIBIT A

Line Table		
Line #	Direction	Length
L1	N25° 52' 46"W	835.28'
L2	S29° 31' 33"E	341.81'
L3	S30° 11' 34"E	903.23'
L4	S27° 41' 36"E	9.97'
L5	S38° 02' 03"E	55.80'
L6	S62° 17' 32"W	10.00'
L7	S27° 42' 28"E	832.21'
L8	S26° 35' 06"E	617.31'
L9	N63° 37' 45"E	21.06'
L10	S26° 22' 15"E	10.03'
L11	N63° 37' 45"E	17.04'
L12	S26° 22' 15"E	27.71'
L13	S69° 49' 27"E	17.28'
L14	S11° 56' 03"W	21.42'
L15	N78° 03' 57"W	8.81'
L16	S11° 56' 03"W	18.10'
L17	S89° 04' 38"W	20.15'
L18	N25° 53' 17"W	418.09'

NOTE:
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Morgan & Eklund Inc.
PROFESSIONAL SURVEY CONSULTANTS
4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5384
FAX: (772) 388-3185
LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 32-37-42-000-000-00060-4

COMMISSION NO.	SCALE	DATE
35762-8	—	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	3 OF 3

C:\ACAD TEMP\AcPublish_24224\35762-8 NORTH.dwg, 32-37-42-000-000-00060-4 LT, lou Wed, 28 Aug 2024 - 10:31am

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

Project Name: MacArthur Blvd Dune and Beach Project
Project No: RPM # 4033
PCN: 05-38-42-000-000-00030-5

SPACE ABOVE THIS LINE FOR RECORDING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

PERPETUAL EASEMENT

THIS EASEMENT granted and executed this 17th day of October, 2024, by **GOOSE 220 MACARTHUR LLC, a Florida limited liability company**, whose address is 18978 Point Drive, Tequesta, Florida 33469, Grantor, to **MARTIN COUNTY, a political subdivision of the State of Florida**, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of $1.00 in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an assignable easement and right-of-way, in on, over, and across the hereinafter described land for use by Martin County, its representatives, agents, contractors, and assigns, to nourish, renourish, protect, operate, and maintain a public beach thereon, including the right to provide use by the public, to deposit sand, to accomplish any alterations or contours on said land; to construct dunes and berms; to erect protective silt screens and fences and to perform any other work necessary and incident to the construction and maintenance of the Martin County Dune Protection Project, together with the continuing right to clear and remove any brush, debris, vegetation, structures, and obstructions which, in the opinion of the representatives of Martin County, may be detrimental to the project; and further excepting and reserving to the landowner the right to construct a wooden walkway access structure across said easement, provided that the manner of construction and location of the walkway is first approved in writing by the representatives of Martin County and reserving to the landowner all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easements hereby acquired, provided that no excavation shall be conducted and no landfill placed on the land except as provided above. The easement is taken subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

Accepted pursuant to
Resolution No. _____

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See Exhibit "A" attached hereto and made a part hereof (the "Easement Premises").

PROVIDED that no part of the foregoing shall be construed as in any manner creating or approving public use of dune areas currently protected by Section 33-72 of the Martin County Code. Said limitation on this easement shall be constructed to protect the property rights of the Grantor and shall remain in effect notwithstanding any future amendment of said ordinance.

Grantor acknowledges that Grantor is the lawful owner of and has good and marketable legal title to the Easement Property; that Grantor has the full right, power and authority to grant this easement to Grantee, and the full right, power and authority to grant this easement to Grantee, and all other rights granted hereunder; and that Grantor agrees that in the event that another party attempts to and/or does set aside this easement based on a superior right in the Easement Property, or commit any act which would in any way nullify or interfere with the rights granted hereunder, that Grantor will take all such steps as shall be necessary and appropriate to secure to Grantee the rights and interest secured hereunder. Grantor further warrants that there are no mortgages encumbering the Easement Premises.

(THIS SPACE WAS INTENTIONALLY LEFT BLANK)

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

Signed, sealed and delivered
in the presence of:

WITTNESSES:

Printed Name: Edward Proenza
Address: Jeck, Harris, Raynor & Jones
790 Juno Ocean Walk, #600
Juno Beach, FL 33408-1121

Bailey Kell Allen
Printed Name: Bailey Kell Allen
Address: Jeck, Harris, Raynor & Jones
790 Juno Ocean Walk, #600
Juno Beach, FL 33408-1121

GOOSE 220 MACARTHUR LLC, a Florida limited liability company

By:
Printed Name: Grant Garvey
Title: Manager

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 17th day of October, 2024, by Grant Garvey, as Manager of GOOSE 220 MACARTHUR LLC, on behalf of said entity (X) by means of physical presence or ( ) online notarization, who (X) is personally known to me or ( ) has produced _____ as identification.

(NOTARY SEAL)

EDWARD ALEXANDER PROENZA
MY COMMISSION # HH 208143
EXPIRES: December 14, 2025

Notary Public, State of FL
Print Name: Edward Proenza
My Commission Expires: _____

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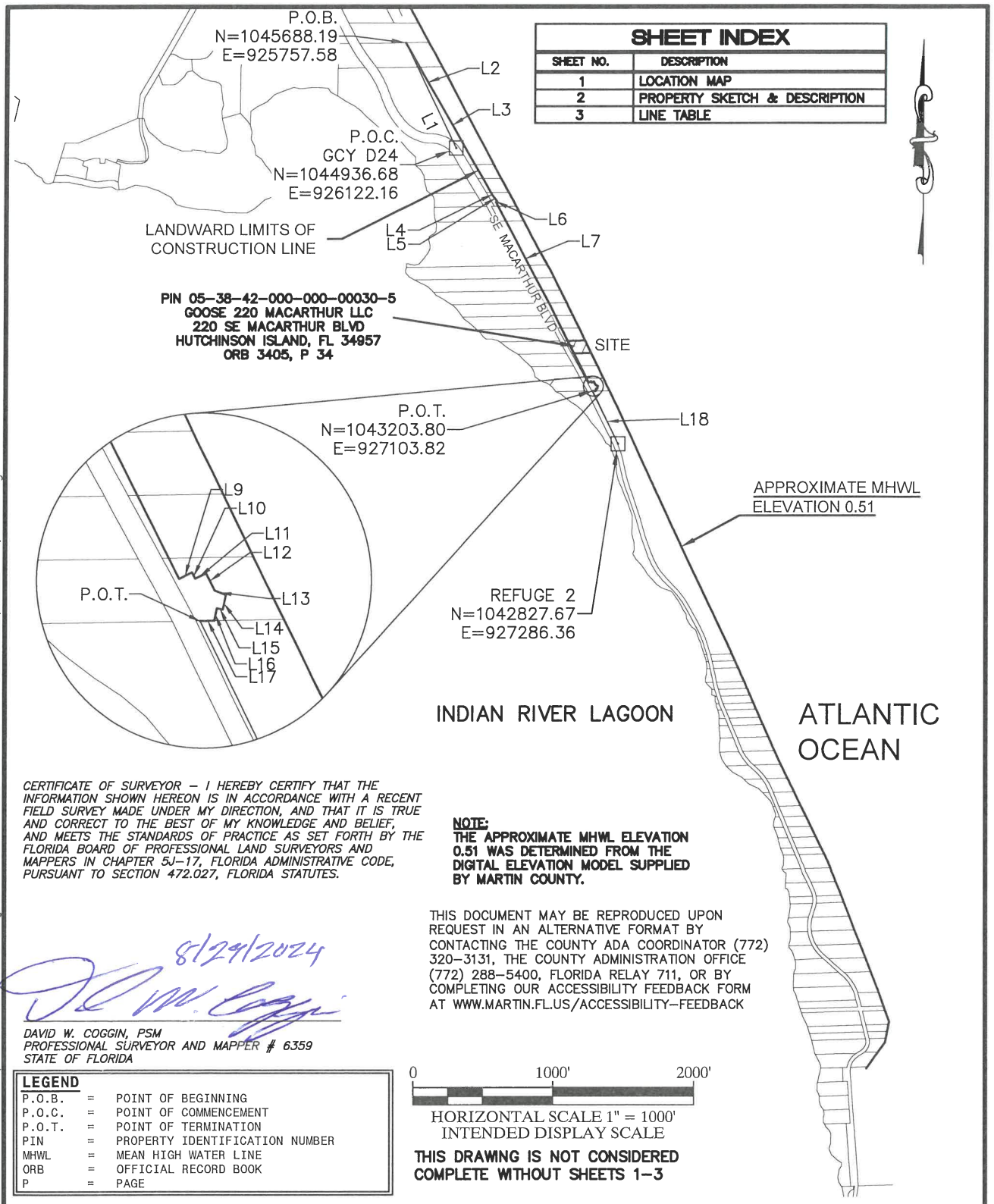
EXHIBIT A



SHEET INDEX	
SHEET NO.	DESCRIPTION
1	LOCATION MAP
2	PROPERTY SKETCH & DESCRIPTION
3	LINE TABLE

CERTIFICATE OF SURVEYOR – I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS IN ACCORDANCE WITH A RECENT FIELD SURVEY MADE UNDER MY DIRECTION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

8/29/2024

DAVID W. COGGIN, PSM
PROFESSIONAL SURVEYOR AND MAPPER # 6359
STATE OF FLORIDA

NOTE:
THE APPROXIMATE MHWL ELEVATION 0.51 WAS DETERMINED FROM THE DIGITAL ELEVATION MODEL SUPPLIED BY MARTIN COUNTY.

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LEGEND

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P	=	PAGE

0 1000' 2000'

HORIZONTAL SCALE 1" = 1000'
INTENDED DISPLAY SCALE

THIS DRAWING IS NOT CONSIDERED COMPLETE WITHOUT SHEETS 1-3

Morgan & Eklund Inc.
PROFESSIONAL SURVEY CONSULTANTS
4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3165
LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-000-000-00030-5

COMMISSION NO.	SCALE	DATE
35762-8	1" = 1000'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	1 OF 3

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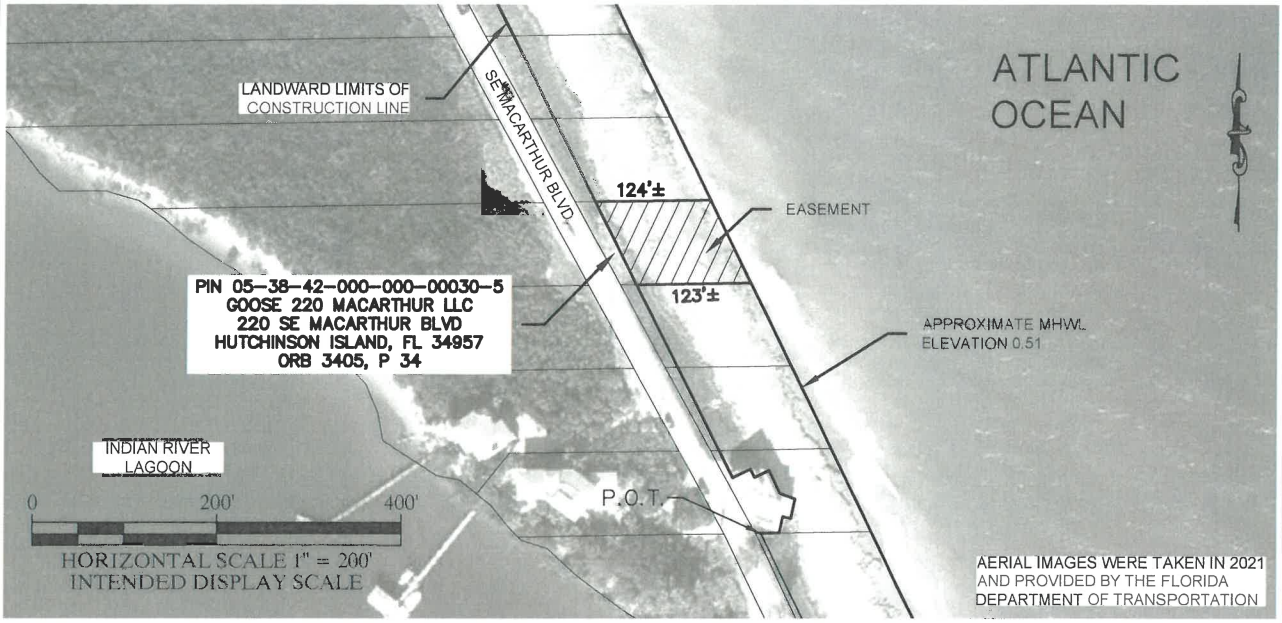

DESCRIPTION OF CONSTRUCTION EASEMENT:

THAT PORTION OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3405, PAGE 34 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, LYING EASTERLY OF THE LIMITS OF CONSTRUCTION LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3165
LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-000-000-00030-5

COMMISSION NO.	SCALE	DATE	DRAWN BY	CHECKED BY	FIELD BOOK	PAGE NO.	DATE OF SURVEY	SHEET
35762-8	—	8/28/24	LFP	DWC	N/A	N/A	N/A	2 OF 3

C:\ACAD TEMP\AcPublish_24224\35762-8 NORTH.dwg, 05-38-42-000-000-00030-5, lou Wed, 28 Aug 2024 - 10:31am

EXHIBIT A

Line Table		
Line #	Direction	Length
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SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-000-000-00030-5

COMMISSION NO.	SCALE	DATE	DRAWN BY	CHECKED BY	FIELD BOOK	PAGE NO.	DATE OF SURVEY	SHEET
35762-8	—	8/28/24	LFP	DWC	N/A	N/A	N/A	3 OF 3

C:\ACAD TEMP\AcPublish_24224\35762-8 NORTH.dwg, 05-38-42-000-000-00030-5 LT, lou Wed, 28 Aug 2024 - 10:31am

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

Project Name: MacArthur Blvd Dune and Beach Project
Project No: RPM # 4035
PCN: 05-38-42-000-000-00050-0

SPACE ABOVE THIS LINE FOR RECORDING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

PERPETUAL EASEMENT

THIS EASEMENT granted and executed this 3 day of OCTOBER, 2024, by **PIKE H. SULLIVAN, III, Trustee of The Pike H. Sullivan Revocable Trust of 2020 dated October 2, 2020**, whose address is 180 Winnicut Road, Stratham, New Hampshire 03885, Grantor, to **MARTIN COUNTY, a political subdivision of the State of Florida**, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of $1.00 in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an assignable easement and right-of-way, in on, over, and across the hereinafter described land for use by Martin County, its representatives, agents, contractors, and assigns, to nourish, renourish, protect, operate, and maintain a public beach thereon, including the right to provide use by the public, to deposit sand, to accomplish any alterations or contours on said land; to construct dunes and berms; to erect protective silt screens and fences and to perform any other work necessary and incident to the construction and maintenance of the Martin County Dune Protection Project, together with the continuing right to clear and remove any brush, debris, vegetation, structures, and obstructions which, in the opinion of the representatives of Martin County, may be detrimental to the project; and further excepting and reserving to the landowner the right to construct a wooden walkway access structure across said easement, provided that the manner of construction and location of the walkway is first approved in writing by the representatives of Martin County and reserving to the landowner all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easements hereby acquired, provided that no excavation shall be conducted and no landfill placed on the land except as provided above. The easement is taken subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

Accepted pursuant to
Resolution No. _____

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See Exhibit "A" attached hereto and made a part hereof (the "Easement Premises").

PROVIDED that no part of the foregoing shall be construed as in any manner creating or approving public use of dune areas currently protected by Section 33-72 of the Martin County Code. Said limitation on this easement shall be constructed to protect the property rights of the Grantor and shall remain in effect notwithstanding any future amendment of said ordinance.

Grantor acknowledges that Grantor is the lawful owner of and has good and marketable legal title to the Easement Property; that Grantor has the full right, power and authority to grant this easement to Grantee, and the full right, power and authority to grant this easement to Grantee, and all other rights granted hereunder; and that Grantor agrees that in the event that another party attempts to and/or does set aside this easement based on a superior right in the Easement Property, or commit any act which would in any way nullify or interfere with the rights granted hereunder, that Grantor will take all such steps as shall be necessary and appropriate to secure to Grantee the rights and interest secured hereunder. Grantor further warrants that there are no mortgages encumbering the Easement Premises.

(THIS SPACE WAS INTENTIONALLY LEFT BLANK)

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

Signed, sealed and delivered
in the presence of:

WITTNESSES:

Printed Name: Samatha Walsworth
Address: 160 Portsmouth Ave
Stratham NH, 03885

Printed Name: DANIEL ELORDI
Address: 160 PORTSMOUTH AVE
STRATHAM NH 03885

THE PIKE H. SULLIVAN REVOCABLE TRUST OF 2020

By: _____
PIKE H. SULLIVAN, III, Trustee

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 3RD day of OCTOBER, 2024, by PIKE H. SULLIVAN, III, Trustee of THE PIKE H. SULLIVAN REVOCABLE TRUST OF 2020 ( ) by means of physical presence or ( ) online notarization, who ( ) is personally known to me or ( ) has produced NH DRIVERS LICENSE as identification.

(NOTARY SEAL)

CHRISTINE S. JACQUES
NOTARY PUBLIC - State of New Hampshire
My Commission Expires
September 21, 2027

Notary Public, State of NEW HAMPSHIRE
Print Name: CHRISTINE JACQUES
My Commission Expires: SEPTEMBER 21, 2027

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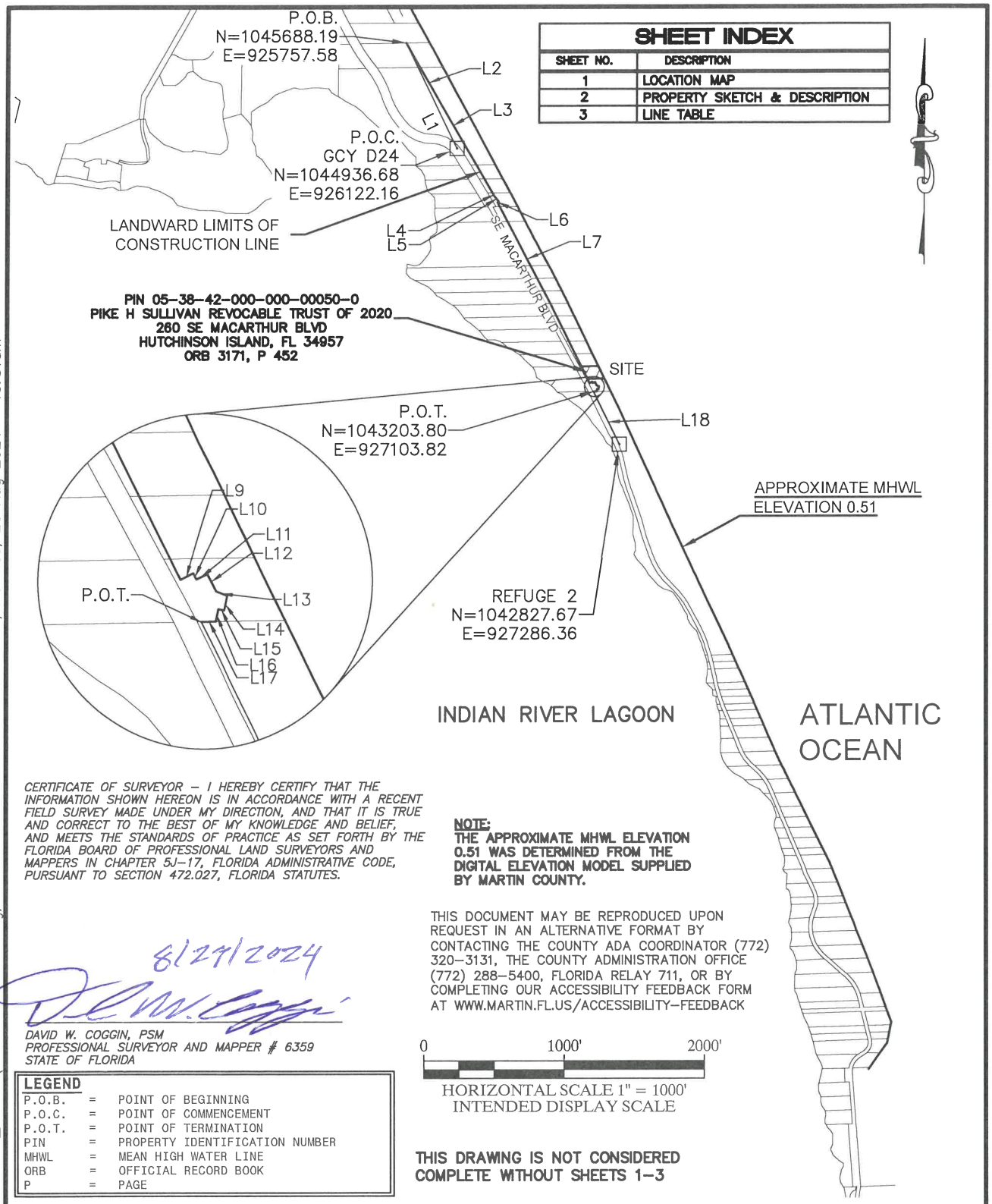
EXHIBIT A



SHEET INDEX	
SHEET NO.	DESCRIPTION
1	LOCATION MAP
2	PROPERTY SKETCH & DESCRIPTION
3	LINE TABLE

CERTIFICATE OF SURVEYOR – I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS IN ACCORDANCE WITH A RECENT FIELD SURVEY MADE UNDER MY DIRECTION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

8/27/2024

DAVID W. COGGIN, PSM
PROFESSIONAL SURVEYOR AND MAPPER # 6359
STATE OF FLORIDA

NOTE:
THE APPROXIMATE MHWL ELEVATION 0.51 WAS DETERMINED FROM THE DIGITAL ELEVATION MODEL SUPPLIED BY MARTIN COUNTY.

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

0 1000' 2000'

HORIZONTAL SCALE 1" = 1000'
INTENDED DISPLAY SCALE

LEGEND

P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.O.T.	=	POINT OF TERMINATION
PIN	=	PROPERTY IDENTIFICATION NUMBER
MHWL	=	MEAN HIGH WATER LINE
ORB	=	OFFICIAL RECORD BOOK
P	=	PAGE

THIS DRAWING IS NOT CONSIDERED COMPLETE WITHOUT SHEETS 1-3

Morgan & Eklund Inc.
PROFESSIONAL SURVEY CONSULTANTS
4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3165
LB #4298

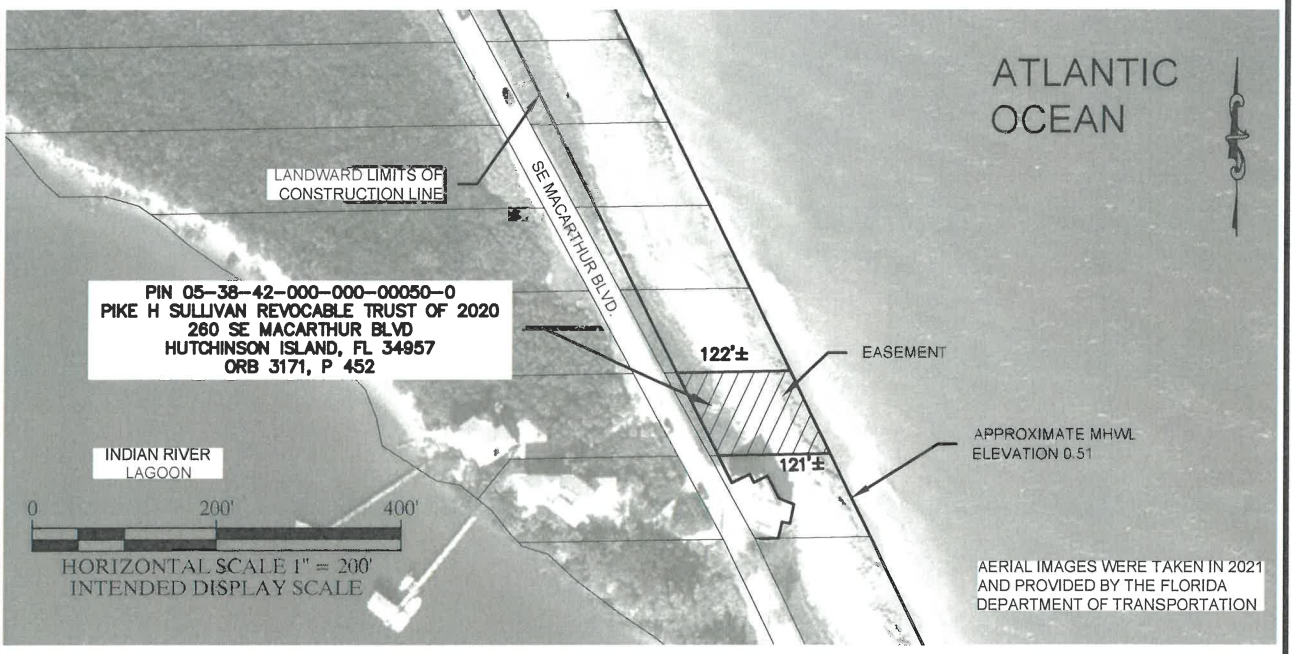
SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-000-000-00050-0

COMMISSION NO.	SCALE	DATE
35762-8	1" = 1000'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK	PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A	N/A	N/A	1 OF 3

C:\ACAD TEMP\AcPublish_24224\35762-8_NORTH.dwg, 05-38-42-000-000-00050-0 CVR, lou Wed, 28 Aug 2024 - 10:31am

EXHIBIT A



DESCRIPTION OF CONSTRUCTION EASEMENT:

THAT PORTION OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3171, PAGE 452 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, LYING EASTERLY OF THE LIMITS OF CONSTRUCTION LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT FLORIDA DEPARTMENT OF TRANSPORTATION CONCRETE MONUMENT GCY D24, HAVING A NORTHING OF 1,044,936.68 AND AN EASTING OF 926,122.16 AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT (NAD83/11), PROCEED N 25° 52' 46" W FOR A DISTANCE OF 835.28 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY LIMITS OF CONSTRUCTION LINE, HAVING A NORTHING OF 1,045,688.19 AND AN EASTING OF 925,757.58 (NAD83/11); THENCE, ALONG THE LIMITS OF CONSTRUCTION LINE, S 29° 31' 33" E FOR A DISTANCE OF 341.81 FEET TO A POINT; THENCE S 30° 11' 34" E FOR A DISTANCE OF 903.23 FEET TO A POINT; THENCE S 27° 41' 36" E FOR A DISTANCE OF 9.97 FEET TO A POINT; THENCE S 38° 02' 03" E FOR A DISTANCE OF 55.80 FEET TO A POINT; THENCE S 62° 17' 32" W FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE S 27° 42' 28" E FOR A DISTANCE OF 832.21 FEET TO A POINT; THENCE S 26° 35' 06" E FOR A DISTANCE OF 617.31 FEET TO A POINT; THENCE N 63° 37' 45" E FOR A DISTANCE OF 21.06 FEET TO A POINT; THENCE S 26° 22' 15" E FOR A DISTANCE OF 10.03 FEET TO A POINT; THENCE N 63° 37' 45" E FOR A DISTANCE OF 17.04 FEET TO A POINT; THENCE S 26° 22' 15" E FOR A DISTANCE OF 27.71 FEET TO A POINT; THENCE S 69° 49' 27" E FOR A DISTANCE OF 17.28 FEET TO A POINT; THENCE S 11° 56' 03" W FOR A DISTANCE OF 21.42 FEET TO A POINT; THENCE N 78° 03' 57" W FOR A DISTANCE OF 8.81 FEET TO A POINT; THENCE S 11° 56' 03" W FOR A DISTANCE OF 18.10 FEET TO A POINT; THENCE S 89° 04' 38" W FOR A DISTANCE OF 20.15 FEET TO A POINT THE POINT OF TERMINATION HAVING A NORTHING OF 1,043,203.80 AND AN EASTING OF 927,103.82 (NAD83/11), SAID POINT BEING 418.09 FEET DISTANT FROM CGS CONCRETE MONUMENT REFUGE 2, HAVING A NORTHING OF 1,042,827.67 AND AN EASTING OF 927286.36 (NAD83/11), ALONG A BEARING OF N 25° 53' 17" W.

NOTE:
BEARINGS ARE BASED UPON A LINE FROM FLORIDA DEPARTMENT OF TRANSPORTATION CONCRETE MONUMENT GCY D24 TO CGS CONCRETE MONUMENT REFUGE 2, AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, HAVING A BEARING OF S 28° 53' 57" E.

Morgan & Eklund Inc.
PROFESSIONAL SURVEY CONSULTANTS
4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3165
LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-000-000-00050-0

COMMISSION NO.	SCALE	DATE
35762-8	–	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	2 OF 3

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EXHIBIT A

Line Table		
Line #	Direction	Length
L1	N25° 52' 46"W	835.28'
L2	S29° 31' 33"E	341.81'
L3	S30° 11' 34"E	903.23'
L4	S27° 41' 36"E	9.97'
L5	S38° 02' 03"E	55.80'
L6	S62° 17' 32"W	10.00'
L7	S27° 42' 28"E	832.21'
L8	S26° 35' 06"E	617.31'
L9	N63° 37' 45"E	21.06'
L10	S26° 22' 15"E	10.03'
L11	N63° 37' 45"E	17.04'
L12	S26° 22' 15"E	27.71'
L13	S69° 49' 27"E	17.28'
L14	S11° 56' 03"W	21.42'
L15	N78° 03' 57"W	8.81'
L16	S11° 56' 03"W	18.10'
L17	S89° 04' 38"W	20.15'
L18	N25° 53' 17"W	418.09'

NOTE:
BEARINGS ARE BASED UPON A LINE FROM FLORIDA DEPARTMENT OF TRANSPORTATION CONCRETE MONUMENT GCY D24 TO CGS CONCRETE MONUMENT REFUGE 2, AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, HAVING A BEARING OF S 28° 53' 57" E.

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PHONE: (772) 388-5364
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SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-000-000-00050-0

COMMISSION NO.	SCALE	DATE
35762-8	—	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	3 OF 3

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

Project Name: MacArthur Blvd Dune and Beach Project
Project No: RPM # 4056
PCN: 05-38-42-001-000-00350-6

SPACE ABOVE THIS LINE FOR RECORDING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

PERPETUAL EASEMENT

THIS EASEMENT granted and executed this 18 day of OCTOBER, 2024, by **STEPHEN C. ROY, Trustee of the Stephen C. Roy Revocable Trust dated March 8, 2007**, whose address is 1031 SE MacArthur Boulevard, Stuart, Florida 34996, Grantor, to **MARTIN COUNTY, a political subdivision of the State of Florida**, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of $1.00 in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an assignable easement and right-of-way, in on, over, and across the hereinafter described land for use by Martin County, its representatives, agents, contractors, and assigns, to nourish, renourish, protect, operate, and maintain a public beach thereon, including the right to provide use by the public, to deposit sand, to accomplish any alterations or contours on said land; to construct dunes and berms; to erect protective silt screens and fences and to perform any other work necessary and incident to the construction and maintenance of the Martin County Dune Protection Project, together with the continuing right to clear and remove any brush, debris, vegetation, structures, and obstructions which, in the opinion of the representatives of Martin County, may be detrimental to the project; and further excepting and reserving to the landowner the right to construct a wooden walkway access structure across said easement, provided that the manner of construction and location of the walkway is first approved in writing by the representatives of Martin County and reserving to the landowner all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easements hereby acquired, provided that no excavation shall be conducted and no landfill placed on the land except as provided above. The easement is taken subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

Accepted pursuant to
Resolution No. _____

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See Exhibit "A" attached hereto and made a part hereof (the "Easement Premises").

PROVIDED that no part of the foregoing shall be construed as in any manner creating or approving public use of dune areas currently protected by Section 33-72 of the Martin County Code. Said limitation on this easement shall be constructed to protect the property rights of the Grantor and shall remain in effect notwithstanding any future amendment of said ordinance.

Grantor acknowledges that Grantor is the lawful owner of and has good and marketable legal title to the Easement Property; that Grantor has the full right, power and authority to grant this easement to Grantee, and the full right, power and authority to grant this easement to Grantee, and all other rights granted hereunder; and that Grantor agrees that in the event that another party attempts to and/or does set aside this easement based on a superior right in the Easement Property, or commit any act which would in any way nullify or interfere with the rights granted hereunder, that Grantor will take all such steps as shall be necessary and appropriate to secure to Grantee the rights and interest secured hereunder. Grantor further warrants that there are no mortgages encumbering the Easement Premises.

(THIS SPACE WAS INTENTIONALLY LEFT BLANK)

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

Signed, sealed and delivered
in the presence of:

WITTNESSES:

Colleen Doetsch

Printed Name: COLLEEN DOETSCH
Address: 9561 Hollyhock Ct
Davie, FL 33328

Printed Name: Jennifer Morales
Address: 8890 W SR 84
Davie FL 33024

STEPHEN C. ROY REVOCABLE TRUST

By: _____ Trustee
STEPHEN C. ROY, Trustee

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 18 day of October, 2024, by STEPHEN C. ROY, Trustee of the Stephen C. Roy Revocable Trust (✓) by means of physical presence or ( ) online notarization, who ( ) is personally known to me or (✓) has produced FL DL as identification.

(NOTARY SEAL)

JENNIFER MORALES
Notary Public - State of Florida
Commission # HH 302313
My Comm. Expires Sep 23, 2026

Notary Public, State of Florida
Print Name: Jennifer Morales
My Commission Expires: 09/23/26

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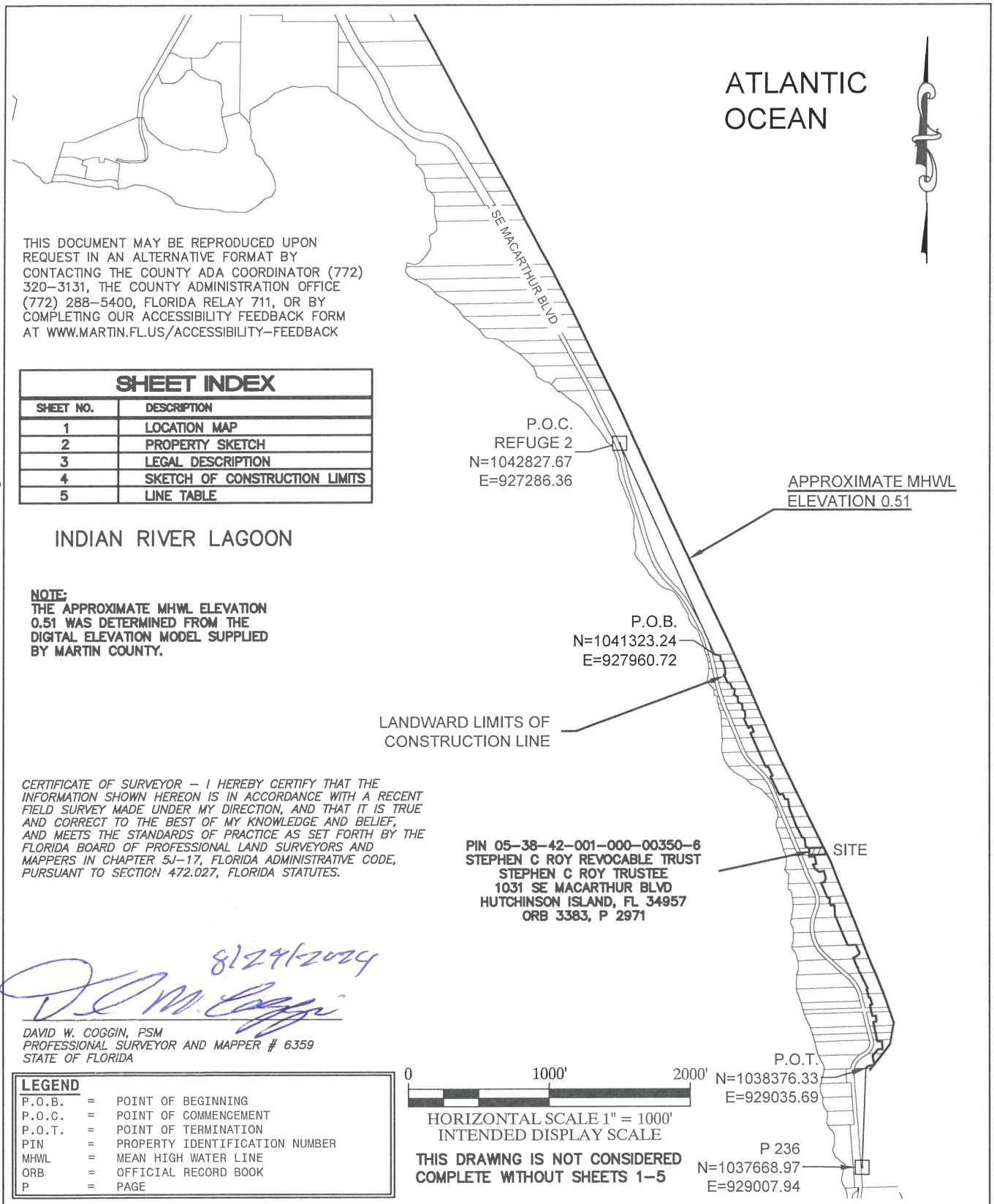
EXHIBIT A



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SHEET INDEX

SHEET NO.	DESCRIPTION
1	LOCATION MAP
2	PROPERTY SKETCH
3	LEGAL DESCRIPTION
4	SKETCH OF CONSTRUCTION LIMITS
5	LINE TABLE

NOTE:
THE APPROXIMATE MHWL ELEVATION 0.51 WAS DETERMINED FROM THE DIGITAL ELEVATION MODEL SUPPLIED BY MARTIN COUNTY.

CERTIFICATE OF SURVEYOR – I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS IN ACCORDANCE WITH A RECENT FIELD SURVEY MADE UNDER MY DIRECTION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

PIN 05-38-42-001-000-00350-6
STEPHEN C ROY REVOCABLE TRUST
STEPHEN C ROY TRUSTEE
1031 SE MACARTHUR BLVD
HUTCHINSON ISLAND, FL 34957
ORB 3383, P 2971

8/28/2024

DAVID W. COGGIN, PSM
PROFESSIONAL SURVEYOR AND MAPPER # 6359
STATE OF FLORIDA

LEGEND

P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.O.T.	=	POINT OF TERMINATION
PIN	=	PROPERTY IDENTIFICATION NUMBER
MHWL	=	MEAN HIGH WATER LINE
ORB	=	OFFICIAL RECORD BOOK
P	=	PAGE

THIS DRAWING IS NOT CONSIDERED COMPLETE WITHOUT SHEETS 1-5

Morgan & Eklund Inc.
PROFESSIONAL SURVEY CONSULTANTS
4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3165
LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00350-6

COMMISSION NO.	SCALE	DATE
35762-8	1" = 1000'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	1 OF 5

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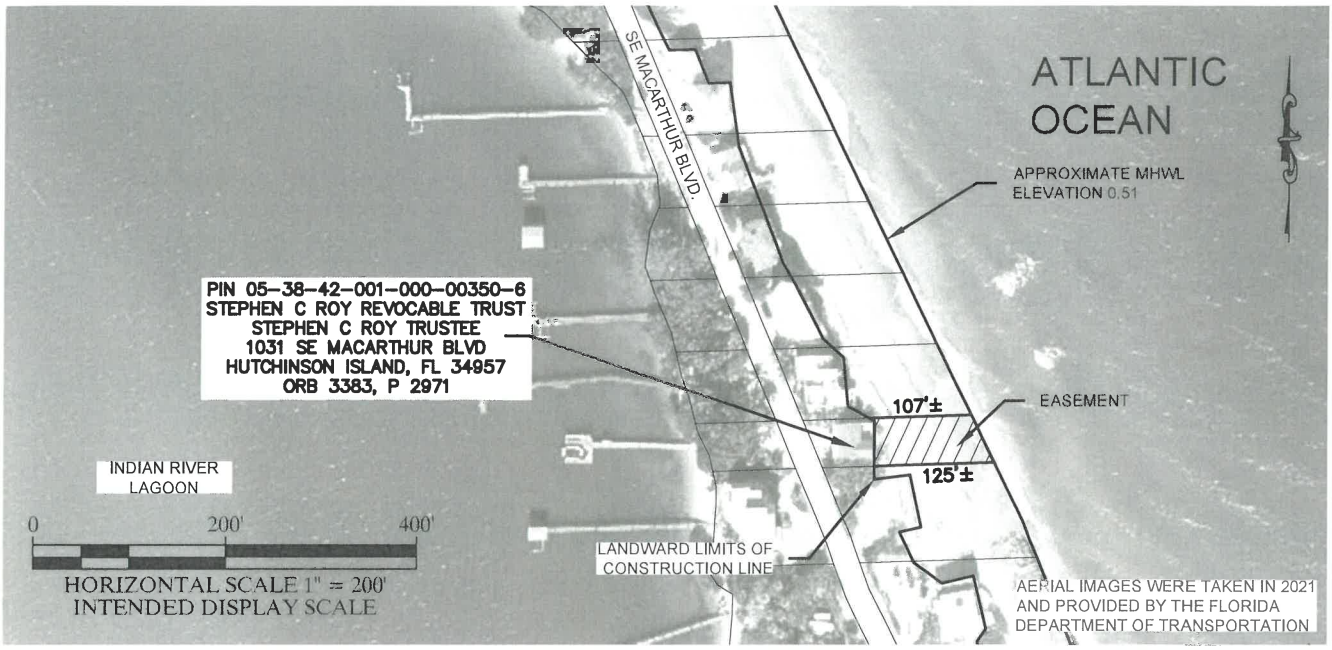
EXHIBIT A



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SKETCH OF LEGAL DESCRIPTION
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MARTIN COUNTY, FLORIDA
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COMMISSION NO.	SCALE	DATE
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DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	2 OF 5

EXHIBIT A

DESCRIPTION OF CONSTRUCTION EASEMENT:

THAT PORTION OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3383, PAGE 2971 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, LYING EASTERLY OF THE LIMITS OF CONSTRUCTION LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CGS CONCRETE MONUMENT REFUGE 2, HAVING COORDINATES OF NORTHING OF 1,042,827.67 AND EASTING OF 927,286.36 AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT (NAD83/11), PROCEED S 24° 08' 39" E FOR A DISTANCE OF 1648.66 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY LIMITS OF CONSTRUCTION LINE, HAVING A NORTHING OF 1,041,323.24 AND AN EASTING OF 927,960.72 NAD83/11; THENCE ALONG THE LIMITS OF CONSTRUCTION LINE S 80° 25' 59" E FOR A DISTANCE OF 39.29 FEET TO A POINT; THENCE S 11° 12' 31" E FOR A DISTANCE OF 35.45 FEET TO A POINT; THENCE S 45° 25' 23" E FOR A DISTANCE OF 19.06 FEET TO A POINT; THENCE S 17° 00' 06" E FOR A DISTANCE OF 49.75 FEET TO A POINT; THENCE S 03° 00' 03" E FOR A DISTANCE OF 40.31 FEET TO A POINT; THENCE S 86° 59' 57" W FOR A DISTANCE OF 10.82 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 63.80 FEET TO A POINT; THENCE N 88° 12' 26" E FOR A DISTANCE OF 15.57 FEET TO A POINT; THENCE S 22° 53' 36" E FOR A DISTANCE OF 41.90 FEET TO A POINT; THENCE S 62° 01' 36" E FOR A DISTANCE OF 22.75 FEET TO A POINT; THENCE S 08° 19' 01" W FOR A DISTANCE OF 38.58 FEET TO A POINT; THENCE S 62° 44' 04" E FOR A DISTANCE OF 28.53 FEET TO A POINT; THENCE S 06° 20' 30" E FOR A DISTANCE OF 39.29 FEET TO A POINT; THENCE S 65° 51' 47" E FOR A DISTANCE OF 31.35 FEET TO A POINT; THENCE S 01° 31' 49" E FOR A DISTANCE OF 39.69 FEET TO A POINT; THENCE S 56° 50' 28" E FOR A DISTANCE OF 22.43 FEET TO A POINT; THENCE S 00° 50' 51" E FOR A DISTANCE OF 39.21 FEET TO A POINT; THENCE S 27° 17' 55" W FOR A DISTANCE OF 16.90 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 70.53 FEET TO A POINT; THENCE N 65° 52' 21" E FOR A DISTANCE OF 26.78 FEET TO A POINT; THENCE S 24° 07' 39" E FOR A DISTANCE OF 39.85 FEET TO A POINT; THENCE S 65° 52' 21" W FOR A DISTANCE OF 26.56 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 227.94 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 38.38 FEET TO A POINT; THENCE N 64° 10' 43" E FOR A DISTANCE OF 15.46 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 77.46 FEET TO A POINT; THENCE S 64° 10' 43" W FOR A DISTANCE OF 15.46 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 139.73 FEET TO A POINT; THENCE N 88° 12' 27" E FOR A DISTANCE OF 26.93 FEET TO A POINT; THENCE S 22° 27' 11" E FOR A DISTANCE OF 38.05 FEET TO A POINT; THENCE N 88° 11' 21" E FOR A DISTANCE OF 21.99 FEET TO A POINT; THENCE S 07° 56' 47" E FOR A DISTANCE OF 67.49 FEET TO A POINT; THENCE S 21° 49' 18" E FOR A DISTANCE OF 68.04 FEET TO A POINT; THENCE S 20° 43' 21" E FOR A DISTANCE OF 61.24 FEET TO A POINT; THENCE S 30° 42' 54" E FOR A DISTANCE OF 24.10 FEET TO A POINT; THENCE S 26° 59' 14" E FOR A DISTANCE OF 64.96 FEET TO A POINT; THENCE S 48° 14' 19" E FOR A DISTANCE OF 29.41 FEET TO A POINT; THENCE S 05° 00' 27" E FOR A DISTANCE OF 51.10 FEET TO A POINT; THENCE S 61° 11' 04" E FOR A DISTANCE OF 31.89 FEET TO A POINT; THENCE S 00° 04' 16" W FOR A DISTANCE OF 60.54 FEET TO A POINT; THENCE N 82° 41' 08" E FOR A DISTANCE OF 37.71 FEET TO A POINT; THENCE S 12° 01' 46" E FOR A DISTANCE OF 55.75 FEET TO A POINT; THENCE S 77° 58' 14" W FOR A DISTANCE OF 23.14 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 35.55 FEET TO A POINT; THENCE S 54° 11' 31" E FOR A DISTANCE OF 36.43 FEET TO A POINT; THENCE N 76° 21' 27" E FOR A DISTANCE OF 32.96 FEET TO A POINT; THENCE S 13° 38' 33" E FOR A DISTANCE OF 56.81 FEET TO A POINT; THENCE S 35° 30' 42" W FOR A DISTANCE OF 16.03 FEET TO A POINT; THENCE S 10° 04' 50" E FOR A DISTANCE OF 9.99 FEET TO A POINT; THENCE S 77° 56' 35" W FOR A DISTANCE OF 26.85 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 116.59 FEET TO A POINT; THENCE N 87° 18' 28" E FOR A DISTANCE OF 14.81 FEET TO A POINT; THENCE S 02° 41' 32" E FOR A DISTANCE OF 28.74 FEET TO A POINT; THENCE S 87° 18' 28" W FOR A DISTANCE OF 4.21 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 29.21 FEET TO A POINT; THENCE N 86° 46' 56" E FOR A DISTANCE OF 25.23 FEET TO A POINT; THENCE S 03° 13' 04" E FOR A DISTANCE OF 70.37 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 230.89 FEET TO A POINT; THENCE N 88° 12' 26" E FOR A DISTANCE OF 59.30 FEET TO A POINT; THENCE S 19° 31' 11" E FOR A DISTANCE OF 40.49 FEET TO A POINT; THENCE S 43° 31' 43" E FOR A DISTANCE OF 15.97 FEET TO A POINT; THENCE S 01° 17' 41" W FOR A DISTANCE OF 10.62 FEET TO A POINT; THENCE S 40° 58' 46" W FOR A DISTANCE OF 13.31 FEET TO A POINT; THENCE S 51° 59' 30" W FOR A DISTANCE OF 19.33 FEET TO A POINT; THENCE S 66° 40' 18" W FOR A DISTANCE OF 23.52 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 74.88 FEET TO A POINT; THENCE N 78° 57' 05" E FOR A DISTANCE OF 5.20 FEET TO A POINT; THENCE S 11° 02' 55" E FOR A DISTANCE OF 24.71 FEET TO A POINT; THENCE S 31° 01' 25" E FOR A DISTANCE OF 32.92 FEET TO A POINT; THENCE S 26° 06' 49" E FOR A DISTANCE OF 110.67 FEET TO A POINT; THENCE S 63° 53' 11" W FOR A DISTANCE OF 10.77 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 21.16 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 39.12 FEET TO A POINT; THENCE N 74° 27' 29" E FOR A DISTANCE OF 11.21 FEET TO A POINT; THENCE S 15° 32' 31" E FOR A DISTANCE OF 54.64 FEET TO A POINT; THENCE S 74° 27' 29" W FOR A DISTANCE OF 15.94 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 78.74 FEET TO A POINT; THENCE N 87° 05' 19" E FOR A DISTANCE OF 24.94 FEET TO A POINT; THENCE S 02° 54' 41" E FOR A DISTANCE OF 42.13 FEET TO A POINT; THENCE S 87° 05' 19" W FOR A DISTANCE OF 19.25 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 141.29 FEET TO A POINT; THENCE N 88° 06' 13" E FOR A DISTANCE OF 31.18 FEET TO A POINT; THENCE S 01° 53' 47" E FOR A DISTANCE OF 55.90 FEET TO A POINT; THENCE S 88° 06' 13" W FOR A DISTANCE OF 27.58 FEET TO A POINT; THENCE S 37° 17' 13" W FOR A DISTANCE OF 60.00 FEET TO A POINT; THENCE S 11° 44' 42" E FOR A DISTANCE OF 64.62 FEET TO A POINT; THENCE S 78° 15' 18" W FOR A DISTANCE OF 46.79 FEET TO A POINT; THENCE S 44° 28' 12" W FOR A DISTANCE OF 21.72 FEET TO THE POINT OF TERMINATION, HAVING A NORTHING OF 1,038,376.33 AND AN EASTING OF 929,035.69 NAD83/11, SAID POINT BEING 707.91 FEET DISTANT FROM CGS CONCRETE MONUMENT P 236 HAVING A NORTHING OF 1,037,668.97 AND EASTING OF 929,007.94 NAD83/11 ALONG A BEARING OF N 02° 14' 47" E.

NOTE:
BEARINGS ARE BASED UPON A LINE FROM CGS CONCRETE MONUMENT REFUGE 2 TO CGS CONCRETE MONUMENT P 236, AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, HAVING A BEARING OF S 18° 27' 18" E.

Morgan & Eklund Inc.
PROFESSIONAL SURVEY CONSULTANTS
4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3185
LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00350-6

COMMISSION NO.	SCALE	DATE
35762-8	—	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	3 OF 5

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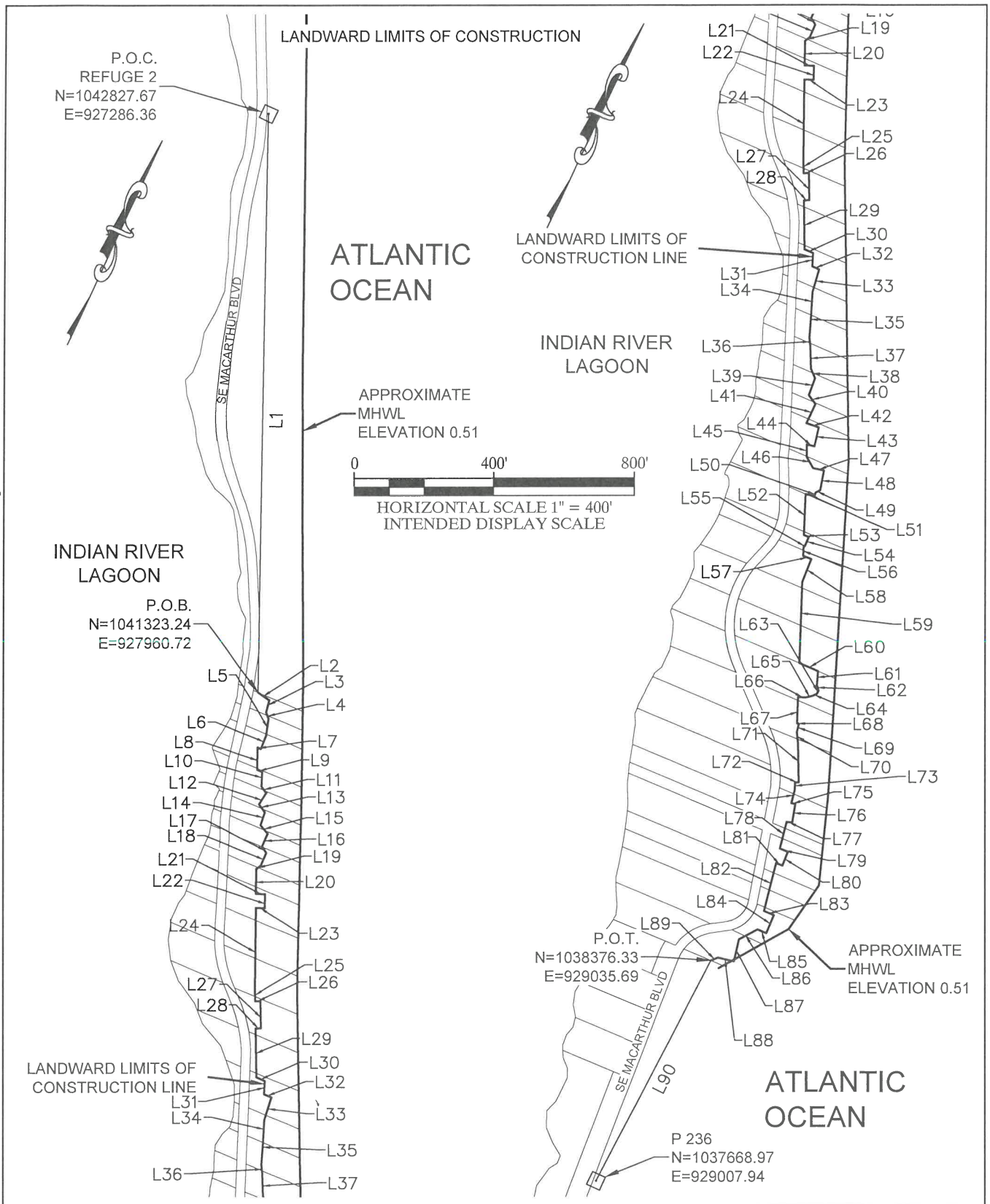
EXHIBIT A



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Morgan & Eklund Inc.

PROFESSIONAL SURVEY CONSULTANTS

4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3165
LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00350-6

COMMISSION NO.	SCALE	DATE
35762-8	1" = 400'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	4 OF 5

EXHIBIT A

Line Table		
Line #	Direction	Length
L1	S24°08'39"E	1648.66'
L2	S80°25'59"E	39.29'
L3	S11°12'31"E	35.45'
L4	S45°25'23"E	19.06'
L5	S17°00'06"E	49.75'
L6	S3°00'03"E	40.31'
L7	S86°59'57"W	10.82'
L8	S24°27'11"E	63.80'
L9	N88°12'26"E	15.57'
L10	S22°53'36"E	41.90'
L11	S62°01'36"E	22.75'
L12	S8°19'01"W	38.58'
L13	S62°44'04"E	28.53'
L14	S6°20'30"E	39.29'
L15	S65°51'47"E	31.35'
L16	S1°31'49"E	39.69'
L17	S56°50'28"E	22.43'
L18	S0°50'51"E	39.21'
L19	S27°17'55"W	16.90'
L20	S24°27'11"E	70.53'
L21	N65°52'21"E	26.78'
L22	S24°07'39"E	39.85'
L23	S65°52'21"W	26.56'
L24	S24°27'11"E	227.94'
L25	S25°49'17"E	38.38'
L26	N64°10'43"E	15.46'
L27	S25°49'17"E	77.46'
L28	S64°10'43"W	15.46'
L29	S25°49'17"E	139.73'
L30	N88°12'27"E	26.93'
L31	S22°27'11"E	38.05'
L32	N88°11'21"E	21.99'
L33	S7°56'47"E	67.49'

Line Table		
Line #	Direction	Length
L34	S21°49'18"E	68.04'
L35	S20°43'21"E	61.24'
L36	S30°42'54"E	24.10'
L37	S26°59'14"E	64.96'
L38	S48°14'19"E	29.41'
L39	S5°00'27"E	51.10'
L40	S61°11'04"E	31.89'
L41	S0°04'16"W	60.54'
L42	N82°41'08"E	37.71'
L43	S12°01'46"E	55.75'
L44	S77°58'14"W	23.14'
L45	S25°49'17"E	35.55'
L46	S54°11'31"E	36.43'
L47	N76°21'27"E	32.96'
L48	S13°38'33"E	56.81'
L49	S35°30'42"W	16.03'
L50	S10°04'50"E	9.99'
L51	S77°56'35"W	26.85'
L52	S22°56'33"E	116.59'
L53	N87°18'28"E	14.81'
L54	S2°41'32"E	28.74'
L55	S87°18'28"W	4.21'
L56	S22°56'33"E	29.21'
L57	N86°46'56"E	25.23'
L58	S3°13'04"E	70.37'
L59	S22°56'33"E	230.89'
L60	N88°12'26"E	59.30'
L61	S19°31'11"E	40.49'
L62	S43°31'43"E	15.97'
L63	S1°17'41"W	10.62'
L64	S40°58'46"W	13.31'
L65	S51°59'30"W	19.33'
L66	S66°40'18"W	23.52'

Line Table		
Line #	Direction	Length
L67	S22°56'33"E	74.88'
L68	N78°57'05"E	5.20'
L69	S11°02'55"E	24.71'
L70	S31°01'25"E	32.92'
L71	S26°06'49"E	110.67'
L72	S63°53'11"W	10.77'
L73	S22°56'33"E	21.16'
L74	S10°35'40"E	39.12'
L75	N74°27'29"E	11.21'
L76	S15°32'31"E	54.64'
L77	S74°27'29"W	15.94'
L78	S10°35'40"E	78.74'
L79	N87°05'19"E	24.94'
L80	S2°54'41"E	42.13'
L81	S87°05'19"W	19.25'
L82	S10°35'40"E	141.29'
L83	N88°06'13"E	31.18'
L84	S1°53'47"E	55.90'
L85	S88°06'13"W	27.58'
L86	S37°17'13"W	60.00'
L87	S11°44'42"E	64.62'
L88	S78°15'18"W	46.79'
L89	S44°28'12"W	21.72'
L90	N2°14'47"E	707.91'

NOTE:
BEARINGS ARE BASED UPON A LINE FROM CGS CONCRETE MONUMENT REFUGE 2 TO CGS CONCRETE MONUMENT P 236, AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, HAVING A BEARING OF S 18° 27' 18" E.

Morgan & Eklund Inc.
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4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3165
LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00350-6

COMMISSION NO.	SCALE	DATE
35762-8	–	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	5 OF 5

C:\ACAD TEMP\AcPublish_24224\35762-8 SOUTH.dwg, 05-38-42-001-000-00350-6 LT, lou Wed, 28 Aug 2024 - 11:13am

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

Project Name: MacArthur Blvd Dune and Beach Project
Project No: RPM # 4057
PCN: 05-38-42-001-000-00360-4

SPACE ABOVE THIS LINE FOR RECORDING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

PERPETUAL EASEMENT

THIS EASEMENT granted and executed this 23RD day of DECEMBER, 2024, by **RANGA RATHAKRISHNAN**, whose address is 1043 SE MacArthur Boulevard, Stuart, Florida 34996, Grantor, to **MARTIN COUNTY, a political subdivision of the State of Florida**, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of $1.00 in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an assignable easement and right-of-way, in on, over, and across the hereinafter described land for use by Martin County, its representatives, agents, contractors, and assigns, to nourish, renourish, protect, operate, and maintain a public beach thereon, including the right to provide use by the public, to deposit sand, to accomplish any alterations or contours on said land; to construct dunes and berms; to erect protective silt screens and fences and to perform any other work necessary and incident to the construction and maintenance of the Martin County Dune Protection Project, together with the continuing right to clear and remove any brush, debris, vegetation, structures, and obstructions which, in the opinion of the representatives of Martin County, may be detrimental to the project; and further excepting and reserving to the landowner the right to construct a wooden walkway access structure across said easement, provided that the manner of construction and location of the walkway is first approved in writing by the representatives of Martin County and reserving to the landowner all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easements hereby acquired, provided that no excavation shall be conducted and no landfill placed on the land except as provided above. The easement is taken subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

Accepted pursuant to
Resolution No. _____

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See Exhibit "A" attached hereto and made a part hereof (the "Easement Premises").

PROVIDED that no part of the foregoing shall be construed as in any manner creating or approving public use of dune areas currently protected by Section 33-72 of the Martin County Code. Said limitation on this easement shall be constructed to protect the property rights of the Grantor and shall remain in effect notwithstanding any future amendment of said ordinance.

Grantor acknowledges that Grantor is the lawful owner of and has good and marketable legal title to the Easement Property; that Grantor has the full right, power and authority to grant this easement to Grantee, and the full right, power and authority to grant this easement to Grantee, and all other rights granted hereunder; and that Grantor agrees that in the event that another party attempts to and/or does set aside this easement based on a superior right in the Easement Property, or commit any act which would in any way nullify or interfere with the rights granted hereunder, that Grantor will take all such steps as shall be necessary and appropriate to secure to Grantee the rights and interest secured hereunder. Grantor further warrants that there are no mortgages encumbering the Easement Premises.

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

Signed, sealed and delivered
in the presence of:

WITNESSES:

_____ By: _____
Printed Name: Pamela Carbocci RANGA RATHAKRISHNAN
Address: 1314 Greenview Shores Blvd
Wellington, Fl 33414

_____
Printed Name: Michelle Curry
Address: 1314 Greenview Shores Blvd
Wellington, Fl 33414

STATE OF FL
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23rd day of December, 2024, by RANGA RATHAKRISHNAN (✓) by means of physical presence or ( ) online notarization, who (✓) is personally known to me or ( ) has produced _____ as identification.

(NOTARY SEAL)

SCOTT M BECKWITH
Notary Public - State of Florida
Commission # HH 153842
My Comm. Expires Jul 14, 2025

_____
Notary Public, State of FL
Print Name: SCOTT BECKWITH
My Commission Expires: 7/14/25

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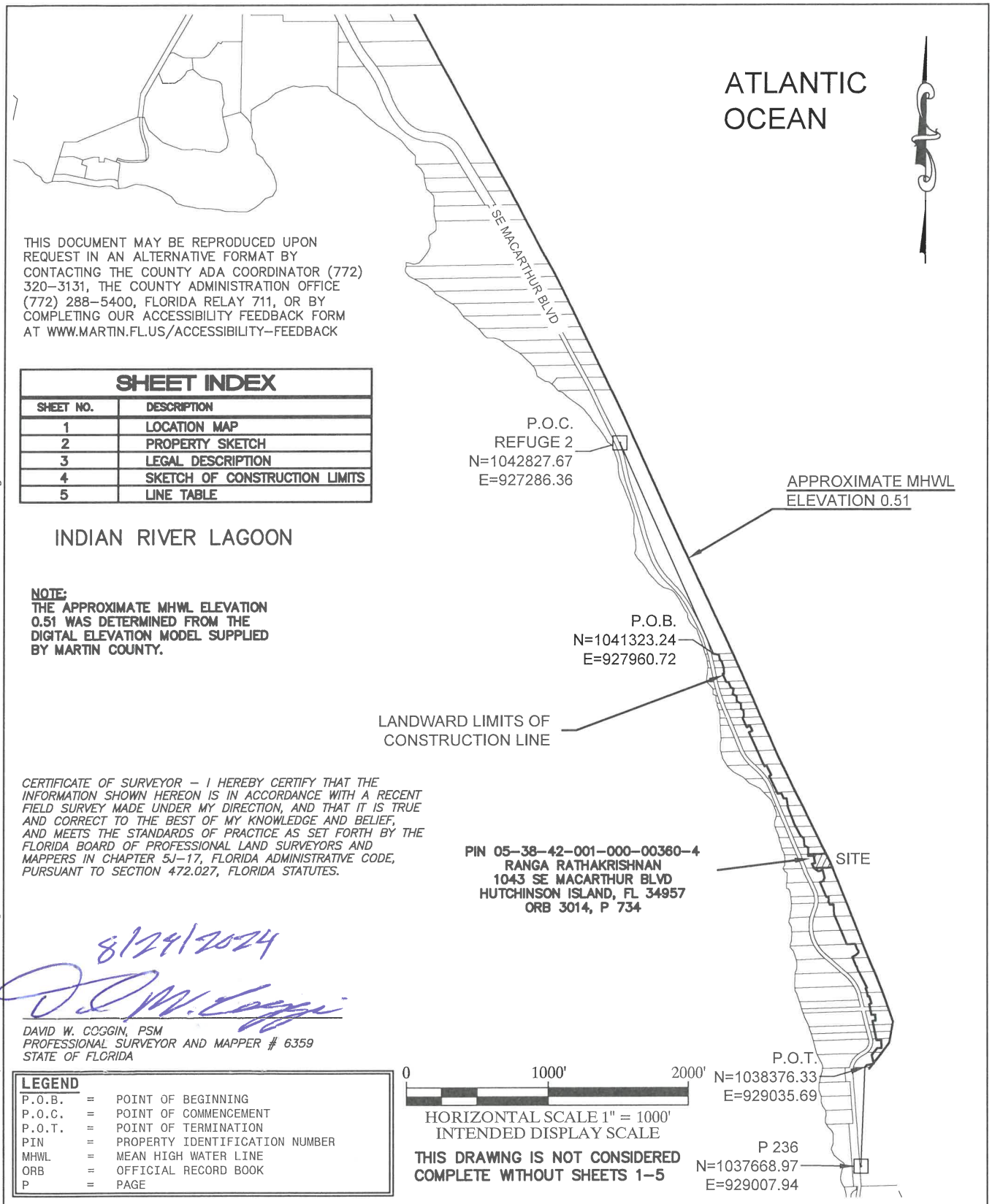
EXHIBIT A



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SHEET INDEX

SHEET NO.	DESCRIPTION
1	LOCATION MAP
2	PROPERTY SKETCH
3	LEGAL DESCRIPTION
4	SKETCH OF CONSTRUCTION LIMITS
5	LINE TABLE

NOTE:
THE APPROXIMATE MHWL ELEVATION 0.51 WAS DETERMINED FROM THE DIGITAL ELEVATION MODEL SUPPLIED BY MARTIN COUNTY.

CERTIFICATE OF SURVEYOR – I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS IN ACCORDANCE WITH A RECENT FIELD SURVEY MADE UNDER MY DIRECTION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

8/28/2024

DAVID W. COGGIN, PSM
PROFESSIONAL SURVEYOR AND MAPPER # 6359
STATE OF FLORIDA

LEGEND

P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.O.T.	=	POINT OF TERMINATION
PIN	=	PROPERTY IDENTIFICATION NUMBER
MHWL	=	MEAN HIGH WATER LINE
ORB	=	OFFICIAL RECORD BOOK
P	=	PAGE

THIS DRAWING IS NOT CONSIDERED COMPLETE WITHOUT SHEETS 1–5

Morgan & Eklund Inc.
PROFESSIONAL SURVEY CONSULTANTS
4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3165
LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00360-4

COMMISSION NO.	SCALE	DATE
35762-8	1" = 1000'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	1 OF 5

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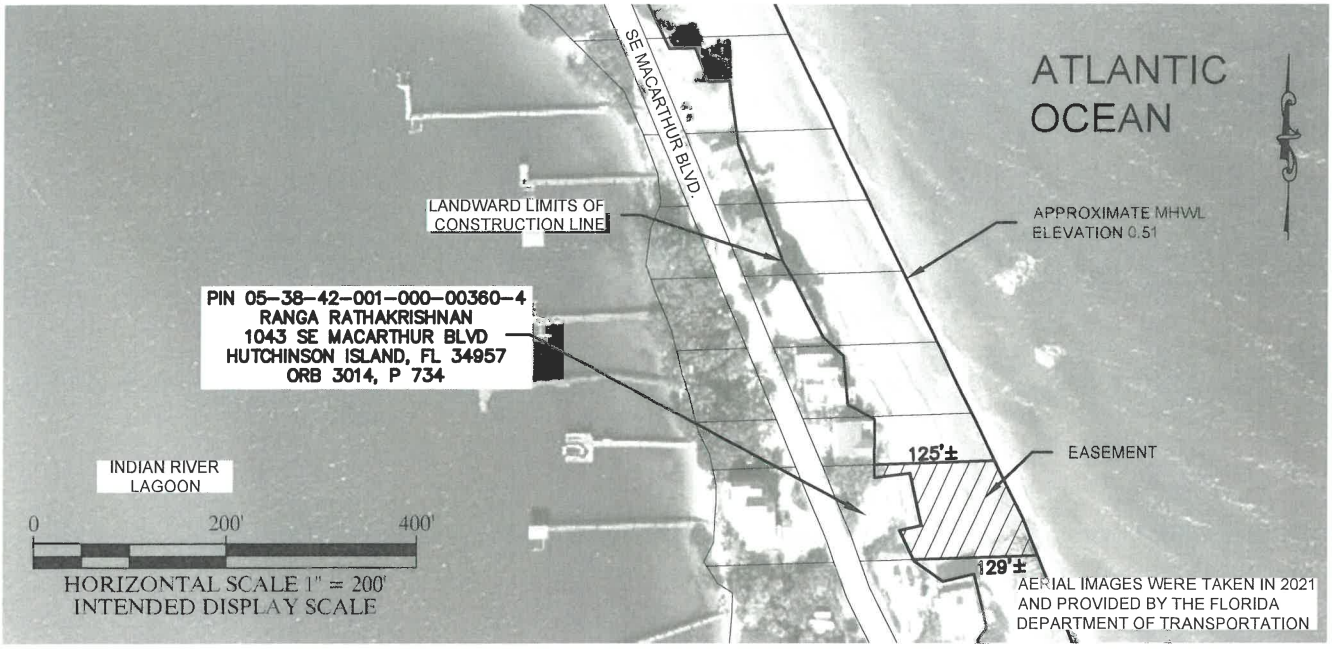
EXHIBIT A



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SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00360-4

COMMISSION NO.	SCALE	DATE
35762-8	1" = 200'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	2 OF 5

EXHIBIT A

DESCRIPTION OF CONSTRUCTION EASEMENT:

THAT PORTION OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3014, PAGE 734 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, LYING EASTERLY OF THE LIMITS OF CONSTRUCTION LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CGS CONCRETE MONUMENT REFUGE 2, HAVING COORDINATES OF NORTHING OF 1,042,827.67 AND EASTING OF 927,286.36 AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT (NAD83/11), PROCEED S 24° 08' 39" E FOR A DISTANCE OF 1648.66 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY LIMITS OF CONSTRUCTION LINE, HAVING A NORTHING OF 1,041,323.24 AND AN EASTING OF 927,960.72 NAD83/11; THENCE ALONG THE LIMITS OF CONSTRUCTION LINE S 80° 25' 59" E FOR A DISTANCE OF 39.29 FEET TO A POINT; THENCE S 11° 12' 31" E FOR A DISTANCE OF 35.45 FEET TO A POINT; THENCE S 45° 25' 23" E FOR A DISTANCE OF 19.06 FEET TO A POINT; THENCE S 17° 00' 06" E FOR A DISTANCE OF 49.75 FEET TO A POINT; THENCE S 03° 00' 03" E FOR A DISTANCE OF 40.31 FEET TO A POINT; THENCE S 86° 59' 57" W FOR A DISTANCE OF 10.82 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 63.80 FEET TO A POINT; THENCE N 88° 12' 26" E FOR A DISTANCE OF 15.57 FEET TO A POINT; THENCE S 22° 53' 36" E FOR A DISTANCE OF 41.90 FEET TO A POINT; THENCE S 62° 01' 36" E FOR A DISTANCE OF 22.75 FEET TO A POINT; THENCE S 08° 19' 01" W FOR A DISTANCE OF 38.58 FEET TO A POINT; THENCE S 62° 44' 04" E FOR A DISTANCE OF 28.53 FEET TO A POINT; THENCE S 06° 20' 30" E FOR A DISTANCE OF 39.29 FEET TO A POINT; THENCE S 65° 51' 47" E FOR A DISTANCE OF 31.35 FEET TO A POINT; THENCE S 01° 31' 49" E FOR A DISTANCE OF 39.69 FEET TO A POINT; THENCE S 56° 50' 28" E FOR A DISTANCE OF 22.43 FEET TO A POINT; THENCE S 00° 50' 51" E FOR A DISTANCE OF 39.21 FEET TO A POINT; THENCE S 27° 17' 55" W FOR A DISTANCE OF 16.90 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 70.53 FEET TO A POINT; THENCE N 65° 52' 21" E FOR A DISTANCE OF 26.78 FEET TO A POINT; THENCE S 24° 07' 39" E FOR A DISTANCE OF 39.85 FEET TO A POINT; THENCE S 65° 52' 21" W FOR A DISTANCE OF 26.56 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 227.94 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 38.38 FEET TO A POINT; THENCE N 64° 10' 43" E FOR A DISTANCE OF 15.46 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 77.46 FEET TO A POINT; THENCE S 64° 10' 43" W FOR A DISTANCE OF 15.46 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 139.73 FEET TO A POINT; THENCE N 88° 12' 27" E FOR A DISTANCE OF 26.93 FEET TO A POINT; THENCE S 22° 27' 11" E FOR A DISTANCE OF 38.05 FEET TO A POINT; THENCE N 88° 11' 21" E FOR A DISTANCE OF 21.99 FEET TO A POINT; THENCE S 07° 56' 47" E FOR A DISTANCE OF 67.49 FEET TO A POINT; THENCE S 21° 49' 18" E FOR A DISTANCE OF 68.04 FEET TO A POINT; THENCE S 20° 43' 21" E FOR A DISTANCE OF 61.24 FEET TO A POINT; THENCE S 30° 42' 54" E FOR A DISTANCE OF 24.10 FEET TO A POINT; THENCE S 26° 59' 14" E FOR A DISTANCE OF 64.96 FEET TO A POINT; THENCE S 48° 14' 19" E FOR A DISTANCE OF 29.41 FEET TO A POINT; THENCE S 05° 00' 27" E FOR A DISTANCE OF 51.10 FEET TO A POINT; THENCE S 61° 11' 04" E FOR A DISTANCE OF 31.89 FEET TO A POINT; THENCE S 00° 04' 16" W FOR A DISTANCE OF 60.54 FEET TO A POINT; THENCE N 82° 41' 08" E FOR A DISTANCE OF 37.71 FEET TO A POINT; THENCE S 12° 01' 46" E FOR A DISTANCE OF 55.75 FEET TO A POINT; THENCE S 77° 58' 14" W FOR A DISTANCE OF 23.14 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 35.55 FEET TO A POINT; THENCE S 54° 11' 31" E FOR A DISTANCE OF 36.43 FEET TO A POINT; THENCE N 76° 21' 27" E FOR A DISTANCE OF 32.96 FEET TO A POINT; THENCE S 13° 38' 33" E FOR A DISTANCE OF 56.81 FEET TO A POINT; THENCE S 35° 30' 42" W FOR A DISTANCE OF 16.03 FEET TO A POINT; THENCE S 10° 04' 50" E FOR A DISTANCE OF 9.99 FEET TO A POINT; THENCE S 77° 56' 35" W FOR A DISTANCE OF 26.85 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 116.59 FEET TO A POINT; THENCE N 87° 18' 28" E FOR A DISTANCE OF 14.81 FEET TO A POINT; THENCE S 02° 41' 32" E FOR A DISTANCE OF 28.74 FEET TO A POINT; THENCE S 87° 18' 28" W FOR A DISTANCE OF 4.21 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 29.21 FEET TO A POINT; THENCE N 86° 46' 56" E FOR A DISTANCE OF 25.23 FEET TO A POINT; THENCE S 03° 13' 04" E FOR A DISTANCE OF 70.37 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 230.89 FEET TO A POINT; THENCE N 88° 12' 26" E FOR A DISTANCE OF 59.30 FEET TO A POINT; THENCE S 19° 31' 11" E FOR A DISTANCE OF 40.49 FEET TO A POINT; THENCE S 43° 31' 43" E FOR A DISTANCE OF 15.97 FEET TO A POINT; THENCE S 01° 17' 41" W FOR A DISTANCE OF 10.62 FEET TO A POINT; THENCE S 40° 58' 46" W FOR A DISTANCE OF 13.31 FEET TO A POINT; THENCE S 51° 59' 30" W FOR A DISTANCE OF 19.33 FEET TO A POINT; THENCE S 66° 40' 18" W FOR A DISTANCE OF 23.52 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 74.88 FEET TO A POINT; THENCE N 78° 57' 05" E FOR A DISTANCE OF 5.20 FEET TO A POINT; THENCE S 11° 02' 55" E FOR A DISTANCE OF 24.71 FEET TO A POINT; THENCE S 31° 01' 25" E FOR A DISTANCE OF 32.92 FEET TO A POINT; THENCE S 26° 06' 49" E FOR A DISTANCE OF 110.67 FEET TO A POINT; THENCE S 63° 53' 11" W FOR A DISTANCE OF 10.77 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 21.16 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 39.12 FEET TO A POINT; THENCE N 74° 27' 29" E FOR A DISTANCE OF 11.21 FEET TO A POINT; THENCE S 15° 32' 31" E FOR A DISTANCE OF 54.64 FEET TO A POINT; THENCE S 74° 27' 29" W FOR A DISTANCE OF 15.94 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 78.74 FEET TO A POINT; THENCE N 87° 05' 19" E FOR A DISTANCE OF 24.94 FEET TO A POINT; THENCE S 02° 54' 41" E FOR A DISTANCE OF 42.13 FEET TO A POINT; THENCE S 87° 05' 19" W FOR A DISTANCE OF 19.25 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 141.29 FEET TO A POINT; THENCE N 88° 06' 13" E FOR A DISTANCE OF 31.18 FEET TO A POINT; THENCE S 01° 53' 47" E FOR A DISTANCE OF 55.90 FEET TO A POINT; THENCE S 88° 06' 13" W FOR A DISTANCE OF 27.58 FEET TO A POINT; THENCE S 37° 17' 13" W FOR A DISTANCE OF 60.00 FEET TO A POINT; THENCE S 11° 44' 42" E FOR A DISTANCE OF 64.62 FEET TO A POINT; THENCE S 78° 15' 18" W FOR A DISTANCE OF 46.79 FEET TO A POINT; THENCE S 44° 28' 12" W FOR A DISTANCE OF 21.72 FEET TO THE POINT OF TERMINATION, HAVING A NORTHING OF 1,038,376.33 AND AN EASTING OF 929,035.69 NAD83/11, SAID POINT BEING 707.91 FEET DISTANT FROM CGS CONCRETE MONUMENT P 236 HAVING A NORTHING OF 1,037,668.97 AND EASTING OF 929,007.94 NAD83/11 ALONG A BEARING OF N 02° 14' 47" E.

NOTE:
BEARINGS ARE BASED UPON A LINE FROM CGS CONCRETE MONUMENT REFUGE 2 TO CGS CONCRETE MONUMENT P 236, AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, HAVING A BEARING OF S 18° 27' 18" E.

Morgan & Eklund Inc.
PROFESSIONAL SURVEY CONSULTANTS
4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3165
LB #4298

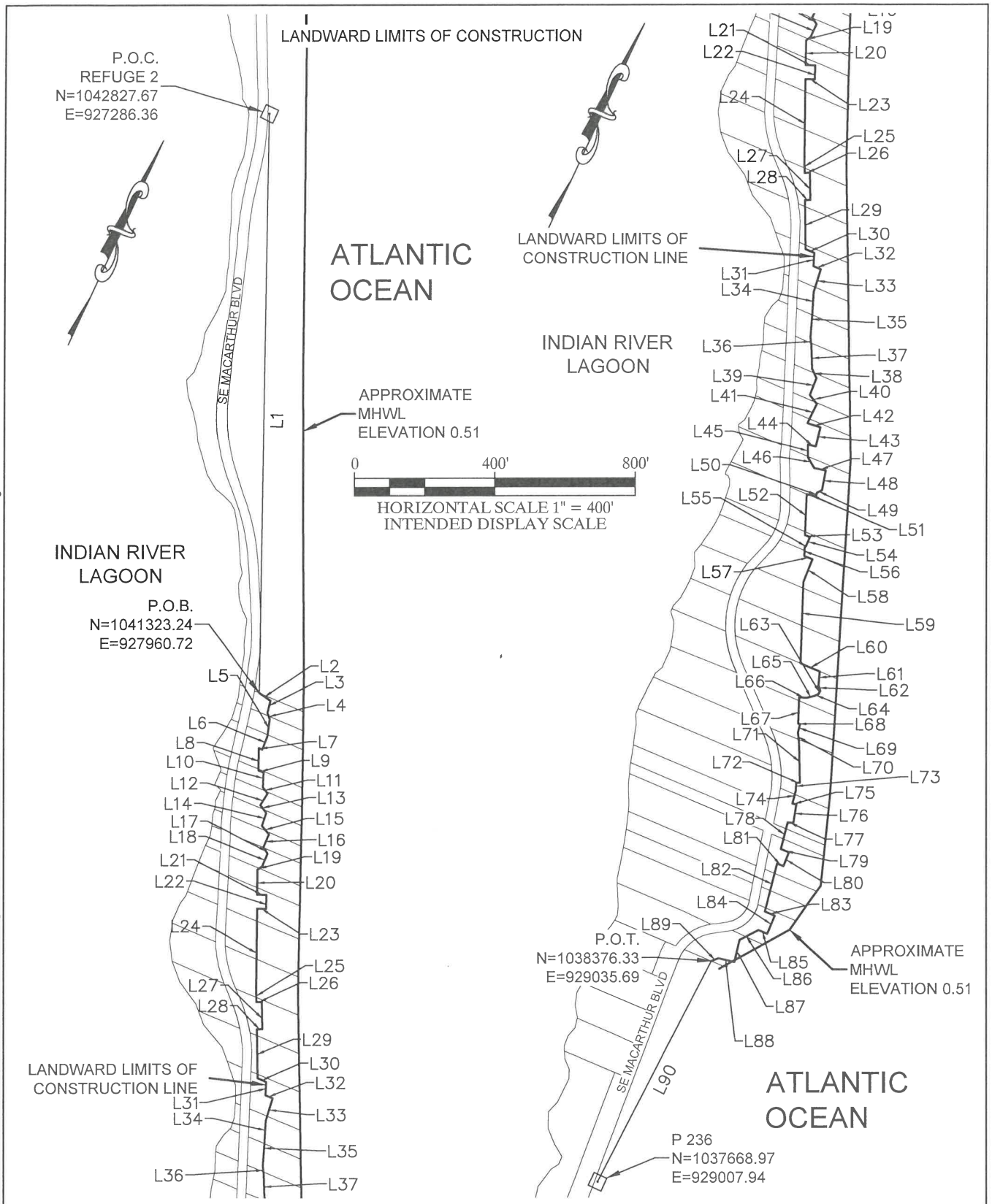
SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00360-4

COMMISSION NO.	SCALE	DATE
35762-8	–	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	3 OF 5

C:\ACAD TEMP\AcPublish_24224\35762-8 SOUTH.dwg, 05-38-42-001-000-00360-4 DESC, lou Wed, 28 Aug 2024 - 11:13am

EXHIBIT A



Morgan & Eklund Inc.

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SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00360-4

COMMISSION NO.	SCALE	DATE
35762-8	1" = 400'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	4 OF 5

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EXHIBIT A

Line Table		
Line #	Direction	Length
L1	S24°08'39"E	1648.66'
L2	S80°25'59"E	39.29'
L3	S11°12'31"E	35.45'
L4	S45°25'23"E	19.06'
L5	S17°00'06"E	49.75'
L6	S3°00'03"E	40.31'
L7	S86°59'57"W	10.82'
L8	S24°27'11"E	63.80'
L9	N88°12'26"E	15.57'
L10	S22°53'36"E	41.90'
L11	S62°01'36"E	22.75'
L12	S8°19'01"W	38.58'
L13	S62°44'04"E	28.53'
L14	S6°20'30"E	39.29'
L15	S65°51'47"E	31.35'
L16	S1°31'49"E	39.69'
L17	S56°50'28"E	22.43'
L18	S0°50'51"E	39.21'
L19	S27°17'55"W	16.90'
L20	S24°27'11"E	70.53'
L21	N65°52'21"E	26.78'
L22	S24°07'39"E	39.85'
L23	S65°52'21"W	26.56'
L24	S24°27'11"E	227.94'
L25	S25°49'17"E	38.38'
L26	N64°10'43"E	15.46'
L27	S25°49'17"E	77.46'
L28	S64°10'43"W	15.46'
L29	S25°49'17"E	139.73'
L30	N88°12'27"E	26.93'
L31	S22°27'11"E	38.05'
L32	N88°11'21"E	21.99'
L33	S7°56'47"E	67.49'

Line Table		
Line #	Direction	Length
L34	S21°49'18"E	68.04'
L35	S20°43'21"E	61.24'
L36	S30°42'54"E	24.10'
L37	S26°59'14"E	64.96'
L38	S48°14'19"E	29.41'
L39	S5°00'27"E	51.10'
L40	S61°11'04"E	31.89'
L41	S0°04'16"W	60.54'
L42	N82°41'08"E	37.71'
L43	S12°01'46"E	55.75'
L44	S77°58'14"W	23.14'
L45	S25°49'17"E	35.55'
L46	S54°11'31"E	36.43'
L47	N76°21'27"E	32.96'
L48	S13°38'33"E	56.81'
L49	S35°30'42"W	16.03'
L50	S10°04'50"E	9.99'
L51	S77°56'35"W	26.85'
L52	S22°56'33"E	116.59'
L53	N87°18'28"E	14.81'
L54	S2°41'32"E	28.74'
L55	S87°18'28"W	4.21'
L56	S22°56'33"E	29.21'
L57	N86°46'56"E	25.23'
L58	S3°13'04"E	70.37'
L59	S22°56'33"E	230.89'
L60	N88°12'26"E	59.30'
L61	S19°31'11"E	40.49'
L62	S43°31'43"E	15.97'
L63	S1°17'41"W	10.62'
L64	S40°58'46"W	13.31'
L65	S51°59'30"W	19.33'
L66	S66°40'18"W	23.52'

Line Table		
Line #	Direction	Length
L67	S22°56'33"E	74.88'
L68	N78°57'05"E	5.20'
L69	S11°02'55"E	24.71'
L70	S31°01'25"E	32.92'
L71	S26°06'49"E	110.67'
L72	S63°53'11"W	10.77'
L73	S22°56'33"E	21.16'
L74	S10°35'40"E	39.12'
L75	N74°27'29"E	11.21'
L76	S15°32'31"E	54.64'
L77	S74°27'29"W	15.94'
L78	S10°35'40"E	78.74'
L79	N87°05'19"E	24.94'
L80	S2°54'41"E	42.13'
L81	S87°05'19"W	19.25'
L82	S10°35'40"E	141.29'
L83	N88°06'13"E	31.18'
L84	S1°53'47"E	55.90'
L85	S88°06'13"W	27.58'
L86	S37°17'13"W	60.00'
L87	S11°44'42"E	64.62'
L88	S78°15'18"W	46.79'
L89	S44°28'12"W	21.72'
L90	N2°14'47"E	707.91'

NOTE:
BEARINGS ARE BASED UPON A LINE FROM CGS CONCRETE MONUMENT REFUGE 2 TO CGS CONCRETE MONUMENT P 236, AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, HAVING A BEARING OF S 18° 27' 18" E.

Morgan & Eklund Inc.
PROFESSIONAL SURVEY CONSULTANTS
4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3165
LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00360-4

COMMISSION NO.	SCALE	DATE
35762-8	–	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	5 OF 5

C:\ACAD TEMP\AcPublish_24224\35762-8 SOUTH.dwg, 05-38-42-001-000-00360-4 LT, lou Wed, 28 Aug 2024 - 11:13am

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

Project Name: MacArthur Blvd Dune and Beach Project
Project No: RPM # 4064
PCN: 05-38-42-001-000-00490-7

SPACE ABOVE THIS LINE FOR RECORDING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

PERPETUAL EASEMENT

THIS EASEMENT granted and executed this 15 day of November, 2024, by **ALIRE, LTD., a Florida limited partnership**, whose address is 1600 SE 8th Street, Fort Lauderdale, Florida 33316, Grantor, to **MARTIN COUNTY, a political subdivision of the State of Florida**, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of $1.00 in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an assignable easement and right-of-way, in on, over, and across the hereinafter described land for use by Martin County, its representatives, agents, contractors, and assigns, to nourish, renourish, protect, operate, and maintain a public beach thereon, including the right to provide use by the public, to deposit sand, to accomplish any alterations or contours on said land; to construct dunes and berms; to erect protective silt screens and fences and to perform any other work necessary and incident to the construction and maintenance of the Martin County Dune Protection Project, together with the continuing right to clear and remove any brush, debris, vegetation, structures, and obstructions which, in the opinion of the representatives of Martin County, may be detrimental to the project; and further excepting and reserving to the landowner the right to construct a wooden walkway access structure across said easement, provided that the manner of construction and location of the walkway is first approved in writing by the representatives of Martin County and reserving to the landowner all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easements hereby acquired, provided that no excavation shall be conducted and no landfill placed on the land except as provided above. The easement is taken subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

Accepted pursuant to
Resolution No. _____

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

See Exhibit "A" attached hereto and made a part hereof (the "Easement Premises").

PROVIDED that no part of the foregoing shall be construed as in any manner creating or approving public use of dune areas currently protected by Section 33-72 of the Martin County Code. Said limitation on this easement shall be constructed to protect the property rights of the Grantor and shall remain in effect notwithstanding any future amendment of said ordinance.

Grantor acknowledges that Grantor is the lawful owner of and has good and marketable legal title to the Easement Property; that Grantor has the full right, power and authority to grant this easement to Grantee, and the full right, power and authority to grant this easement to Grantee, and all other rights granted hereunder; and that Grantor agrees that in the event that another party attempts to and/or does set aside this easement based on a superior right in the Easement Property, or commit any act which would in any way nullify or interfere with the rights granted hereunder, that Grantor will take all such steps as shall be necessary and appropriate to secure to Grantee the rights and interest secured hereunder. Grantor further warrants that there are no mortgages encumbering the Easement Premises.

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

Signed, sealed and delivered
in the presence of:

WITNESSES:

Printed Name: Myriam Ganoza
Address: 757 SE 17th St
Fort Lauderdale, FL 33316

Printed Name: Xin Mo
Address: 757 SE 17th St
Fort Lauderdale, FL 33316

ALIRE, LTD., a Florida limited partnership

By: _____
Printed Name: IRENE CASARETTO
Title: President

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 15 day of November, 2024, by IRENE CASARETTO, as President of ALIRE, LTD., on behalf of said entity (X) by means of physical presence or ( ) online notarization, who ( ) is personally known to me or (X) has produced FL Drivers License as identification.

(NOTARY SEAL)
MYRIAM GANOZA
MY COMMISSION # HH 518067
EXPIRES: May 4, 2028

Notary Public, State of Florida
Print Name: Myriam Ganoza
My Commission Expires: 05/04/2028

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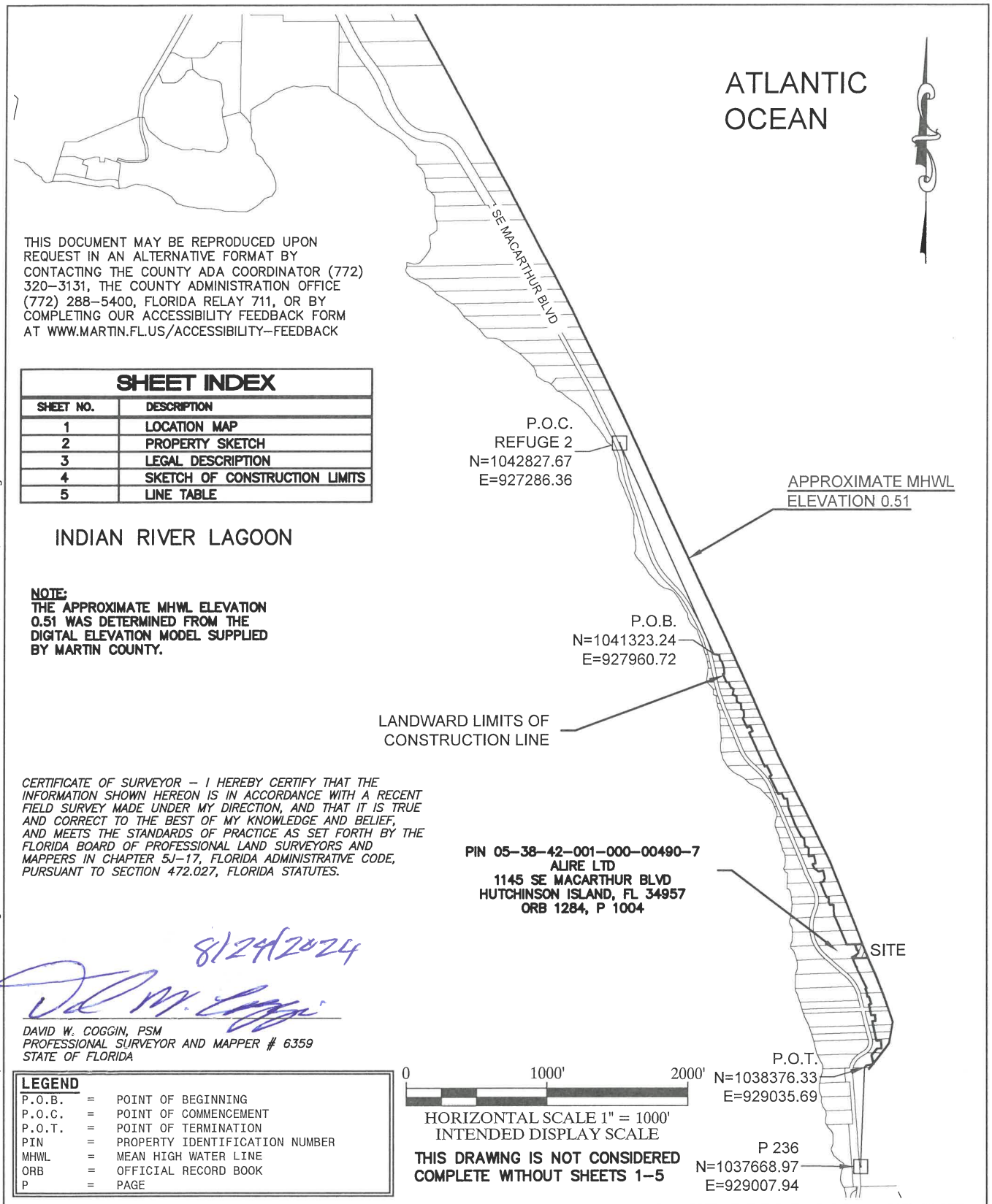
EXHIBIT A



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SHEET INDEX

SHEET NO.	DESCRIPTION
1	LOCATION MAP
2	PROPERTY SKETCH
3	LEGAL DESCRIPTION
4	SKETCH OF CONSTRUCTION LIMITS
5	LINE TABLE

INDIAN RIVER LAGOON

NOTE:
THE APPROXIMATE MHWL ELEVATION 0.51 WAS DETERMINED FROM THE DIGITAL ELEVATION MODEL SUPPLIED BY MARTIN COUNTY.

CERTIFICATE OF SURVEYOR – I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS IN ACCORDANCE WITH A RECENT FIELD SURVEY MADE UNDER MY DIRECTION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

8/28/2024

DAVID W. COGGIN, PSM
PROFESSIONAL SURVEYOR AND MAPPER # 6359
STATE OF FLORIDA

LEGEND

P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.O.T.	=	POINT OF TERMINATION
PIN	=	PROPERTY IDENTIFICATION NUMBER
MHWL	=	MEAN HIGH WATER LINE
ORB	=	OFFICIAL RECORD BOOK
P	=	PAGE

THIS DRAWING IS NOT CONSIDERED COMPLETE WITHOUT SHEETS 1-5

Morgan & Eklund Inc.
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PHONE: (772) 388-5364
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LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00490-7

COMMISSION NO.	SCALE	DATE
35762-8	1" = 1000'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	1 OF 5

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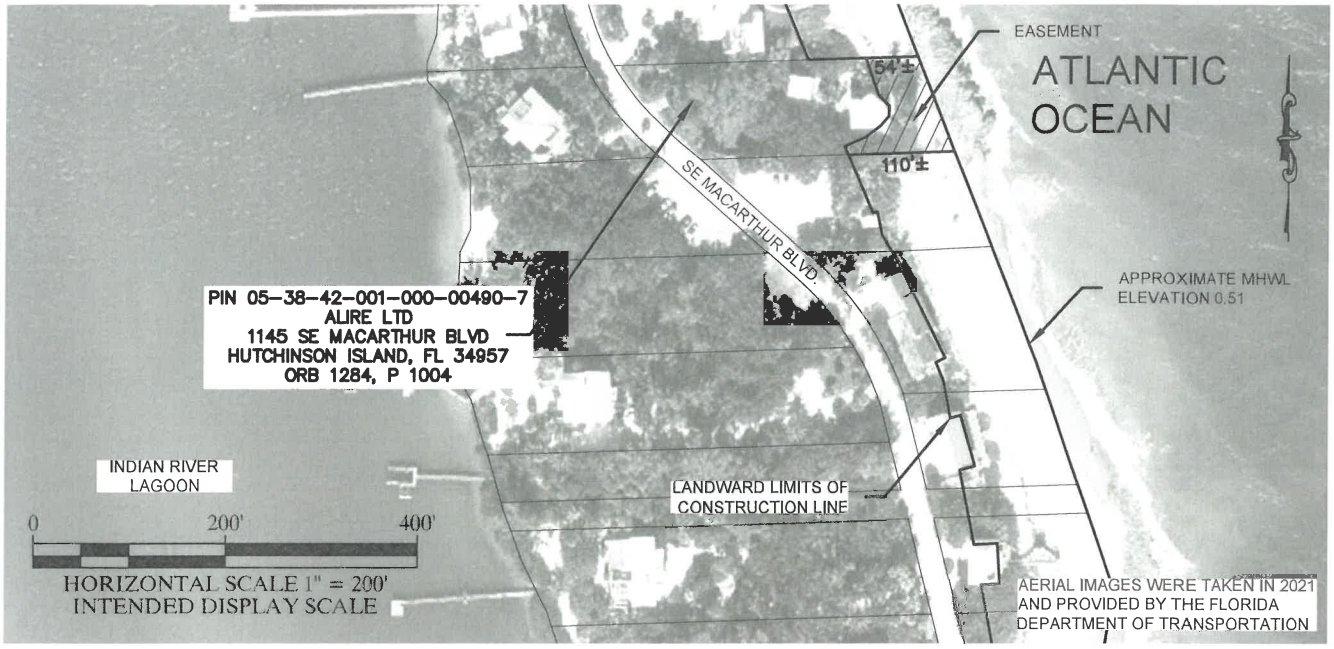
EXHIBIT A



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35762-8	1" = 200'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	2 OF 5

EXHIBIT A

DESCRIPTION OF CONSTRUCTION EASEMENT:

THAT PORTION OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1284, PAGE 1004 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, LYING EASTERLY OF THE LIMITS OF CONSTRUCTION LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CGS CONCRETE MONUMENT REFUGE 2, HAVING COORDINATES OF NORTHING OF 1,042,827.67 AND EASTING OF 927,286.36 AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT (NAD83/11), PROCEED S 24° 08' 39" E FOR A DISTANCE OF 1648.66 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY LIMITS OF CONSTRUCTION LINE, HAVING A NORTHING OF 1,041,323.24 AND AN EASTING OF 927,960.72 NAD83/11; THENCE ALONG THE LIMITS OF CONSTRUCTION LINE S 80° 25' 59" E FOR A DISTANCE OF 39.29 FEET TO A POINT; THENCE S 11° 12' 31" E FOR A DISTANCE OF 35.45 FEET TO A POINT; THENCE S 45° 25' 23" E FOR A DISTANCE OF 19.06 FEET TO A POINT; THENCE S 17° 00' 06" E FOR A DISTANCE OF 49.75 FEET TO A POINT; THENCE S 03° 00' 03" E FOR A DISTANCE OF 40.31 FEET TO A POINT; THENCE S 86° 59' 57" W FOR A DISTANCE OF 10.82 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 63.80 FEET TO A POINT; THENCE N 88° 12' 26" E FOR A DISTANCE OF 15.57 FEET TO A POINT; THENCE S 22° 53' 36" E FOR A DISTANCE OF 41.90 FEET TO A POINT; THENCE S 62° 01' 36" E FOR A DISTANCE OF 22.75 FEET TO A POINT; THENCE S 08° 19' 01" W FOR A DISTANCE OF 38.58 FEET TO A POINT; THENCE S 62° 44' 04" E FOR A DISTANCE OF 28.53 FEET TO A POINT; THENCE S 06° 20' 30" E FOR A DISTANCE OF 39.29 FEET TO A POINT; THENCE S 65° 51' 47" E FOR A DISTANCE OF 31.35 FEET TO A POINT; THENCE S 01° 31' 49" E FOR A DISTANCE OF 39.69 FEET TO A POINT; THENCE S 56° 50' 28" E FOR A DISTANCE OF 22.43 FEET TO A POINT; THENCE S 00° 50' 51" E FOR A DISTANCE OF 39.21 FEET TO A POINT; THENCE S 27° 17' 55" W FOR A DISTANCE OF 16.90 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 70.53 FEET TO A POINT; THENCE N 65° 52' 21" E FOR A DISTANCE OF 26.78 FEET TO A POINT; THENCE S 24° 07' 39" E FOR A DISTANCE OF 39.85 FEET TO A POINT; THENCE S 65° 52' 21" W FOR A DISTANCE OF 26.56 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 227.94 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 38.38 FEET TO A POINT; THENCE N 64° 10' 43" E FOR A DISTANCE OF 15.46 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 77.46 FEET TO A POINT; THENCE S 64° 10' 43" W FOR A DISTANCE OF 15.46 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 139.73 FEET TO A POINT; THENCE N 88° 12' 27" E FOR A DISTANCE OF 26.93 FEET TO A POINT; THENCE S 22° 27' 11" E FOR A DISTANCE OF 38.05 FEET TO A POINT; THENCE N 88° 11' 21" E FOR A DISTANCE OF 21.99 FEET TO A POINT; THENCE S 07° 56' 47" E FOR A DISTANCE OF 67.49 FEET TO A POINT; THENCE S 21° 49' 18" E FOR A DISTANCE OF 68.04 FEET TO A POINT; THENCE S 20° 43' 21" E FOR A DISTANCE OF 61.24 FEET TO A POINT; THENCE S 30° 42' 54" E FOR A DISTANCE OF 24.10 FEET TO A POINT; THENCE S 26° 59' 14" E FOR A DISTANCE OF 64.96 FEET TO A POINT; THENCE S 48° 14' 19" E FOR A DISTANCE OF 29.41 FEET TO A POINT; THENCE S 05° 00' 27" E FOR A DISTANCE OF 51.10 FEET TO A POINT; THENCE S 61° 11' 04" E FOR A DISTANCE OF 31.89 FEET TO A POINT; THENCE S 00° 04' 16" W FOR A DISTANCE OF 60.54 FEET TO A POINT; THENCE N 82° 41' 08" E FOR A DISTANCE OF 37.71 FEET TO A POINT; THENCE S 12° 01' 46" E FOR A DISTANCE OF 55.75 FEET TO A POINT; THENCE S 77° 58' 14" W FOR A DISTANCE OF 23.14 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 35.55 FEET TO A POINT; THENCE S 54° 11' 31" E FOR A DISTANCE OF 36.43 FEET TO A POINT; THENCE N 76° 21' 27" E FOR A DISTANCE OF 32.96 FEET TO A POINT; THENCE S 13° 38' 33" E FOR A DISTANCE OF 56.81 FEET TO A POINT; THENCE S 35° 30' 42" W FOR A DISTANCE OF 16.03 FEET TO A POINT; THENCE S 10° 04' 50" E FOR A DISTANCE OF 9.99 FEET TO A POINT; THENCE S 77° 56' 35" W FOR A DISTANCE OF 26.85 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 116.59 FEET TO A POINT; THENCE N 87° 18' 28" E FOR A DISTANCE OF 14.81 FEET TO A POINT; THENCE S 02° 41' 32" E FOR A DISTANCE OF 28.74 FEET TO A POINT; THENCE S 87° 18' 28" W FOR A DISTANCE OF 4.21 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 29.21 FEET TO A POINT; THENCE N 86° 46' 56" E FOR A DISTANCE OF 25.23 FEET TO A POINT; THENCE S 03° 13' 04" E FOR A DISTANCE OF 70.37 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 230.89 FEET TO A POINT; THENCE N 88° 12' 26" E FOR A DISTANCE OF 59.30 FEET TO A POINT; THENCE S 19° 31' 11" E FOR A DISTANCE OF 40.49 FEET TO A POINT; THENCE S 43° 31' 43" E FOR A DISTANCE OF 15.97 FEET TO A POINT; THENCE S 01° 17' 41" W FOR A DISTANCE OF 10.62 FEET TO A POINT; THENCE S 40° 58' 46" W FOR A DISTANCE OF 13.31 FEET TO A POINT; THENCE S 51° 59' 30" W FOR A DISTANCE OF 19.33 FEET TO A POINT; THENCE S 66° 40' 18" W FOR A DISTANCE OF 23.52 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 74.88 FEET TO A POINT; THENCE N 78° 57' 05" E FOR A DISTANCE OF 5.20 FEET TO A POINT; THENCE S 11° 02' 55" E FOR A DISTANCE OF 24.71 FEET TO A POINT; THENCE S 31° 01' 25" E FOR A DISTANCE OF 32.92 FEET TO A POINT; THENCE S 26° 06' 49" E FOR A DISTANCE OF 110.67 FEET TO A POINT; THENCE S 63° 53' 11" W FOR A DISTANCE OF 10.77 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 21.16 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 39.12 FEET TO A POINT; THENCE N 74° 27' 29" E FOR A DISTANCE OF 11.21 FEET TO A POINT; THENCE S 15° 32' 31" E FOR A DISTANCE OF 54.64 FEET TO A POINT; THENCE S 74° 27' 29" W FOR A DISTANCE OF 15.94 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 78.74 FEET TO A POINT; THENCE N 87° 05' 19" E FOR A DISTANCE OF 24.94 FEET TO A POINT; THENCE S 02° 54' 41" E FOR A DISTANCE OF 42.13 FEET TO A POINT; THENCE S 87° 05' 19" W FOR A DISTANCE OF 19.25 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 141.29 FEET TO A POINT; THENCE N 88° 06' 13" E FOR A DISTANCE OF 31.18 FEET TO A POINT; THENCE S 01° 53' 47" E FOR A DISTANCE OF 55.90 FEET TO A POINT; THENCE S 88° 06' 13" W FOR A DISTANCE OF 27.58 FEET TO A POINT; THENCE S 37° 17' 13" W FOR A DISTANCE OF 60.00 FEET TO A POINT; THENCE S 11° 44' 42" E FOR A DISTANCE OF 64.62 FEET TO A POINT; THENCE S 78° 15' 18" W FOR A DISTANCE OF 46.79 FEET TO A POINT; THENCE S 44° 28' 12" W FOR A DISTANCE OF 21.72 FEET TO THE POINT OF TERMINATION, HAVING A NORTHING OF 1,038,376.33 AND AN EASTING OF 929,035.69 NAD83/11, SAID POINT BEING 707.91 FEET DISTANT FROM CGS CONCRETE MONUMENT P 236 HAVING A NORTHING OF 1,037,668.97 AND EASTING OF 929,007.94 NAD83/11 ALONG A BEARING OF N 02° 14' 47" E.

NOTE:
BEARINGS ARE BASED UPON A LINE FROM CGS CONCRETE MONUMENT REFUGE 2 TO CGS CONCRETE MONUMENT P 236, AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, HAVING A BEARING OF S 18° 27' 18" E.

Morgan & Eklund Inc.
PROFESSIONAL SURVEY CONSULTANTS
4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3165
LB #4298

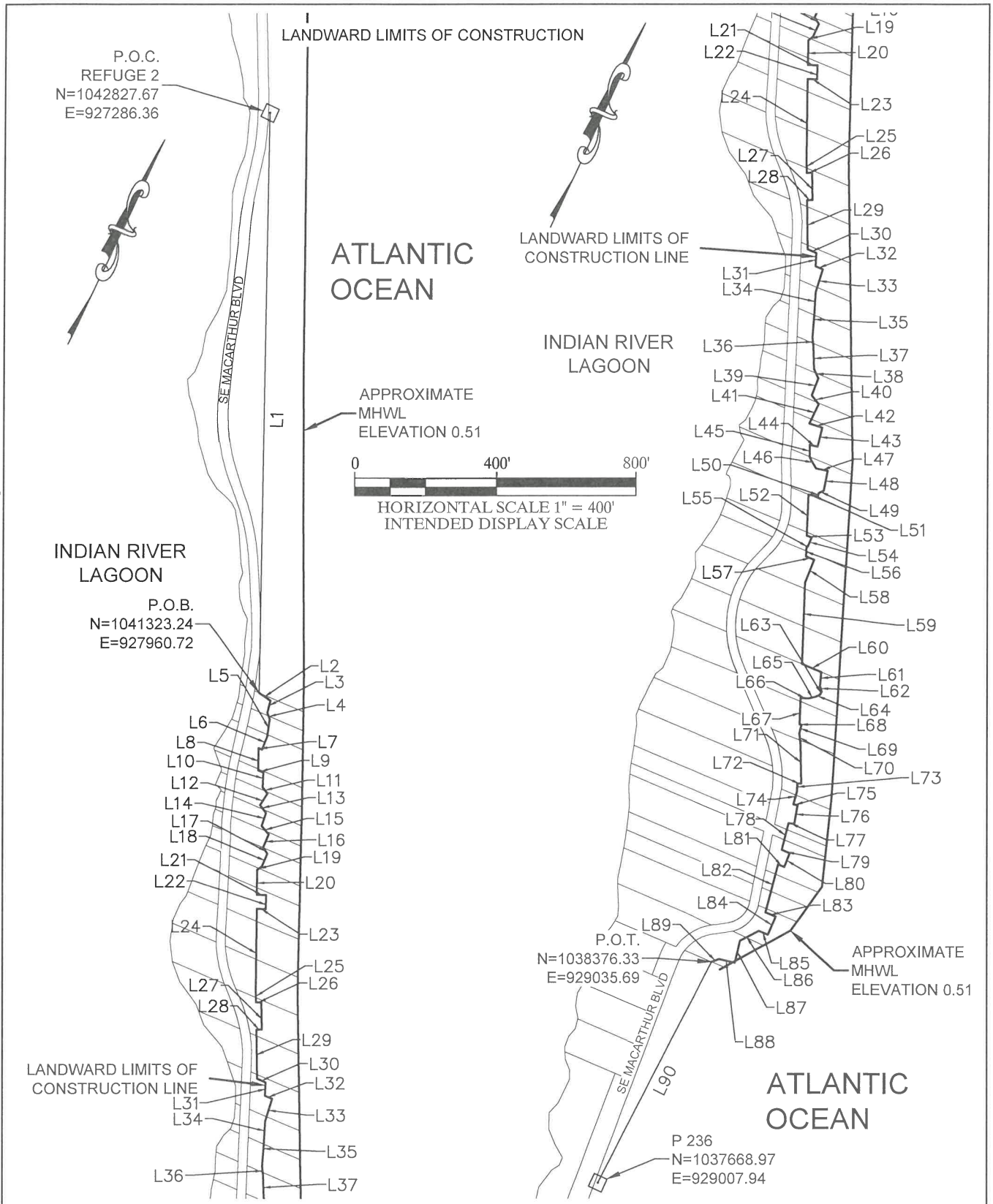
SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00490-7

COMMISSION NO.	SCALE	DATE
35762-8	—	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	3 OF 5

C:\ACAD TEMP\AcPublish_24224\35762-8 SOUTH.dwg, 05-38-42-001-000-00490-7 DESC, lou Wed, 28 Aug 2024 - 11:14am

EXHIBIT A



Morgan & Eklund Inc.

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SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00490-7

COMMISSION NO.	SCALE	DATE
35762-8	1" = 400'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	4 OF 5

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EXHIBIT A

Line Table		
Line #	Direction	Length
L1	S24°08'39"E	1648.66'
L2	S80°25'59"E	39.29'
L3	S11°12'31"E	35.45'
L4	S45°25'23"E	19.06'
L5	S17°00'06"E	49.75'
L6	S3°00'03"E	40.31'
L7	S86°59'57"W	10.82'
L8	S24°27'11"E	63.80'
L9	N88°12'26"E	15.57'
L10	S22°53'36"E	41.90'
L11	S62°01'36"E	22.75'
L12	S8°19'01"W	38.58'
L13	S62°44'04"E	28.53'
L14	S6°20'30"E	39.29'
L15	S65°51'47"E	31.35'
L16	S1°31'49"E	39.69'
L17	S56°50'28"E	22.43'
L18	S0°50'51"E	39.21'
L19	S27°17'55"W	16.90'
L20	S24°27'11"E	70.53'
L21	N65°52'21"E	26.78'
L22	S24°07'39"E	39.85'
L23	S65°52'21"W	26.56'
L24	S24°27'11"E	227.94'
L25	S25°49'17"E	38.38'
L26	N64°10'43"E	15.46'
L27	S25°49'17"E	77.46'
L28	S64°10'43"W	15.46'
L29	S25°49'17"E	139.73'
L30	N88°12'27"E	26.93'
L31	S22°27'11"E	38.05'
L32	N88°11'21"E	21.99'
L33	S7°56'47"E	67.49'

Line Table		
Line #	Direction	Length
L34	S21°49'18"E	68.04'
L35	S20°43'21"E	61.24'
L36	S30°42'54"E	24.10'
L37	S26°59'14"E	64.96'
L38	S48°14'19"E	29.41'
L39	S5°00'27"E	51.10'
L40	S61°11'04"E	31.89'
L41	S0°04'16"W	60.54'
L42	N82°41'08"E	37.71'
L43	S12°01'46"E	55.75'
L44	S77°58'14"W	23.14'
L45	S25°49'17"E	35.55'
L46	S54°11'31"E	36.43'
L47	N76°21'27"E	32.96'
L48	S13°38'33"E	56.81'
L49	S35°30'42"W	16.03'
L50	S10°04'50"E	9.99'
L51	S77°56'35"W	26.85'
L52	S22°56'33"E	116.59'
L53	N87°18'28"E	14.81'
L54	S2°41'32"E	28.74'
L55	S87°18'28"W	4.21'
L56	S22°56'33"E	29.21'
L57	N86°46'56"E	25.23'
L58	S3°13'04"E	70.37'
L59	S22°56'33"E	230.89'
L60	N88°12'26"E	59.30'
L61	S19°31'11"E	40.49'
L62	S43°31'43"E	15.97'
L63	S1°17'41"W	10.62'
L64	S40°58'46"W	13.31'
L65	S51°59'30"W	19.33'
L66	S66°40'18"W	23.52'

Line Table		
Line #	Direction	Length
L67	S22°56'33"E	74.88'
L68	N78°57'05"E	5.20'
L69	S11°02'55"E	24.71'
L70	S31°01'25"E	32.92'
L71	S26°06'49"E	110.67'
L72	S63°53'11"W	10.77'
L73	S22°56'33"E	21.16'
L74	S10°35'40"E	39.12'
L75	N74°27'29"E	11.21'
L76	S15°32'31"E	54.64'
L77	S74°27'29"W	15.94'
L78	S10°35'40"E	78.74'
L79	N87°05'19"E	24.94'
L80	S2°54'41"E	42.13'
L81	S87°05'19"W	19.25'
L82	S10°35'40"E	141.29'
L83	N88°06'13"E	31.18'
L84	S1°53'47"E	55.90'
L85	S88°06'13"W	27.58'
L86	S37°17'13"W	60.00'
L87	S11°44'42"E	64.62'
L88	S78°15'18"W	46.79'
L89	S44°28'12"W	21.72'
L90	N2°14'47"E	707.91'

NOTE:
BEARINGS ARE BASED UPON A LINE FROM CGS CONCRETE MONUMENT REFUGE 2 TO CGS CONCRETE MONUMENT P 236, AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, HAVING A BEARING OF S 18° 27' 18" E.

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PHONE: (772) 388-5364
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LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00490-7

COMMISSION NO.	SCALE	DATE	DRAWN BY	CHECKED BY	FIELD BOOK	PAGE NO.	DATE OF SURVEY	SHEET
35762-8	—	8/28/24	LFP	DWC	N/A	N/A	N/A	5 OF 5

C:\ACAD TEMP\AcPublish_24224\35762-8 SOUTH.dwg, 05-38-42-001-000-00490-7 LT, lou Wed, 28 Aug 2024 - 11:14am

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

Project Name: MacArthur Blvd Dune and Beach Project
Project No: RPM # 4065
PCN: 05-38-42-001-000-00531-8

SPACE ABOVE THIS LINE FOR RECORDING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

PERPETUAL EASEMENT

THIS EASEMENT granted and executed this 7 day of Oct., 2024, by **LIANNE M. MAXSON, Trustee of the Lianne M. Maxson Declaration of Trust Agreement dated September 11, 1997**, whose address is 1259 SE MacArthur Boulevard, Stuart, Florida 34996, Grantor, to **MARTIN COUNTY, a political subdivision of the State of Florida**, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of $1.00 in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an assignable easement and right-of-way, in on, over, and across the hereinafter described land for use by Martin County, its representatives, agents, contractors, and assigns, to nourish, renourish, protect, operate, and maintain a public beach thereon, including the right to provide use by the public, to deposit sand, to accomplish any alterations or contours on said land; to construct dunes and berms; to erect protective silt screens and fences and to perform any other work necessary and incident to the construction and maintenance of the Martin County Dune Protection Project, together with the continuing right to clear and remove any brush, debris, vegetation, structures, and obstructions which, in the opinion of the representatives of Martin County, may be detrimental to the project; and further excepting and reserving to the landowner the right to construct a wooden walkway access structure across said easement, provided that the manner of construction and location of the walkway is first approved in writing by the representatives of Martin County and reserving to the landowner all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easements hereby acquired, provided that no excavation shall be conducted and no landfill placed on the land except as provided above. The easement is taken subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

Accepted pursuant to
Resolution No. _____

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See Exhibit "A" attached hereto and made a part hereof (the "Easement Premises").

PROVIDED that no part of the foregoing shall be construed as in any manner creating or approving public use of dune areas currently protected by Section 33-72 of the Martin County Code. Said limitation on this easement shall be constructed to protect the property rights of the Grantor and shall remain in effect notwithstanding any future amendment of said ordinance.

Grantor acknowledges that Grantor is the lawful owner of and has good and marketable legal title to the Easement Property; that Grantor has the full right, power and authority to grant this easement to Grantee, and the full right, power and authority to grant this easement to Grantee, and all other rights granted hereunder; and that Grantor agrees that in the event that another party attempts to and/or does set aside this easement based on a superior right in the Easement Property, or commit any act which would in any way nullify or interfere with the rights granted hereunder, that Grantor will take all such steps as shall be necessary and appropriate to secure to Grantee the rights and interest secured hereunder. Grantor further warrants that there are no mortgages encumbering the Easement Premises.

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

Signed, sealed and delivered
in the presence of:

WITNESSES:

LIANNE M. MAXSON DECLARATION OF TRUST AGREEMENT

Gina C Jordan
Printed Name: Gina C Jordan
Address: 301 SE Ocean Blvd
Stuart FL 34994

By: Lianne M Maxson TTE
LIANNE M. MAXSON, Trustee

Amanda Holmes
Printed Name: Amanda Holmes
Address: 301 SE Ocean Blvd.
Stuart FL 34994

STATE OF FL
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 7 day of Oct, 2024, by LIANNE M. MAXSON, Trustee of the Lianne M. Maxson Declaration of Trust Agreement (✓) by means of physical presence or ( ) online notarization, who ( ) is personally known to me or (✓) has produced FL DR. LIC as identification.

(NOTARY SEAL)

GINA C JORDAN
Notary Public - State of Florida
Commission # HH 332164
My Comm. Expires Nov 15, 2026

Gina C Jordan
Notary Public, State of FL
Print Name: Gina C Jordan
My Commission Expires: NOV. 15, 2026

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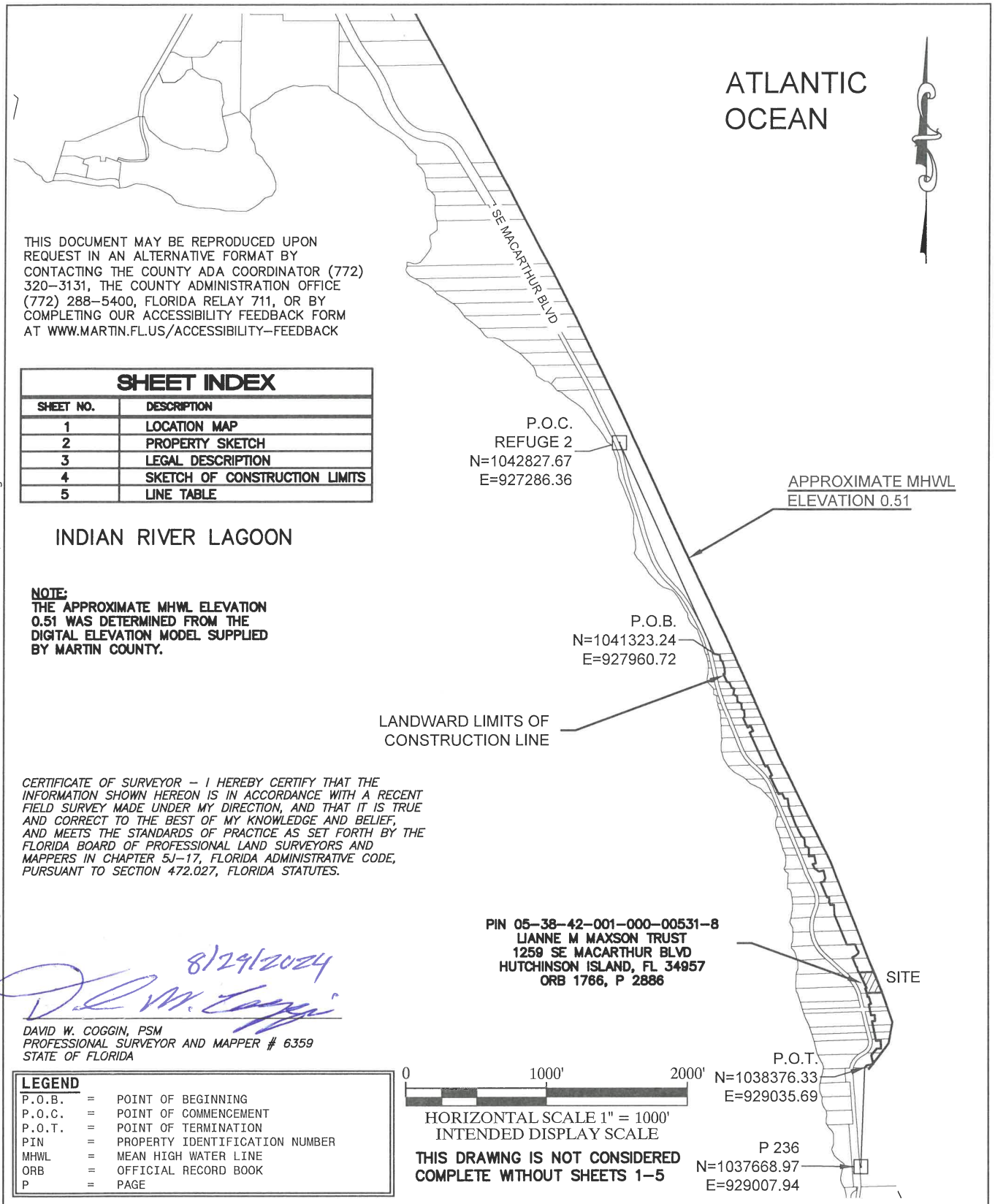
EXHIBIT A



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SHEET INDEX

SHEET NO.	DESCRIPTION
1	LOCATION MAP
2	PROPERTY SKETCH
3	LEGAL DESCRIPTION
4	SKETCH OF CONSTRUCTION LIMITS
5	LINE TABLE

NOTE:
THE APPROXIMATE MHWL ELEVATION 0.51 WAS DETERMINED FROM THE DIGITAL ELEVATION MODEL SUPPLIED BY MARTIN COUNTY.

CERTIFICATE OF SURVEYOR – I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS IN ACCORDANCE WITH A RECENT FIELD SURVEY MADE UNDER MY DIRECTION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

8/29/2024

DAVID W. COGGIN, PSM
PROFESSIONAL SURVEYOR AND MAPPER # 6359
STATE OF FLORIDA

LEGEND

P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.O.T.	=	POINT OF TERMINATION
PIN	=	PROPERTY IDENTIFICATION NUMBER
MHWL	=	MEAN HIGH WATER LINE
ORB	=	OFFICIAL RECORD BOOK
P	=	PAGE

0 1000' 2000'
HORIZONTAL SCALE 1" = 1000'
INTENDED DISPLAY SCALE

THIS DRAWING IS NOT CONSIDERED COMPLETE WITHOUT SHEETS 1-5

Morgan & Eklund Inc.
PROFESSIONAL SURVEY CONSULTANTS
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PHONE: (772) 388-5364
FAX: (772) 388-3165
LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00531-8

COMMISSION NO.	SCALE	DATE
35762-8	1" = 1000'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	1 OF 5

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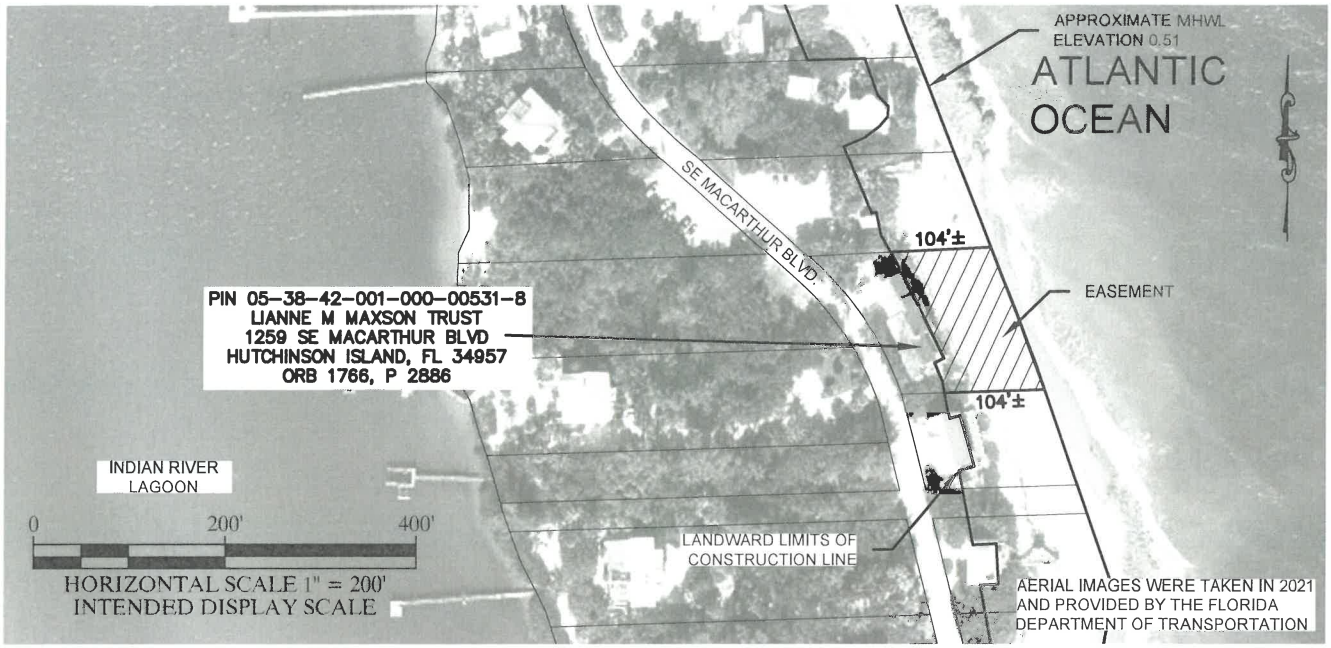
EXHIBIT A



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COMMISSION NO.	SCALE	DATE
35762-8	1" = 200'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	2 OF 5

EXHIBIT A

DESCRIPTION OF CONSTRUCTION EASEMENT:

THAT PORTION OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1766, PAGE 2886 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, LYING EASTERLY OF THE LIMITS OF CONSTRUCTION LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CGS CONCRETE MONUMENT REFUGE 2, HAVING COORDINATES OF NORTHING OF 1,042,827.67 AND EASTING OF 927,286.36 AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT (NAD83/11), PROCEED S 24° 08' 39" E FOR A DISTANCE OF 1648.66 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY LIMITS OF CONSTRUCTION LINE, HAVING A NORTHING OF 1,041,323.24 AND AN EASTING OF 927,960.72 NAD83/11; THENCE ALONG THE LIMITS OF CONSTRUCTION LINE S 80° 25' 59" E FOR A DISTANCE OF 39.29 FEET TO A POINT; THENCE S 11° 12' 31" E FOR A DISTANCE OF 35.45 FEET TO A POINT; THENCE S 45° 25' 23" E FOR A DISTANCE OF 19.06 FEET TO A POINT; THENCE S 17° 00' 06" E FOR A DISTANCE OF 49.75 FEET TO A POINT; THENCE S 03° 00' 03" E FOR A DISTANCE OF 40.31 FEET TO A POINT; THENCE S 86° 59' 57" W FOR A DISTANCE OF 10.82 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 63.80 FEET TO A POINT; THENCE N 88° 12' 26" E FOR A DISTANCE OF 15.57 FEET TO A POINT; THENCE S 22° 53' 36" E FOR A DISTANCE OF 41.90 FEET TO A POINT; THENCE S 62° 01' 36" E FOR A DISTANCE OF 22.75 FEET TO A POINT; THENCE S 08° 19' 01" W FOR A DISTANCE OF 38.58 FEET TO A POINT; THENCE S 62° 44' 04" E FOR A DISTANCE OF 28.53 FEET TO A POINT; THENCE S 06° 20' 30" E FOR A DISTANCE OF 39.29 FEET TO A POINT; THENCE S 65° 51' 47" E FOR A DISTANCE OF 31.35 FEET TO A POINT; THENCE S 01° 31' 49" E FOR A DISTANCE OF 39.69 FEET TO A POINT; THENCE S 56° 50' 28" E FOR A DISTANCE OF 22.43 FEET TO A POINT; THENCE S 00° 50' 51" E FOR A DISTANCE OF 39.21 FEET TO A POINT; THENCE S 27° 17' 55" W FOR A DISTANCE OF 16.90 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 70.53 FEET TO A POINT; THENCE N 65° 52' 21" E FOR A DISTANCE OF 26.78 FEET TO A POINT; THENCE S 24° 07' 39" E FOR A DISTANCE OF 39.85 FEET TO A POINT; THENCE S 65° 52' 21" W FOR A DISTANCE OF 26.56 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 227.94 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 38.38 FEET TO A POINT; THENCE N 64° 10' 43" E FOR A DISTANCE OF 15.46 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 77.46 FEET TO A POINT; THENCE S 64° 10' 43" W FOR A DISTANCE OF 15.46 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 139.73 FEET TO A POINT; THENCE N 88° 12' 27" E FOR A DISTANCE OF 26.93 FEET TO A POINT; THENCE S 22° 27' 11" E FOR A DISTANCE OF 38.05 FEET TO A POINT; THENCE N 88° 11' 21" E FOR A DISTANCE OF 21.99 FEET TO A POINT; THENCE S 07° 56' 47" E FOR A DISTANCE OF 67.49 FEET TO A POINT; THENCE S 21° 49' 18" E FOR A DISTANCE OF 68.04 FEET TO A POINT; THENCE S 20° 43' 21" E FOR A DISTANCE OF 61.24 FEET TO A POINT; THENCE S 30° 42' 54" E FOR A DISTANCE OF 24.10 FEET TO A POINT; THENCE S 26° 59' 14" E FOR A DISTANCE OF 64.96 FEET TO A POINT; THENCE S 48° 14' 19" E FOR A DISTANCE OF 29.41 FEET TO A POINT; THENCE S 05° 00' 27" E FOR A DISTANCE OF 51.10 FEET TO A POINT; THENCE S 61° 11' 04" E FOR A DISTANCE OF 31.89 FEET TO A POINT; THENCE S 00° 04' 16" W FOR A DISTANCE OF 60.54 FEET TO A POINT; THENCE N 82° 41' 08" E FOR A DISTANCE OF 37.71 FEET TO A POINT; THENCE S 12° 01' 46" E FOR A DISTANCE OF 55.75 FEET TO A POINT; THENCE S 77° 58' 14" W FOR A DISTANCE OF 23.14 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 35.55 FEET TO A POINT; THENCE S 54° 11' 31" E FOR A DISTANCE OF 36.43 FEET TO A POINT; THENCE N 76° 21' 27" E FOR A DISTANCE OF 32.96 FEET TO A POINT; THENCE S 13° 38' 33" E FOR A DISTANCE OF 56.81 FEET TO A POINT; THENCE S 35° 30' 42" W FOR A DISTANCE OF 16.03 FEET TO A POINT; THENCE S 10° 04' 50" E FOR A DISTANCE OF 9.99 FEET TO A POINT; THENCE S 77° 56' 35" W FOR A DISTANCE OF 26.85 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 116.59 FEET TO A POINT; THENCE N 87° 18' 28" E FOR A DISTANCE OF 14.81 FEET TO A POINT; THENCE S 02° 41' 32" E FOR A DISTANCE OF 28.74 FEET TO A POINT; THENCE S 87° 18' 28" W FOR A DISTANCE OF 4.21 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 29.21 FEET TO A POINT; THENCE N 86° 46' 56" E FOR A DISTANCE OF 25.23 FEET TO A POINT; THENCE S 03° 13' 04" E FOR A DISTANCE OF 70.37 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 230.89 FEET TO A POINT; THENCE N 88° 12' 26" E FOR A DISTANCE OF 59.30 FEET TO A POINT; THENCE S 19° 31' 11" E FOR A DISTANCE OF 40.49 FEET TO A POINT; THENCE S 43° 31' 43" E FOR A DISTANCE OF 15.97 FEET TO A POINT; THENCE S 01° 17' 41" W FOR A DISTANCE OF 10.62 FEET TO A POINT; THENCE S 40° 58' 46" W FOR A DISTANCE OF 13.31 FEET TO A POINT; THENCE S 51° 59' 30" W FOR A DISTANCE OF 19.33 FEET TO A POINT; THENCE S 66° 40' 18" W FOR A DISTANCE OF 23.52 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 74.88 FEET TO A POINT; THENCE N 78° 57' 05" E FOR A DISTANCE OF 5.20 FEET TO A POINT; THENCE S 11° 02' 55" E FOR A DISTANCE OF 24.71 FEET TO A POINT; THENCE S 31° 01' 25" E FOR A DISTANCE OF 32.92 FEET TO A POINT; THENCE S 26° 06' 49" E FOR A DISTANCE OF 110.67 FEET TO A POINT; THENCE S 63° 53' 11" W FOR A DISTANCE OF 10.77 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 21.16 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 39.12 FEET TO A POINT; THENCE N 74° 27' 29" E FOR A DISTANCE OF 11.21 FEET TO A POINT; THENCE S 15° 32' 31" E FOR A DISTANCE OF 54.64 FEET TO A POINT; THENCE S 74° 27' 29" W FOR A DISTANCE OF 15.94 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 78.74 FEET TO A POINT; THENCE N 87° 05' 19" E FOR A DISTANCE OF 24.94 FEET TO A POINT; THENCE S 02° 54' 41" E FOR A DISTANCE OF 42.13 FEET TO A POINT; THENCE S 87° 05' 19" W FOR A DISTANCE OF 19.25 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 141.29 FEET TO A POINT; THENCE N 88° 06' 13" E FOR A DISTANCE OF 31.18 FEET TO A POINT; THENCE S 01° 53' 47" E FOR A DISTANCE OF 55.90 FEET TO A POINT; THENCE S 88° 06' 13" W FOR A DISTANCE OF 27.58 FEET TO A POINT; THENCE S 37° 17' 13" W FOR A DISTANCE OF 60.00 FEET TO A POINT; THENCE S 11° 44' 42" E FOR A DISTANCE OF 64.62 FEET TO A POINT; THENCE S 78° 15' 18" W FOR A DISTANCE OF 46.79 FEET TO A POINT; THENCE S 44° 28' 12" W FOR A DISTANCE OF 21.72 FEET TO THE POINT OF TERMINATION, HAVING A NORTHING OF 1,038,376.33 AND AN EASTING OF 929,035.69 NAD83/11, SAID POINT BEING 707.91 FEET DISTANT FROM CGS CONCRETE MONUMENT P 236 HAVING A NORTHING OF 1,037,668.97 AND EASTING OF 929,007.94 NAD83/11 ALONG A BEARING OF N 02° 14' 47" E.

NOTE:
BEARINGS ARE BASED UPON A LINE FROM CGS CONCRETE MONUMENT REFUGE 2 TO CGS CONCRETE MONUMENT P 236, AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, HAVING A BEARING OF S 18° 27' 18" E.

Morgan & Eklund Inc.
PROFESSIONAL SURVEY CONSULTANTS
4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3165
LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00531-8

COMMISSION NO.	SCALE	DATE
35762-8	–	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	3 OF 5

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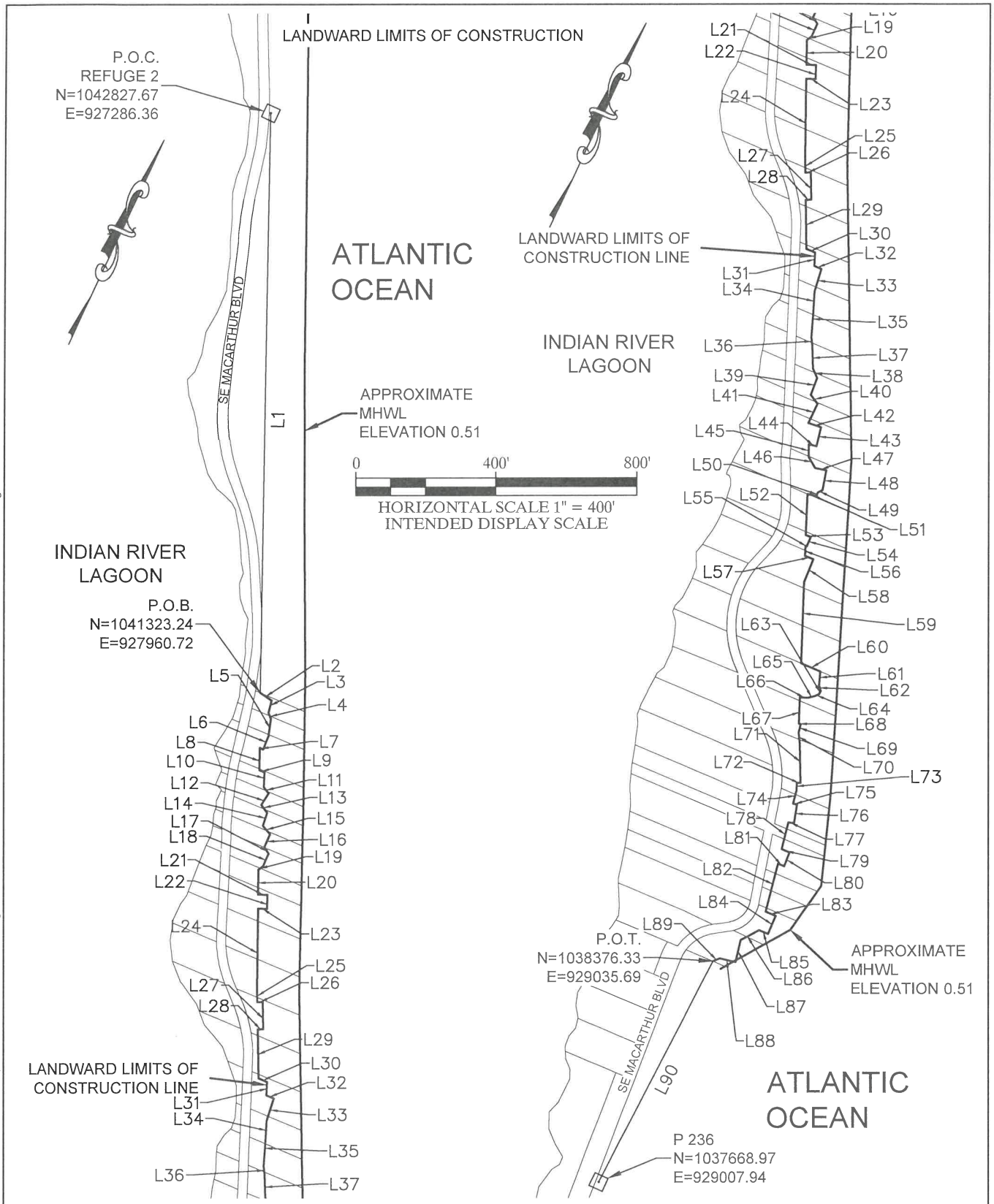
EXHIBIT A



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Morgan & Eklund Inc.

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SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00531-8

COMMISSION NO.	SCALE	DATE
35762-8	1" = 400'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	4 OF 5

EXHIBIT A

Line Table		
Line #	Direction	Length
L1	S24°08'39"E	1648.66'
L2	S80°25'59"E	39.29'
L3	S11°12'31"E	35.45'
L4	S45°25'23"E	19.06'
L5	S17°00'06"E	49.75'
L6	S3°00'03"E	40.31'
L7	S86°59'57"W	10.82'
L8	S24°27'11"E	63.80'
L9	N88°12'26"E	15.57'
L10	S22°53'36"E	41.90'
L11	S62°01'36"E	22.75'
L12	S8°19'01"W	38.58'
L13	S62°44'04"E	28.53'
L14	S6°20'30"E	39.29'
L15	S65°51'47"E	31.35'
L16	S1°31'49"E	39.69'
L17	S56°50'28"E	22.43'
L18	S0°50'51"E	39.21'
L19	S27°17'55"W	16.90'
L20	S24°27'11"E	70.53'
L21	N65°52'21"E	26.78'
L22	S24°07'39"E	39.85'
L23	S65°52'21"W	26.56'
L24	S24°27'11"E	227.94'
L25	S25°49'17"E	38.38'
L26	N64°10'43"E	15.46'
L27	S25°49'17"E	77.46'
L28	S64°10'43"W	15.46'
L29	S25°49'17"E	139.73'
L30	N88°12'27"E	26.93'
L31	S22°27'11"E	38.05'
L32	N88°11'21"E	21.99'
L33	S7°56'47"E	67.49'

Line Table		
Line #	Direction	Length
L34	S21°49'18"E	68.04'
L35	S20°43'21"E	61.24'
L36	S30°42'54"E	24.10'
L37	S26°59'14"E	64.96'
L38	S48°14'19"E	29.41'
L39	S5°00'27"E	51.10'
L40	S61°11'04"E	31.89'
L41	S0°04'16"W	60.54'
L42	N82°41'08"E	37.71'
L43	S12°01'46"E	55.75'
L44	S77°58'14"W	23.14'
L45	S25°49'17"E	35.55'
L46	S54°11'31"E	36.43'
L47	N76°21'27"E	32.96'
L48	S13°38'33"E	56.81'
L49	S35°30'42"W	16.03'
L50	S10°04'50"E	9.99'
L51	S77°56'35"W	26.85'
L52	S22°56'33"E	116.59'
L53	N87°18'28"E	14.81'
L54	S2°41'32"E	28.74'
L55	S87°18'28"W	4.21'
L56	S22°56'33"E	29.21'
L57	N86°46'56"E	25.23'
L58	S3°13'04"E	70.37'
L59	S22°56'33"E	230.89'
L60	N88°12'26"E	59.30'
L61	S19°31'11"E	40.49'
L62	S43°31'43"E	15.97'
L63	S1°17'41"W	10.62'
L64	S40°58'46"W	13.31'
L65	S51°59'30"W	19.33'
L66	S66°40'18"W	23.52'

Line Table		
Line #	Direction	Length
L67	S22°56'33"E	74.88'
L68	N78°57'05"E	5.20'
L69	S11°02'55"E	24.71'
L70	S31°01'25"E	32.92'
L71	S26°06'49"E	110.67'
L72	S63°53'11"W	10.77'
L73	S22°56'33"E	21.16'
L74	S10°35'40"E	39.12'
L75	N74°27'29"E	11.21'
L76	S15°32'31"E	54.64'
L77	S74°27'29"W	15.94'
L78	S10°35'40"E	78.74'
L79	N87°05'19"E	24.94'
L80	S2°54'41"E	42.13'
L81	S87°05'19"W	19.25'
L82	S10°35'40"E	141.29'
L83	N88°06'13"E	31.18'
L84	S1°53'47"E	55.90'
L85	S88°06'13"W	27.58'
L86	S37°17'13"W	60.00'
L87	S11°44'42"E	64.62'
L88	S78°15'18"W	46.79'
L89	S44°28'12"W	21.72'
L90	N2°14'47"E	707.91'

NOTE:
BEARINGS ARE BASED UPON A LINE FROM CGS CONCRETE MONUMENT REFUGE 2 TO CGS CONCRETE MONUMENT P 236, AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, HAVING A BEARING OF S 18° 27' 18" E.

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PHONE: (772) 388-5364
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LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00531-8

COMMISSION NO.	SCALE	DATE
35762-8	–	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	5 OF 5

C:\ACAD TEMP\AcPublish_24224\35762-8 SOUTH.dwg, 05-38-42-001-000-00531-8 LT, lou Wed, 28 Aug 2024 - 11:14am

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

Project Name: MacArthur Blvd Dune and Beach Project
Project No: RPM # 4066
PCN: 05-38-42-001-000-00560-2

SPACE ABOVE THIS LINE FOR RECORDING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

PERPETUAL EASEMENT

THIS EASEMENT granted and executed this 4th day of October, 2024, by **PETER W. GHIORSE and LINDA D. GHIORSE, husband and wife, as tenants in common, without a right of survivorship, each having an undivided 50% interest**, whose address is 1271 SE MacArthur Boulevard, Stuart, Florida 34996, Grantor, to **MARTIN COUNTY, a political subdivision of the State of Florida**, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of $1.00 in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an assignable easement and right-of-way, in on, over, and across the hereinafter described land for use by Martin County, its representatives, agents, contractors, and assigns, to nourish, renourish, protect, operate, and maintain a public beach thereon, including the right to provide use by the public, to deposit sand, to accomplish any alterations or contours on said land; to construct dunes and berms; to erect protective silt screens and fences and to perform any other work necessary and incident to the construction and maintenance of the Martin County Dune Protection Project, together with the continuing right to clear and remove any brush, debris, vegetation, structures, and obstructions which, in the opinion of the representatives of Martin County, may be detrimental to the project; and further excepting and reserving to the landowner the right to construct a wooden walkway access structure across said easement, provided that the manner of construction and location of the walkway is first approved in writing by the representatives of Martin County and reserving to the landowner all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easements hereby acquired, provided that no excavation shall be conducted and no landfill placed on the land except as provided above. The easement is taken subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

Accepted pursuant to
Resolution No. _____

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See Exhibit "A" attached hereto and made a part hereof (the "Easement Premises").

PROVIDED that no part of the foregoing shall be construed as in any manner creating or approving public use of dune areas currently protected by Section 33-72 of the Martin County Code. Said limitation on this easement shall be constructed to protect the property rights of the Grantor and shall remain in effect notwithstanding any future amendment of said ordinance.

Grantor acknowledges that Grantor is the lawful owner of and has good and marketable legal title to the Easement Property; that Grantor has the full right, power and authority to grant this easement to Grantee, and the full right, power and authority to grant this easement to Grantee, and all other rights granted hereunder; and that Grantor agrees that in the event that another party attempts to and/or does set aside this easement based on a superior right in the Easement Property, or commit any act which would in any way nullify or interfere with the rights granted hereunder, that Grantor will take all such steps as shall be necessary and appropriate to secure to Grantee the rights and interest secured hereunder. Grantor further warrants that there are no mortgages encumbering the Easement Premises.

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

Signed, sealed and delivered
in the presence of:

WITTNESSES:

Printed Name: ~~Peter Ghiorse~~ Cray Rile
Address: ~~1271 SE MacArthur Blvd Stuart, FL 34996~~ 2336 SE OCEAN BLVD STUART 34996

By: _____
PETER W. GHIORSE

Printed Name: Anton Hermes
Address: 2336 SE Ocean BLVD Stuart, FL 34996

By: Linda Ghiorse
LINDA D. GHIORSE

Printed Name: ~~Linda Ghiorse~~
Address: ~~1271 SE MacArthur Blvd Stuart, FL 34996~~

Anton Hermes
2336 SE Ocean BLVD
Stuart, FL 34996

Printed Name: Cray Rile
Address: 2336 SE OCEAN BLVD · STUART FL 34996

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 4 day of October, 2024, by PETER W. GHIORSE and LINDA D. GHIORSE, (X) by means of physical presence or ( ) online notarization, who ( ) are personally known to me or (X) have produced FL Driver's License as identification.

(NOTARY SEAL)

SUSAN ANDRADE
Notary Public-State of Florida
Commission # HH 369483
My Commission Expires
March 06, 2027

Notary Public, State of Florida
Print Name: Susan Andrade
My Commission Expires: March 6, 2027

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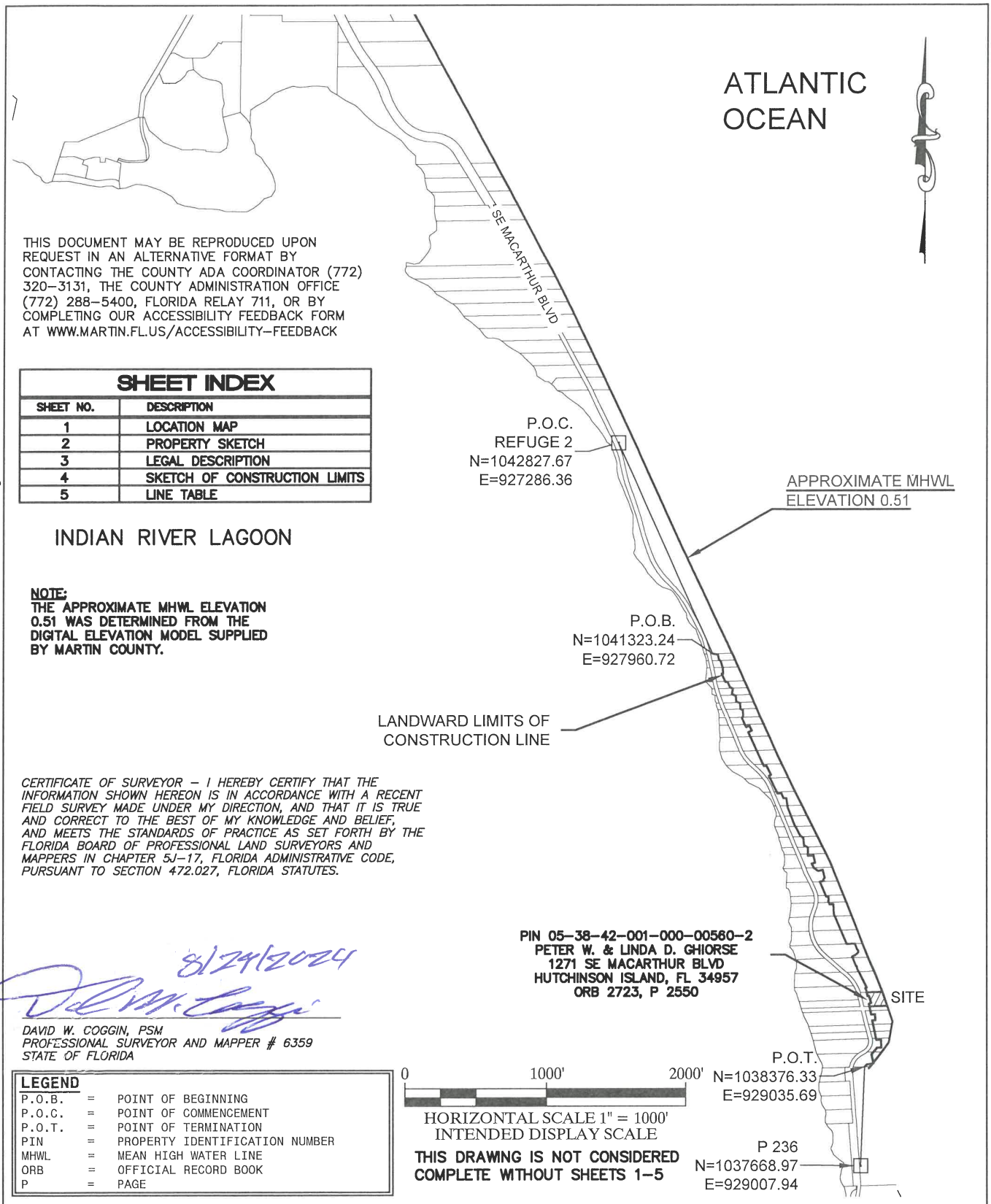
EXHIBIT A



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SHEET INDEX

SHEET NO.	DESCRIPTION
1	LOCATION MAP
2	PROPERTY SKETCH
3	LEGAL DESCRIPTION
4	SKETCH OF CONSTRUCTION LIMITS
5	LINE TABLE

INDIAN RIVER LAGOON

NOTE:
THE APPROXIMATE MHWL ELEVATION 0.51 WAS DETERMINED FROM THE DIGITAL ELEVATION MODEL SUPPLIED BY MARTIN COUNTY.

CERTIFICATE OF SURVEYOR – I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS IN ACCORDANCE WITH A RECENT FIELD SURVEY MADE UNDER MY DIRECTION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

8/24/2024

DAVID W. COGGIN, PSM
PROFESSIONAL SURVEYOR AND MAPPER # 6359
STATE OF FLORIDA

LEGEND

P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.O.T.	=	POINT OF TERMINATION
PIN	=	PROPERTY IDENTIFICATION NUMBER
MHWL	=	MEAN HIGH WATER LINE
ORB	=	OFFICIAL RECORD BOOK
P	=	PAGE

THIS DRAWING IS NOT CONSIDERED COMPLETE WITHOUT SHEETS 1-5

Morgan & Eklund Inc.
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LB #4298

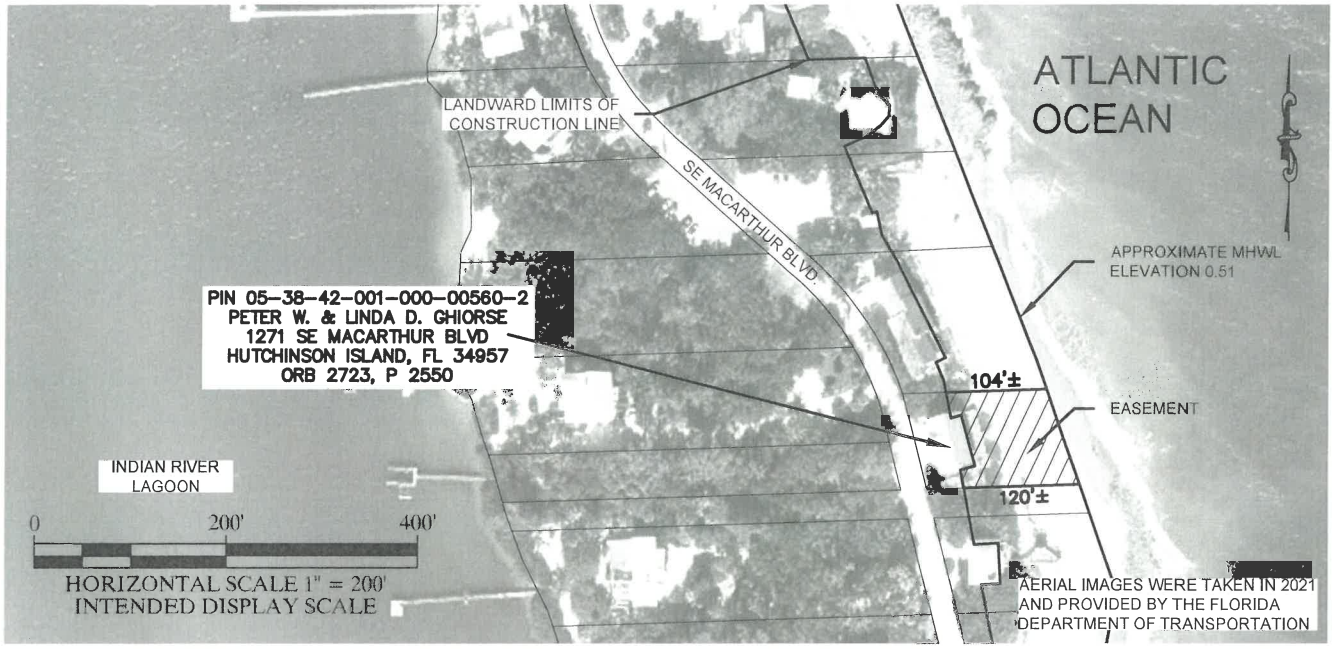
SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00560-2

COMMISSION NO.	SCALE	DATE
35762-8	1" = 1000'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	1 OF 5

C:\ACAD TEMP\AcPublish_24224\35762-8 SOUTH.dwg, 05-38-42-001-000-00560-2 CVR, lou Wed, 28 Aug 2024 - 11:14am

EXHIBIT A



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COMMISSION NO.	SCALE	DATE
35762-8	1" = 200'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	2 OF 5

EXHIBIT A

DESCRIPTION OF CONSTRUCTION EASEMENT:

THAT PORTION OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2723, PAGE 2550 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, LYING EASTERLY OF THE LIMITS OF CONSTRUCTION LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CGS CONCRETE MONUMENT REFUGE 2, HAVING COORDINATES OF NORTHING OF 1,042,827.67 AND EASTING OF 927,286.36 AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT (NAD83/11), PROCEED S 24° 08' 39" E FOR A DISTANCE OF 1648.66 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY LIMITS OF CONSTRUCTION LINE, HAVING A NORTHING OF 1,041,323.24 AND AN EASTING OF 927,960.72 NAD83/11; THENCE ALONG THE LIMITS OF CONSTRUCTION LINE S 80° 25' 59" E FOR A DISTANCE OF 39.29 FEET TO A POINT; THENCE S 11° 12' 31" E FOR A DISTANCE OF 35.45 FEET TO A POINT; THENCE S 45° 25' 23" E FOR A DISTANCE OF 19.06 FEET TO A POINT; THENCE S 17° 00' 06" E FOR A DISTANCE OF 49.75 FEET TO A POINT; THENCE S 03° 00' 03" E FOR A DISTANCE OF 40.31 FEET TO A POINT; THENCE S 86° 59' 57" W FOR A DISTANCE OF 10.82 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 63.80 FEET TO A POINT; THENCE N 88° 12' 26" E FOR A DISTANCE OF 15.57 FEET TO A POINT; THENCE S 22° 53' 36" E FOR A DISTANCE OF 41.90 FEET TO A POINT; THENCE S 62° 01' 36" E FOR A DISTANCE OF 22.75 FEET TO A POINT; THENCE S 08° 19' 01" W FOR A DISTANCE OF 38.58 FEET TO A POINT; THENCE S 62° 44' 04" E FOR A DISTANCE OF 28.53 FEET TO A POINT; THENCE S 06° 20' 30" E FOR A DISTANCE OF 39.29 FEET TO A POINT; THENCE S 65° 51' 47" E FOR A DISTANCE OF 31.35 FEET TO A POINT; THENCE S 01° 31' 49" E FOR A DISTANCE OF 39.69 FEET TO A POINT; THENCE S 56° 50' 28" E FOR A DISTANCE OF 22.43 FEET TO A POINT; THENCE S 00° 50' 51" E FOR A DISTANCE OF 39.21 FEET TO A POINT; THENCE S 27° 17' 55" W FOR A DISTANCE OF 16.90 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 70.53 FEET TO A POINT; THENCE N 65° 52' 21" E FOR A DISTANCE OF 26.78 FEET TO A POINT; THENCE S 24° 07' 39" E FOR A DISTANCE OF 39.85 FEET TO A POINT; THENCE S 65° 52' 21" W FOR A DISTANCE OF 26.56 FEET TO A POINT; THENCE S 24° 27' 11" E FOR A DISTANCE OF 227.94 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 38.38 FEET TO A POINT; THENCE N 64° 10' 43" E FOR A DISTANCE OF 15.46 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 77.46 FEET TO A POINT; THENCE S 64° 10' 43" W FOR A DISTANCE OF 15.46 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 139.73 FEET TO A POINT; THENCE N 88° 12' 27" E FOR A DISTANCE OF 26.93 FEET TO A POINT; THENCE S 22° 27' 11" E FOR A DISTANCE OF 38.05 FEET TO A POINT; THENCE N 88° 11' 21" E FOR A DISTANCE OF 21.99 FEET TO A POINT; THENCE S 07° 56' 47" E FOR A DISTANCE OF 67.49 FEET TO A POINT; THENCE S 21° 49' 18" E FOR A DISTANCE OF 68.04 FEET TO A POINT; THENCE S 20° 43' 21" E FOR A DISTANCE OF 61.24 FEET TO A POINT; THENCE S 30° 42' 54" E FOR A DISTANCE OF 24.10 FEET TO A POINT; THENCE S 26° 59' 14" E FOR A DISTANCE OF 64.96 FEET TO A POINT; THENCE S 48° 14' 19" E FOR A DISTANCE OF 29.41 FEET TO A POINT; THENCE S 05° 00' 27" E FOR A DISTANCE OF 51.10 FEET TO A POINT; THENCE S 61° 11' 04" E FOR A DISTANCE OF 31.89 FEET TO A POINT; THENCE S 00° 04' 16" W FOR A DISTANCE OF 60.54 FEET TO A POINT; THENCE N 82° 41' 08" E FOR A DISTANCE OF 37.71 FEET TO A POINT; THENCE S 12° 01' 46" E FOR A DISTANCE OF 55.75 FEET TO A POINT; THENCE S 77° 58' 14" W FOR A DISTANCE OF 23.14 FEET TO A POINT; THENCE S 25° 49' 17" E FOR A DISTANCE OF 35.55 FEET TO A POINT; THENCE S 54° 11' 31" E FOR A DISTANCE OF 36.43 FEET TO A POINT; THENCE N 76° 21' 27" E FOR A DISTANCE OF 32.96 FEET TO A POINT; THENCE S 13° 38' 33" E FOR A DISTANCE OF 56.81 FEET TO A POINT; THENCE S 35° 30' 42" W FOR A DISTANCE OF 16.03 FEET TO A POINT; THENCE S 10° 04' 50" E FOR A DISTANCE OF 9.99 FEET TO A POINT; THENCE S 77° 56' 35" W FOR A DISTANCE OF 26.85 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 116.59 FEET TO A POINT; THENCE N 87° 18' 28" E FOR A DISTANCE OF 14.81 FEET TO A POINT; THENCE S 02° 41' 32" E FOR A DISTANCE OF 28.74 FEET TO A POINT; THENCE S 87° 18' 28" W FOR A DISTANCE OF 4.21 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 29.21 FEET TO A POINT; THENCE N 86° 46' 56" E FOR A DISTANCE OF 25.23 FEET TO A POINT; THENCE S 03° 13' 04" E FOR A DISTANCE OF 70.37 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 230.89 FEET TO A POINT; THENCE N 88° 12' 26" E FOR A DISTANCE OF 59.30 FEET TO A POINT; THENCE S 19° 31' 11" E FOR A DISTANCE OF 40.49 FEET TO A POINT; THENCE S 43° 31' 43" E FOR A DISTANCE OF 15.97 FEET TO A POINT; THENCE S 01° 17' 41" W FOR A DISTANCE OF 10.62 FEET TO A POINT; THENCE S 40° 58' 46" W FOR A DISTANCE OF 13.31 FEET TO A POINT; THENCE S 51° 59' 30" W FOR A DISTANCE OF 19.33 FEET TO A POINT; THENCE S 66° 40' 18" W FOR A DISTANCE OF 23.52 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 74.88 FEET TO A POINT; THENCE N 78° 57' 05" E FOR A DISTANCE OF 5.20 FEET TO A POINT; THENCE S 11° 02' 55" E FOR A DISTANCE OF 24.71 FEET TO A POINT; THENCE S 31° 01' 25" E FOR A DISTANCE OF 32.92 FEET TO A POINT; THENCE S 26° 06' 49" E FOR A DISTANCE OF 110.67 FEET TO A POINT; THENCE S 63° 53' 11" W FOR A DISTANCE OF 10.77 FEET TO A POINT; THENCE S 22° 56' 33" E FOR A DISTANCE OF 21.16 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 39.12 FEET TO A POINT; THENCE N 74° 27' 29" E FOR A DISTANCE OF 11.21 FEET TO A POINT; THENCE S 15° 32' 31" E FOR A DISTANCE OF 54.64 FEET TO A POINT; THENCE S 74° 27' 29" W FOR A DISTANCE OF 15.94 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 78.74 FEET TO A POINT; THENCE N 87° 05' 19" E FOR A DISTANCE OF 24.94 FEET TO A POINT; THENCE S 02° 54' 41" E FOR A DISTANCE OF 42.13 FEET TO A POINT; THENCE S 87° 05' 19" W FOR A DISTANCE OF 19.25 FEET TO A POINT; THENCE S 10° 35' 40" E FOR A DISTANCE OF 141.29 FEET TO A POINT; THENCE N 88° 06' 13" E FOR A DISTANCE OF 31.18 FEET TO A POINT; THENCE S 01° 53' 47" E FOR A DISTANCE OF 55.90 FEET TO A POINT; THENCE S 88° 06' 13" W FOR A DISTANCE OF 27.58 FEET TO A POINT; THENCE S 37° 17' 13" W FOR A DISTANCE OF 60.00 FEET TO A POINT; THENCE S 11° 44' 42" E FOR A DISTANCE OF 64.62 FEET TO A POINT; THENCE S 78° 15' 18" W FOR A DISTANCE OF 46.79 FEET TO A POINT; THENCE S 44° 28' 12" W FOR A DISTANCE OF 21.72 FEET TO THE POINT OF TERMINATION, HAVING A NORTHING OF 1,038,376.33 AND AN EASTING OF 929,035.69 NAD83/11, SAID POINT BEING 707.91 FEET DISTANT FROM CGS CONCRETE MONUMENT P 236 HAVING A NORTHING OF 1,037,668.97 AND EASTING OF 929,007.94 NAD83/11 ALONG A BEARING OF N 02° 14' 47" E.

NOTE:
BEARINGS ARE BASED UPON A LINE FROM CGS CONCRETE MONUMENT REFUGE 2 TO CGS CONCRETE MONUMENT P 236, AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, HAVING A BEARING OF S 18° 27' 18" E.

Morgan & Eklund Inc.
PROFESSIONAL SURVEY CONSULTANTS
4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3165
LB #4298

SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00560-2

COMMISSION NO.	SCALE	DATE
35762-8	–	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	3 OF 5

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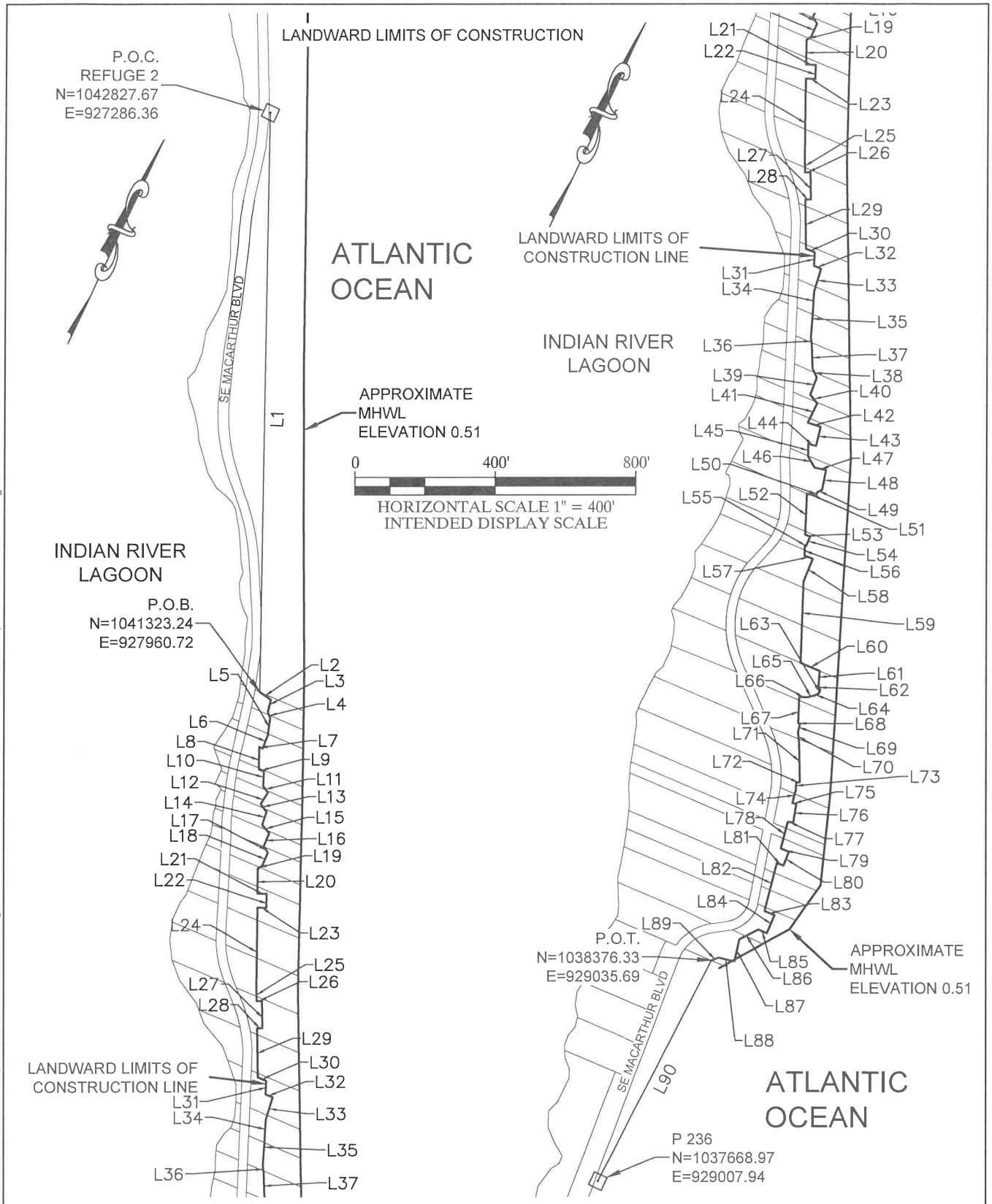
EXHIBIT A



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Morgan & Eklund Inc.

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SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00560-2

COMMISSION NO.	SCALE	DATE
35762-8	1" = 400'	8/28/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
LFP	DWC	N/A / N/A	N/A	4 OF 5

EXHIBIT A

Line Table		
Line #	Direction	Length
L1	S24°08'39"E	1648.66'
L2	S80°25'59"E	39.29'
L3	S11°12'31"E	35.45'
L4	S45°25'23"E	19.06'
L5	S17°00'06"E	49.75'
L6	S3°00'03"E	40.31'
L7	S86°59'57"W	10.82'
L8	S24°27'11"E	63.80'
L9	N88°12'26"E	15.57'
L10	S22°53'36"E	41.90'
L11	S62°01'36"E	22.75'
L12	S8°19'01"W	38.58'
L13	S62°44'04"E	28.53'
L14	S6°20'30"E	39.29'
L15	S65°51'47"E	31.35'
L16	S1°31'49"E	39.69'
L17	S56°50'28"E	22.43'
L18	S0°50'51"E	39.21'
L19	S27°17'55"W	16.90'
L20	S24°27'11"E	70.53'
L21	N65°52'21"E	26.78'
L22	S24°07'39"E	39.85'
L23	S65°52'21"W	26.56'
L24	S24°27'11"E	227.94'
L25	S25°49'17"E	38.38'
L26	N64°10'43"E	15.46'
L27	S25°49'17"E	77.46'
L28	S64°10'43"W	15.46'
L29	S25°49'17"E	139.73'
L30	N88°12'27"E	26.93'
L31	S22°27'11"E	38.05'
L32	N88°11'21"E	21.99'
L33	S7°56'47"E	67.49'

Line Table		
Line #	Direction	Length
L34	S21°49'18"E	68.04'
L35	S20°43'21"E	61.24'
L36	S30°42'54"E	24.10'
L37	S26°59'14"E	64.96'
L38	S48°14'19"E	29.41'
L39	S5°00'27"E	51.10'
L40	S61°11'04"E	31.89'
L41	S0°04'16"W	60.54'
L42	N82°41'08"E	37.71'
L43	S12°01'46"E	55.75'
L44	S77°58'14"W	23.14'
L45	S25°49'17"E	35.55'
L46	S54°11'31"E	36.43'
L47	N76°21'27"E	32.96'
L48	S13°38'33"E	56.81'
L49	S35°30'42"W	16.03'
L50	S10°04'50"E	9.99'
L51	S77°56'35"W	26.85'
L52	S22°56'33"E	116.59'
L53	N87°18'28"E	14.81'
L54	S2°41'32"E	28.74'
L55	S87°18'28"W	4.21'
L56	S22°56'33"E	29.21'
L57	N86°46'56"E	25.23'
L58	S3°13'04"E	70.37'
L59	S22°56'33"E	230.89'
L60	N88°12'26"E	59.30'
L61	S19°31'11"E	40.49'
L62	S43°31'43"E	15.97'
L63	S1°17'41"W	10.62'
L64	S40°58'46"W	13.31'
L65	S51°59'30"W	19.33'
L66	S66°40'18"W	23.52'

Line Table		
Line #	Direction	Length
L67	S22°56'33"E	74.88'
L68	N78°57'05"E	5.20'
L69	S11°02'55"E	24.71'
L70	S31°01'25"E	32.92'
L71	S26°06'49"E	110.67'
L72	S63°53'11"W	10.77'
L73	S22°56'33"E	21.16'
L74	S10°35'40"E	39.12'
L75	N74°27'29"E	11.21'
L76	S15°32'31"E	54.64'
L77	S74°27'29"W	15.94'
L78	S10°35'40"E	78.74'
L79	N87°05'19"E	24.94'
L80	S2°54'41"E	42.13'
L81	S87°05'19"W	19.25'
L82	S10°35'40"E	141.29'
L83	N88°06'13"E	31.18'
L84	S1°53'47"E	55.90'
L85	S88°06'13"W	27.58'
L86	S37°17'13"W	60.00'
L87	S11°44'42"E	64.62'
L88	S78°15'18"W	46.79'
L89	S44°28'12"W	21.72'
L90	N2°14'47"E	707.91'

NOTE:
BEARINGS ARE BASED UPON A LINE FROM CGS CONCRETE MONUMENT REFUGE 2 TO CGS CONCRETE MONUMENT P 236, AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, HAVING A BEARING OF S 18° 27' 18" E.

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SKETCH OF LEGAL DESCRIPTION
CONSTRUCTION EASEMENT
MARTIN COUNTY, FLORIDA
PIN 05-38-42-001-000-00560-2

COMMISSION NO.	SCALE	DATE	DRAWN BY	CHECKED BY	FIELD BOOK	PAGE NO.	DATE OF SURVEY	SHEET
35762-8	—	8/28/24	LFP	DWC	N/A	N/A	N/A	5 OF 5

C:\ACAD TEMP\AcPublish_24224\35762-8 SOUTH.dwg, 05-38-42-001-000-00560-2 LT, lou Wed, 28 Aug 2024 - 11:14am

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 25-0591 | CNST-11 | **Meeting Date:** 2/11/2025

PLACEMENT: Consent

TITLE:

ADOPT A RESOLUTION SUPPORTING THE FLORIDA DEPARTMENT OF TRANSPORTATION MANAGING THE FUNDS AND DELIVERING A PROJECT ANTICIPATED TO BE PRIORITIZED BY THE METROPOLITAN PLANNING ORGANIZATION ON THE STATE HIGHWAY SYSTEM

EXECUTIVE SUMMARY:

As required by the Florida Department of Transportation (FDOT) Program Management Bulletin, the Board of County Commissioners is asked to adopt a resolution supporting the FDOT's management of funds, administration, and delivery of a project on the state highway system, which is anticipated to be prioritized by the Policy Board of the Martin Metropolitan Planning Organization.

DEPARTMENT: Public Works

PREPARED BY: **Name:** Michael J. Grzelka, P.E.
Title: County Engineer

REQUESTED BY: Florida Department of Transportation

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

It is anticipated that the Martin Metropolitan Planning Organization (MPO) Policy Board will approve a list of prioritized projects for the Florida Department of Transportation (FDOT) to include in its Five-Year Work Program, beginning July 1, 2025. By doing so, the MPO asks the FDOT to identify and manage the necessary funds, administer, and deliver the projects.

One of the projects on the list involves improvements on the state highway system, which is described as follows:

Facility: SR-A1A (SE Ocean Boulevard)

Limits: West of SR-714 (SE Monterey Road) to east of SR-714 (SE Monterey Road)

Description: Relocate/Replace traffic signal mast arm upright to accommodate and enhance pedestrian accessibility

The Board is asked to adopt the resolution in support of FDOT managing the funds, administering, and delivering the project to relocate and replace a traffic signal mast arm upright on SR-A1A (SE

Ocean Boulevard) at SR-714(SE Monterey Road).

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

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

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the Resolution in support of the Florida Department of Transportation managing the funds, administering, and delivering the relocation and replacement of the traffic signal mast arm upright on SR-A1A (SE Ocean Boulevard) at SR-714 (SE Monterey Road).

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

Minimal staff time for coordination of projects.

ALTERNATIVE RECOMMENDATIONS

Dependent on direction provided to staff.

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

RESOLUTION NO. 25-2.xx

A RESOLUTION IN SUPPORT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION MANAGING FUNDS, ADMINISTERING, AND DELIVERING THE RELOCATION AND REPLACEMENT OF A TRAFFIC SIGNAL MAST ARM UPRIGHT ON SR-A1A (SE OCEAN BLVD) AT SR-714 (SE MONTEREY RD)

WHEREAS, it is anticipated that the Martin Metropolitan Planning Organization (MPO) Policy Board will approve a draft list of prioritized projects for the Florida Department of Transportation (FDOT) to include in its Five-Year Work Program, beginning July 1, 2025; and

WHEREAS, the list includes replacement and relocation of a traffic signal mast arm upright on SR-A1A (SE Ocean Boulevard) at SR-714 (SE Monterey Road); and

WHEREAS, the project is on the state highway system; and

WHEREAS, the Florida Department of Transportation requires a resolution of support from the local governing agency when the FDOT will manage funds, administer, and delivery a prioritized project on the state highway system; and

WHEREAS, the Board of County Commissioners has committed to accepting, operating and maintaining the traffic signal on the FDOT's behalf upon completion of the relocation and replacement of the mast arm upright; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, as follows:

The Board of County Commissioners hereby supports the Florida Department of Transportation's management of funds, administration, and delivery of the replacement and relocation of the mast arm upright on SR-A1A (SE Ocean Boulevard) at SR-714 (SE Monterey Road).

DULY PASSED AND ADOPTED THIS 11TH DAY OF FEBRUARY 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

_____
Sarah Heard, Chair

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

_____
Sarah W. Woods, County Attorney

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 25-0607 | CNST-12 | **Meeting Date:** 2/11/2025

PLACEMENT: Consent

TITLE:

REQUEST THAT MARTIN COUNTY GRANT AN EASEMENT TO FLORIDA POWER & LIGHT COMPANY (FPL) FOR UTILITY SERVICES AT THE NEW REIMAGINING EDUCATION AND CAREER HELP (REACH) CENTER AT THE MARTIN COUNTY AIRPORT

EXECUTIVE SUMMARY:

FPL has requested approval of an Underground Easement on the northwest side of SE Airport Road at the Martin County Airport, for extension of services to the new REACH Center, located in Building 17 between Daher and Liberator/BARD, City of Stuart.

DEPARTMENT: Public Works

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

REQUESTED BY: Andrew McBean, Airport Director

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

1. Easement drafted by:
   Florida Power & Light

2. Parties to the Easement:
   Martin County - Grantor
   FPL - Grantee

3. Purpose of the Easement:
   Provide electrical service extension on the northwest side of SE Airport Road for the REACH Center, building 17

4. New/Renewal/Modified:
   New

5. Duration:
   Perpetual

6. Benefits to Martin County:
   Electrical service to the REACH Center

7. Cost to Martin County:
   Minimal recording costs

FPL requested an Easement for extension of electrical service on the northwest side of SE Airport Road on the Martin County Airport parcel, Building 17, which is for the new REACH Center.

In compliance with Section 139.50 General Ordinances, Martin County Code, prior to granting this easement, the Board must consider the following:

1. The easement facilitates provisions of the utility's service on the County-owned parcel and provides added value to the site.
2. The service promotes the general welfare by providing the needed service for the REACH Center.
3. The existence and location of the easement will not interfere with the use by County of the County property.
4. There is no consideration to be paid by FPL for the easement, as the extension of service is needed for County purposes.
5. FPL has agreed to cooperate in moving the easement if the County should require.

A sketch and legal description for the FPL Easement has been reviewed and approved by the County Surveyor.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

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

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board (i) grant Florida Power & Light Company, a Utility Easement on County-owned property, in compliance with Section 139.50, General Ordinances, Martin County Code, for extension of service on the northwest side of SE Airport Road at the Martin County Airport for the new REACH Center and (ii) authorize the Chair to execute all documents necessary to complete this transaction.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and direct staff with alternative action.

FISCAL IMPACT:

RECOMMENDATION

None

Funding Source	County Funds	Non-County Funds
Recording Fees (approximate)	$35.50	
Subtotal	$35.50	
Project Total	$35.50	

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☒ Other: Easement

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Work Request No. 13441532

Sec. 10 Twp 38 S, Rge 41 E

Parcel ID:
10-38-41-000-001-00010-9
(Maintained by County Appraiser)

EASEMENT

This Instrument Prepared By:
Real Property Division
for: Martin County
2401 SE Monterey Road
Stuart, FL 34996
Real Property Project #4130

Reserved for Clerk of the Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns ("FPL"), a nonexclusive easement forever for the construction, operation and maintenance of electric utility facilities (including wires, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 15 feet in width described as follows:

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

Together with the right to lay cable and conduit within the easement and to operate the same for utility purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all obstructions within the easement area. Grantee hereby expressly agrees that in the event Grantee abandons the use of the easement premises described herein for the purpose herein expressed, the Easement granted hereby shall become null and void, and all rights in and to the said easement premises shall revert to the Grantor. Grantee has agreed to cooperate in moving the easement if the Grantor should require.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 2025.

ATTEST:

_____
CAROLYN TIMMANN, CLERK
OF THE CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY:_____
SARAH HEARD, CHAIR

APPROVED AS TO FORM AND LEGAL SUFFIENCY:

BY:_____
SARAH W. WOODS, COUNTY ATTORNEY

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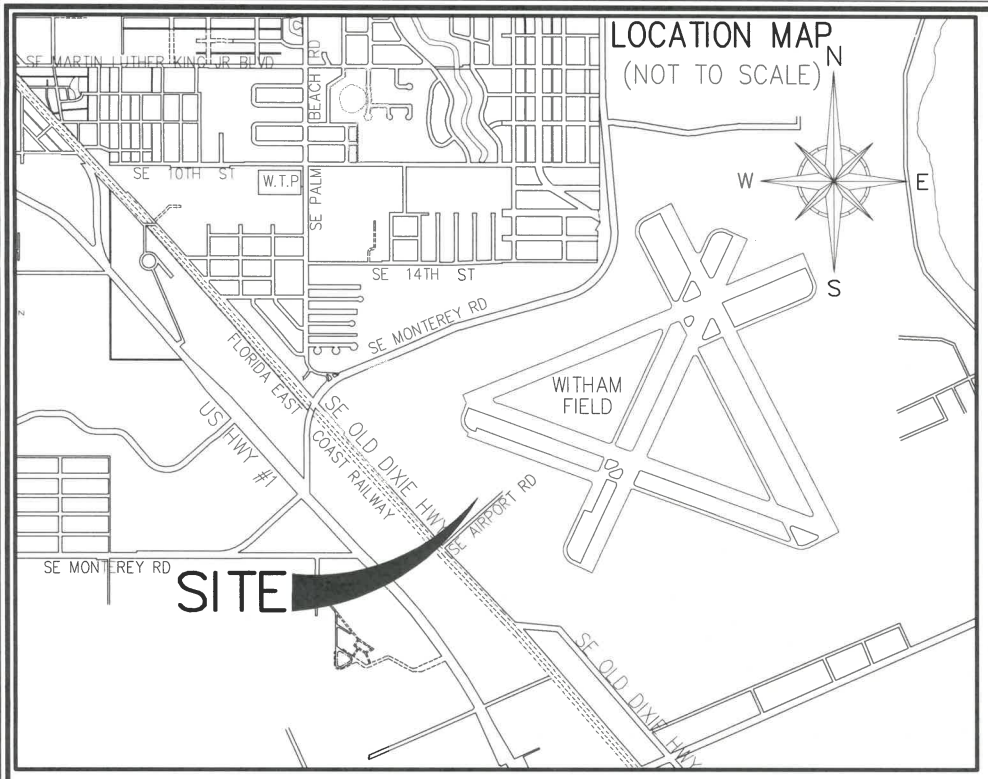

SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO GRID NORTH, BASED ON STATE PLANE COORDINATES, U.S. SURVEY FEET, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (N.A.D. 83/11), FLORIDA EAST ZONE, REFERENCE A BEARING OF N0°20'44"E ALONG THE WEST LINE OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

2. THIS IS NOT A BOUNDARY SURVEY.

3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3 AND WITH THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR, UNLESS DIGITALLY SIGNED AND SEALED.

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT www.martin.fl.us/accessibility-feedback

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON JANUARY 15, 2025, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.

Robert J. Mellis

Digitally signed by Robert J. Mellis
Date: 2025.01.24 12:31:18 -05'00'

ROBERT J. MELLIS, P.L.S.
FLORIDA REGISTRATION NO. 5214
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ROBERT J. MELLIS, P.L.S. 5214 ON January 24, 2025

ROBERT J. MELLIS CERTIFICATE NO. 5214 STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR

EXHIBIT A

SHEET NO. 1 OF 3 SHEETS PROJECT NO. 2012256.001 (24-66)	DATE / REVISIONS 1/24/25 REVISE PER MARTIN COUNTY COMMENTS	A PORTION OF WITHHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E., MARTIN COUNTY, FL SKETCH AND LEGAL DESCRIPTION FLORIDA POWER & LIGHT EASEMENT	DATE 01/15/2025 SCALE NOT TO SCALE FIELD BK. DRAWING BY D.B. CHECKED BY R.J.M.	BETSY LINDSAY A DIVISION OF HALEY WARD, INC. 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933FAX LICENSED BUSINESS NO. 6852

>:\FL\2012256-All-Site_Construction_Inc\001-Martin County Airport Bldg 17 Reno-RJM\02-CAD_Files\Survey\RECEIVED FROM CLIENT 01 14 25 FPL ESMT INFO\SL FPL_x22_852801_01bas

LEGAL DESCRIPTION

FLORIDA POWER & LIGHT EASEMENT

A 15.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. THE CENTERLINE OF SAID 15.00 FOOT WIDE STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 0°20'44" EAST ALONG THE WEST LINE OF SAID SECTION 10, 958.00 FEET; THENCE, DEPARTING SAID WEST LINE, SOUTH 89°39'16" EAST, 2,587.57 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 69°43'08" EAST, 203.34 FEET TO THE POINT OF TERMINUS.

CONTAINING 3,050 SQUARE FEET OR 0.07 ACRES, MORE OR LESS.

BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

ABBREVIATIONS

FPL	FLORIDA POWER & LIGHT
NO.	NUMBER
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.T.	POINT OF TERMINUS
RNG.	RANGE
SEC.	SECTION
TWP.	TOWNSHIP

EXHIBIT A

SHEET NO. 2 OF 3 SHEETS

PROJECT NO. 2012256.001 (24-66)

DATE	REVISIONS
1/24/25	REVISE PER MARTIN COUNTY COMMENTS

A PORTION OF WITHHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E., MARTIN COUNTY, FL

SKETCH AND LEGAL DESCRIPTION
FLORIDA POWER & LIGHT EASEMENT

DATE 01/15/2025
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY D.B.
CHECKED BY R.J.M.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6852

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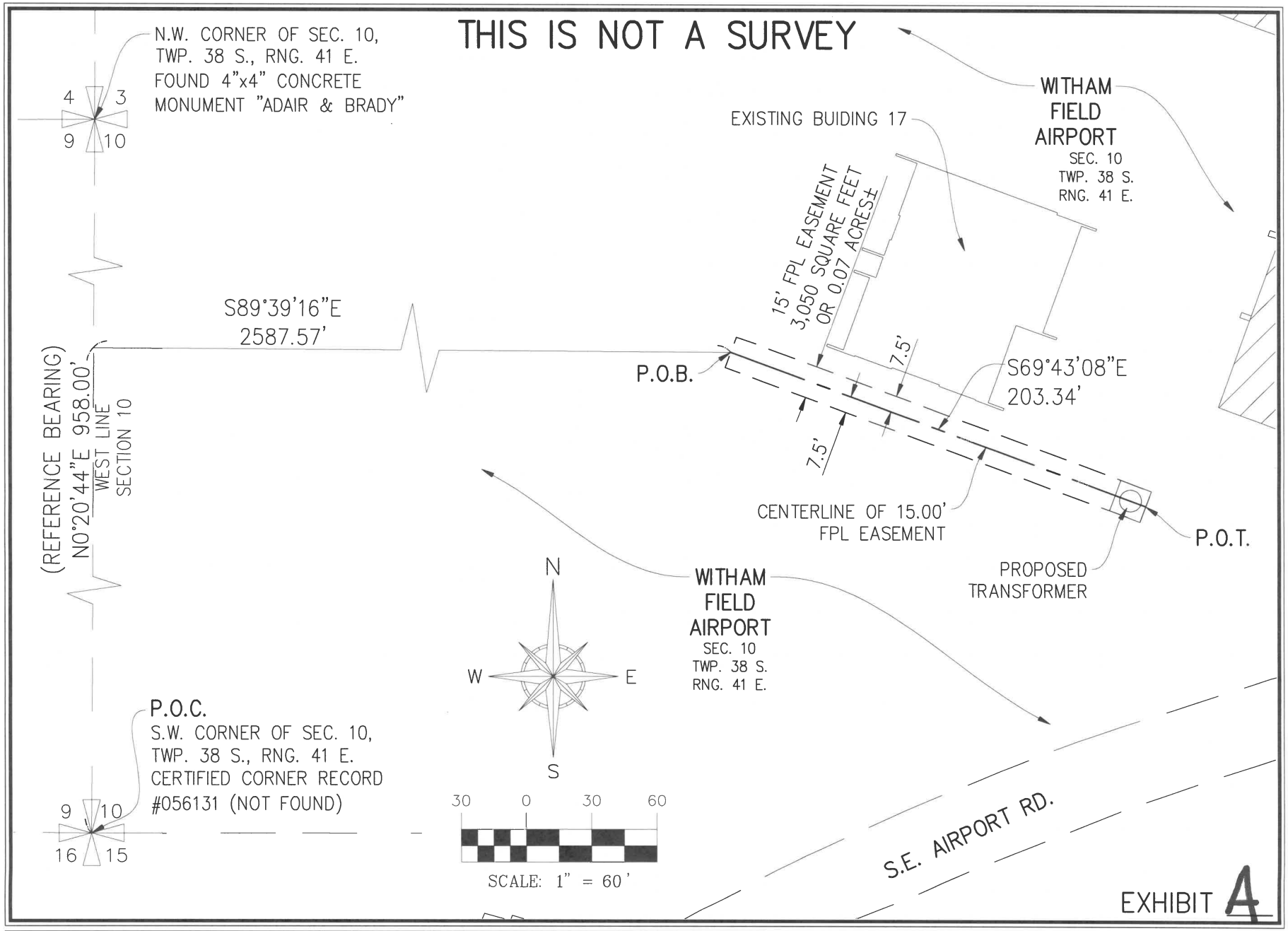

SHEET NO. 3 OF 3 SHEETS PROJECT NO. 2012256.001 (24-66)	DATE / REVISIONS 1/24/25 REVISE PER MARTIN COUNTY COMMENTS	A PORTION OF WITHHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E., MARTIN COUNTY, FL SKETCH AND LEGAL DESCRIPTION FLORIDA POWER & LIGHT EASEMENT	DATE 01/15/2025 SCALE 1" = 60' FIELD BK. DRAWING BY D.B. CHECKED BY R.J.M.	BETSY LINDSAY A DIVISION OF HALEY WARD, INC. 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933FAX LICENSED BUSINESS NO. 6852

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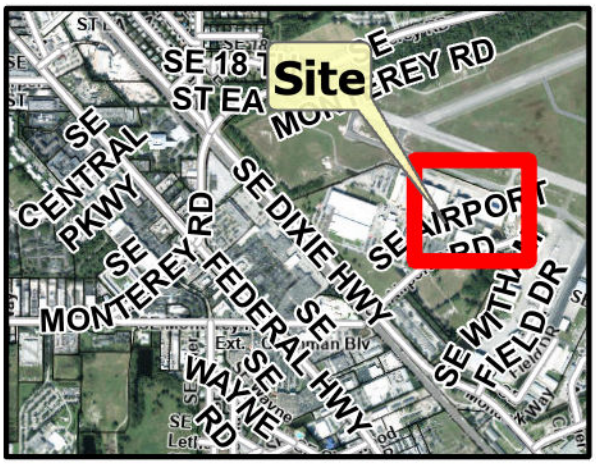
MARTIN COUNTY
PUBLIC WORKS DEPARTMENT
REAL PROPERTY #4130



Location Map
Airport - 1815 SE Airport Rd.
FPL Easement

EXHIBIT ONLY

NOT TO SCALE
2024 Aerial

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 25-0452 | B&C-1 | **Meeting Date:** 2/11/2025

PLACEMENT: Board and Committee Appointments

TITLE:

NEIGHBORHOOD ADVISORY COMMITTEE APPOINTMENTS

EXECUTIVE SUMMARY:

After solicitation of applicants due to vacancies, terms expiring, and resignations, the Board is asked to make the necessary appointments to the Golden Gate, Hobe Sound, Port Salerno, and Rio Neighborhood Advisory Committees (NAC).

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Administrative Services Program Coordinator

REQUESTED BY: Office of Community Development

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

On September 11, 2018 the Board of County Commissioners approved Resolution 18-9.29 which sets the number of members for each Neighborhood Advisory Committee (NAC):

Golden Gate Neighborhood Advisory Committee - 7 members
Hobe Sound Neighborhood Advisory Committee - 7 members
Jensen Beach Neighborhood Advisory Committee - 5 members
Old Palm City Neighborhood Advisory Committee - 9 members
Port Salerno Neighborhood Advisory Committee - 7 members
Rio Neighborhood Advisory Committee - 7 members

On November 20, 2018, Resolution Number 18.11.18 was adopted increasing the number of members of the Port Salerno Neighborhood Advisory Committee from seven (7) to nine (9).

There are two vacancies on the Golden Gate NAC, one term will expire and one member resigned on the Hobe Sound NAC, three terms will expire on the Port Salerno NAC, and two members recently resigned on the Rio NAC. Per previous Board direction, Administration Staff sent Debra Harsh, Rachel Heid, and Christian Nelson Certificates of Appreciation and letters thanking them for serving which were signed by the Chair.

On December 9, an Information Release soliciting applicants for the Golden Gate, Hobe Sound, Port Salerno, and Rio Neighborhood Advisory Committees was emailed via Constant Contact to the Outreach Martin and Local Media email lists which includes local Chambers of Commerce, local businesses, and citizens. The Information Release was also posted to the County's web page under News.

To qualify, Neighborhood Advisory Committee applicants must be an individual who is either:

i. A resident of the respective Community Redevelopment Area, as evidenced by being a registered voter in the respective Community Redevelopment Area for at least one year, or
ii. A resident of Martin County, as evidenced by being a registered voter in Martin County for at least one year, who is also a business owner of a business located within the respective Community Redevelopment Area; or
iii. A resident of Martin County, as evidenced by being a registered voter in Martin County for at least two years, who is also a senior manager of a business located within the respective Community Redevelopment Area; or
iv. A resident of Martin County, as evidenced by being a registered voter in Martin County for at least one year, who also owns real property within a mile of the respective Community Redevelopment Area. No more than two members of any respective Neighborhood Advisory Committee will be appointed from category iv. above.

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

The Administration Staff will advise all the applicants of the Commission's decision which will include Sunshine Law information to the appointed individuals. Chair letters and Certificates of Appreciation will be mailed to any members not re-appointed. The Chair will sign the letter/s and certificate/s.

ISSUES:

The Board is asked to appoint two individuals to the **Golden Gate NAC**. Both terms will begin immediately - one term will end January 28, 2027 and one will end February 10, 2029.

- If more applications are received, they will be submitted via a Supplemental Memorandum.

The Board is asked to appoint **two** individuals to the **Hobe Sound NAC**.
Staff recommends re-appointing Mr. Banas for a term to begin February 21, 2025 and end February 20, 2029 and appoint Ms. Butler for a term to begin immediately and end September 11, 2026 (to complete Christian Nelson's term).

Michael Banas (incumbent) Susan Butler

The Board is asked to appoint **three** individuals to the **Port Salerno NAC**. The terms will begin February 21, 2025 and end February 20, 2029. A voting sheet is attached.

Gerald (Casey) Cass (incumbent) Susan Fogelson
Cathy Harvey (incumbent) Jaime Taylor Rolle (incumbent)

The Board is asked to appoint **two** individuals to the **Rio NAC**. The terms will begin immediately - one term will end September 11, 2027 and one term will end November 1, 2025.

- If more applications are received, they will be submitted via a Supplemental Memorandum.

NOTES:
Cathy Harvey also serves on the Community Development Block Grant Citizen Advisory Task Force.
Jamie Taylor Rolle also serves on the Community Redevelopment Agency.

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable law.

RECOMMENDED ACTION:

RECOMMENDATION

The Board is asked to appoint **two** individuals to the **Golden Gate NAC**. Both terms will begin immediately - one term will end January 28, 2027 and one will end February 10, 2029.

The Board is asked to appoint **two** individuals to the **Hobe Sound NAC**.
Mr. Banas for a term to begin February 21, 2025 and end February 20, 2029 and Ms. Butler for a term to begin immediately and end September 11, 2026.

The Board is asked to appoint **three** individuals to the **Port Salerno NAC**. The terms will begin February 21, 2025 and end February 20, 2029.

The Board is asked to appoint **two** individuals to the **Rio NAC**. The terms will begin immediately - one term will end September 11, 2027 and one term will end November 1, 2025.

Move that the Board authorize the Chair to sign the Resolution of Appointment and any letters/certificates as described under Background.

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:

Neighborhood Advisory Committees

Created Pursuant to Code s. 39.4.A

Powers & Duties:

Each Committee shall assist in the preparation of the required community redevelopment plan for its particular designated community redevelopment area. The Committee shall follow the procedures of the adopted small area planning process. The completed Community Redevelopment Plan shall be presented to the Community Redevelopment Agency for review and approval prior to presentation to the Board. The final Community Redevelopment Plan shall be adopted by the Board. In addition to providing advice and recommendations to the Community Redevelopment Agency on the implementation of an adopted Community Redevelopment Plan, each Committee shall work towards consensus to provide advice and recommendations to the Community Redevelopment Agency, to the extent permitted by the development review process, grant deadlines, or other similar time constraints, regarding the following: Proposed amendments and modifications to a Community Redevelopment Plan, Development applications within its Community Redevelopment Area that are classified as major applications under the provisions of the Martin County Land Development Regulations, the prioritization of community redevelopment capital projects, any other matters as directed by the Board of County Commissioners or the Agency.

How Appointed:

Each Neighborhood Advisory Committee shall be composed of a minimum of five and a maximum of nine individuals who are either:

i. A resident of the respective Community Redevelopment Area, as evidenced by being a registered voter in the respective Community Redevelopment Area for at least one year, or

ii. A resident of Martin County, as evidenced by being a registered voter in Martin County for at least one year, who is also a business owner of a business located within the respective Community Redevelopment Area; or

iii. A resident of Martin County, as evidenced by being a registered voter in Martin County for at least two years, who is also a senior manager of a business located within the respective Community Redevelopment Area; or

iv. A resident of Martin County, as evidenced by being a registered voter in Martin County for at least one year, who also owns real property within a mile of the respective Community Redevelopment Area. No more than two members of any respective Neighborhood Advisory Committee will be appointed from category iv. above.

Terms:

The terms of office of the Committee members shall be for four years after the initial appointment. A vacancy occurring during a term shall be filled for the unexpired term. All members are expected to attend each and every meeting of the committee. If a member is absent from three meetings of the Committee within a 12-month period, said member is automatically removed from the Committee but may apply for re-appointment by the Board. There will be no excused absences and special meetings count.

Staff Liaison: Susan Kores, Office of Community Development Director

GOLDEN GATE – 7 members			
Member	**Position**	**Appointed**	**Term End**
Brad Tanzer	Business Owner	05/09/2023	09/11/2025
Saadia Tsaftarides	Resident & Property Owner	11/25/2014	09/11/2025
John Gonzalez	Property & Business Owner	04/24/2022	04/23/2026
Stephen Mark Capps	Property Owner **w/i 1 mile** (cannot serve another term)	08/27/2024	09/11/2028
Jeff Gregory	Resident & Property Owner **w/i 1 mile**	01/29/2023	01/28/2027
VACANT			01/28/2027
VACANT			

HOBE SOUND – 7 members			
Member	**Position**	**Appointed**	**Term End**
Emily Thorsen	Property Owner **w/i 1 mile**	09/12/2021	09/11/2025
Robert Krebs	Business Owner	09/12/2018	09/11/2026
Mitchell Miller	Resident	05/09/2023	01/28/2027
Michael Banas	Resident & Property Owner	11/19/2024	02/20/2025
Mary Gavin	Property Owner **w/i 1 mile**	11/19/2024	02/22/2027
~~Christian Nelson~~ resigned	Resident & Property Owner	04/19/2022	09/11/2026
Robin Sexner-Cole	Resident & Property Owner	04/19/2022	04/18/2026

JENSEN BEACH – 5 members

Member	Position	Appointed	Term End
Ann G. Kagdis	Senior Manager of a Business	11/10/2020	09/10/2025
Ronald Rose	Senior Manager of a Business	11/11/2017	11/10/2025
Cynthia Hall	Resident & Property Owner **w/i 1 mile**	09/12/2014	09/11/2026
Robert Wire	Senior Manager of a Business	01/10/2023	05/03/2028
Jerry Compton	Property Owner **w/i 1 mile**	08/24/2021	08/23/2025

OLD PALM CITY – 9 members

Member	Position	Appointed	Term End
Rex Sentell	Property & Business Owner	09/10/2013	09/11/2025
Douglas Legler	Resident & Property Owner **w/i 1 mile**	09/10/2013	09/11/2025
Chuck Smith	Resident, Property & Business Owner	09/10/2013	09/11/2025
Mike Searle	Property & Resident **w/i 1 mile**	11/11/2017	09/11/2027
Oscar Torres	Resident & Property Owner	08/24/2021	09/11/2025
Jane Landrum	Resident & Property Owner	10/25/2016	10/24/2028
Colleen Pachowicz	Resident & Property Owner	04/19/2022	04/22/2026
Chris Pinkston	Resident & Property Owner	05/09/2023	05/09/2027
Robert Corbett	Resident & Property Owner	08/22/2023	08/21/2027

PORT SALERNO – 9 members

Member	Position	Appointed	Term End
Edward Olsen, Jr.	Business Owner	01/10/2023	09/10/2025
Christina Waldron Ardigo	Property Owner **w/i 1 mile**	04/30/2024	09/10/2025
Ellen B. Asselin	Resident & Property Owner	01/29/2019	01/28/2027
Karen Worden	Resident, Business & Property Owner	01/29/2019	01/28/2027
Jim Peck	Business Owner/Manager	08/16/2022	09/10/2028
Leonard Lee	Resident & Property Owner	09/11/2024	09/10/2028
Gerald (Casey) Cass	Business Owner	11/19/2024	02/20/2025
Cathy Harvey	Resident & Property Owner	02/21/2017	02/20/2025
Jaime Rolle Taylor	Property & Business Owner	07/30/2019	02/20/2025

RIO – 7 members

Member	Position	Appointed	Term End
Jamie Newhart	Resident, Property & Business Owner	10/28/2014	09/11/2025
Michael Readling	Resident & Property Owner	02/21/2017	09/11/2025
Rich Kennedy	Resident & Property Owner	08/23/2016	09/11/2026
~~Debra Harsh~~ resigned	Resident, Business & Property Owner **w/i 1 mile**	09/10/2013	09/11/2027
Adam Guzi	Resident & Property Owner	04/24/2018	09/10/2028
~~Rachel Heid~~ resigned	Resident	11/02/2021	11/01/2025
Susan Jones	Resident & Property Owner	08/27/2024	04/20/2026

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Chapter 39 - COMMUNITY REDEVELOPMENT AGENCY

Sec. 39.1. - General provisions and definitions.

39.1.A. *Short title and applicability; creation of the Community Redevelopment Agency.* This chapter shall be known as, and may be cited as, the "Martin County Community Redevelopment Agency Ordinance." This chapter shall apply to the unincorporated areas of Martin County. The Martin County Community Redevelopment Agency is hereby created, pursuant to F.S. §§ 163.330—163.450, as the same may be amended from time to time.

39.1.B. *Intent and purpose.* This chapter is intended to be consistent with the Martin County Comprehensive Growth Management Plan. This chapter shall afford maximum opportunity, consistent with the sound needs of the County as a whole, to the rehabilitation or redevelopment of the community redevelopment areas by private enterprise.

39.1.C. *Definitions.* The following definitions shall apply to this chapter:

Agency shall mean the Martin County Community Redevelopment Agency.

Blighted area means either:

1. An area in which there are a substantial number of slum, deteriorated, or deteriorating structures and conditions that lead to economic distress or endanger life or property by fire or other causes or one or more of the following factors which substantially impairs or arrests the sound growth of a county or municipality and is a menace to the public health, safety, morals, or welfare in its present condition and use:
    a. Predominance of defective or inadequate street layout;
    b. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
    c. Unsanitary or unsafe conditions;
    d. Deterioration of site or other improvements;
    e. Inadequate and outdated building density patterns;
    f. Tax or special assessment delinquency exceeding the fair value of the land;
    g. Inadequate transportation and parking facilities; and
    h.

Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or

2. An area in which there exists faulty or inadequate street layout, inadequate parking facilities, or roadways, bridges, or public transportation facilities incapable of handling the volume of traffic flow into or through the area, either at present or following proposed construction.

However, for purposes of qualifying for the tax credits authorized in F.S. ch. 220, "blighted area" means an area described in paragraph 1.

Board shall mean the Martin County Board of County Commissioners.

Capital Improvement Element shall mean the element of the Martin County Comprehensive Growth Management Plan that is intended to identify public facilities, having a useful life expectancy of three or more years, that will be required to meet the needs of the County's future population, including the cost of the facilities and the sources of revenues that will be used to fund the facilities. These facilities shall include, but not be limited to: land, improvements to land, structures (including design, permitting, and construction), initial furnishings and selected equipment.

Community redevelopment or *redevelopment* means undertakings, activities, or projects of the County or Community Redevelopment Agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight, or for the reduction or prevention of crime, or for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, and may include slum clearance and redevelopment in a community redevelopment area or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and economically distressed, or rehabilitation or conservation in a community redevelopment area, or any combination or part thereof, in accordance with a community redevelopment plan, and may include the preparation of such a plan.

Community redevelopment agency (agency). See Martin County Community Redevelopment Agency.

Community redevelopment area means an area, located within the Primary Urban Service District, which is one or a combination of the following: a slum area, a blighted area, or an area in which there is a shortage of housing that is affordable to residents of low or moderate income, including the elderly, or a coastal and tourist area that is deteriorating and economically distressed due to outdated building density patterns, inadequate transportation and parking facilities, faulty lot layout or inadequate street layout, which the governing body designates as appropriate for community redevelopment. Community Redevelopment Areas shall be designated on the Future Land Use Map.

Community redevelopment plan shall mean a plan, as it exists from time to time, for a designated community redevelopment area.

Comprehensive Plan shall mean the Martin County Comprehensive Growth Management Plan, as such plan may be amended from time to time.

Martin County Community Redevelopment Agency or *agency* means the public agency designated pursuant to F.S. § 163.356. The Martin County Community Redevelopment Agency area shall have the coterminous boundaries of the designated Community Redevelopment Areas.

Neighborhood Advisory Committee or *NAC* shall mean a committee appointed by the Board of County Commissioners to act in an advisory capacity to the Community Redevelopment Agency for a particular community redevelopment area.

Real property means all lands, including improvements and fixtures thereon, and property of any nature appurtenant thereto or used in connection therewith, and every estate, interest, right, and use, legal or equitable, therein, including, but not limited to, terms for years and liens by way of judgment, mortgage, or otherwise.

Slum area means an area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age, or obsolescence; inadequate provision for ventilation, light, air, sanitation, or open spaces; high density of population and overcrowding; the existence of conditions which endanger life or property by fire or other causes; or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime and is detrimental to the public health, safety, morals, or welfare.

Related activities means:

1. Planning work for the preparation of a general neighborhood redevelopment plan or for the preparation or completion of a community-wide plan or program pursuant to F.S. § 163.365.
2. The functions related to the acquisition and disposal of real property pursuant to F.S. § 163.370.
3. The development of affordable housing for residents of the area.
4. The development of community policing innovations.

Sustainable Vision Plan shall mean the adopted 2020 Vision for a Sustainable Martin County.

Taxing authority or *public body* means the State or any county, municipality, authority, special district as defined in F.S. § 165.031, or other public body of the State, except a school district. The term "taxing authority" or "public body" shall not include any of the foregoing that are exempt from the provisions of F.S. ch. 163, pt. III, by special act of the Florida Legislature, or that are otherwise exempt.

(Code 1974, § 7 1/3 -1; Ord. No. 517, pt. 1, § 7 1/3 -1, 6-24-1997; Ord. No. 536, pt. 1(A), 12-8-1998; Ord. No. 615, pt. 1(7 1/3 -1), 5-28-2002; Ord. No. 860, pt. 1, 3-30-2010; Ord. No. 923, pt. 1, 12-18-2012; Ord. No. 932, pt. 1, 8-6-2013; Ord. No. 1015, pt. 1, 12-13-2016)

Sec. 39.2. - Appointment to Agency.

39.2.A. The Board of County Commissioners of Martin County, shall appoint a Community Redevelopment Agency (Agency) in accordance with F.S. § 163.356. The appointment of members to the Agency, eligibility and their length of term shall be as provided in this Section.

39.2.B. The Community Redevelopment Agency shall constitute a legal entity, separate, distinct, and independent from the Board of County Commissioners.

39.2.C. The Community Redevelopment Agency shall consist of seven members. The Agency shall be made up of one member representing each of the following community redevelopment areas; Golden Gate, Hobe Sound, Jensen Beach, Old Palm City, Rio and Port Salerno and one member "at large" from within a community redevelopment area.

39.2.D. In order for a person to qualify for membership in the Agency, the person must either:

1. Reside in the community redevelopment area; or

2. Be a resident of Martin County and engage in a business within the area of operation of the community redevelopment area, which means:
   a. Owning a business; or
   b. Practicing a profession; or
   c. Performing a service for compensation; or
   d. Serving as an officer or director of a corporation or other business entity so engaged; or
3. Be a resident of Martin County and own real property within a mile of the community redevelopment area; and
4. Have served as Chair of the Neighborhood Advisory Committee in the community redevelopment area they are to represent as a member of the Agency. The "at large" member shall have served as a member of the Neighborhood Advisory Committee, but is not required to have served as Chair.

39.2.E. The term of each member shall be determined at the time of their appointment. At the initial appointment to the Agency the terms of office of the members shall be for four years, except that three of the members first appointed shall be designated to serve terms of one, two, and three years, respectively, from the date of their appointments. Following the initial appointment, members shall be designated to serve for terms of four years from the date of their appointments, except the "at large" member position which is a term of two years. A vacancy occurring during a term shall be filled for the unexpired term. Each member shall hold office until his or her successor has been appointed and has qualified.

39.2.F. The Board of County Commissioners shall designate a chair and vice-chair of the Community Redevelopment Agency from among the members of the Agency, who shall serve as the officers of the Agency, at the direction of the entire Agency.

39.2.G. The Community Redevelopment Agency may employ or retain its own legal counsel for such legal services as it requires within the approved budget.

39.2.H. The Community Redevelopment Agency shall be governed by the applicable sections of F.S. ch. 163, pt. III, Community Redevelopment.

(Code 1974, § 7 1/3 -2; Ord. No. 517, pt. 1, § 7 1/3 -3, 6-24-1997; Ord. No. 860, pt. 1, 3-30-2010; Ord. No. 923, pt. 1, 12-18-2012; Ord. No. 932, pt. 1, 8-6-2013; Ord. No. 1015, pt. 1, 12-13-2016; Ord. No. 1076, pt. 1, 8-14-2018)

Sec. 39.3. - Powers and duties.

39.3.A. *Authorized actions.*

1. The Community Redevelopment Agency is authorized to carry out all community redevelopment and related activities specified in F.S. § 163.370, with the exception of the powers specifically enumerated in F.S. § 163.358, which shall be retained by the Board of County Commissioners.
2. The Community Redevelopment Agency is authorized to identify community redevelopment areas within the unincorporated area and within the Primary Urban Service District, of the County, and such areas shall be the focus of redevelopment activities by the agency. The identification of community redevelopment areas shall not prevent other neighborhoods within the County, who do not wish to be a part of the community redevelopment area, from soliciting redevelopment funds from sources other than the redevelopment trust fund of the Board of County Commissioners.
    a. Community redevelopment areas shall not become official target areas for redevelopment activities unless and until the Board of County Commissioners adopts the community redevelopment plan of a particular community redevelopment area, according to the requirements of F.S. § 163.360.
    b. The community redevelopment plan for every community redevelopment area shall be prepared in conformance with Martin County's adopted small area planning process (adopted by the Board of County Commissioners, May 1996), or other similar process that provides for public participation in the formulation of said community redevelopment plan.
3. Development of a countywide community redevelopment plan.
    a. The Agency shall review and recommend modifications of the countywide community redevelopment plan to be approved by the Board. The countywide community redevelopment plan shall guide creation of component community redevelopment plans. The countywide community redevelopment plan shall be consistent with:
        (1) F.S. §163.365(2);
        (2) The Martin County Comprehensive Growth Management Plan.

(3) The 2020 Sustainable Vision Plan.

(4) The Martin County Septic to Sewer Plan.

(5) The Martin County Capital Improvements Plan for Roads.

(6) The Martin County Stormwater/Water Quality Needs Assessment.

b. The countywide community redevelopment plan may include, but is not limited to:

(1) An outline of community redevelopment activities anticipated;

(2) A general framework for preparation of community redevelopment plans;

(3) The programs and activities for rehabilitation and improvement of property;

(4) A determination of resources needed and available to renew slum or blighted areas, and types of actions contemplated, including development of affordable housing, if needed and appropriate for the slum or blighted area; and

(5) Guidelines for creating additional neighborhood planning areas and community redevelopment areas.

39.3.B. *Funding.*

1. *Provision of funding.* The Community Redevelopment Agency may provide funding, as revenue allows, to carry out redevelopment activities within designated community redevelopment areas. Funding of identified redevelopment activities shall be included in the County's Capital Improvements Plan upon approval by the Board of County Commissioners.

2. *Redevelopment trust fund.*

a. A redevelopment trust fund shall be established, in accordance with F.S. § 163.387. Funds allocated to and deposited into this fund shall be used by the agency to finance or refinance any community redevelopment it undertakes pursuant to the approved community redevelopment plan. The agency may not receive or spend any increment revenues pursuant to this section unless and until the board has, by ordinance, provided for the funding of the redevelopment trust fund for the duration of the community redevelopment plan. Such ordinance may be adopted only after the board has approved a community redevelopment plan. The

annual funding of the redevelopment trust fund shall be in an amount not less than that increment in the income, proceeds, revenues, and funds of each taxing authority derived from or held in connection with the undertaking and carrying out of community redevelopment under this part. Such increment shall be determined annually and shall be: (i) that amount equal to 95 percent of the difference between paragraphs 39.3.B.2.a(1) and 39.3.B.2.a(2) below or (ii) an amount between 95 percent and 50 percent of the difference between paragraphs 39.3.B.2.a (1) and 39.3.B.2.a(2) below, but in no event shall such amount be less than 50 percent of such difference:

(1) The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the community redevelopment area; and

(2) The amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the community redevelopment area as shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.

b. Moneys in the redevelopment trust fund may be expended from time to time for the following purposes, when directly related to financing or refinancing of redevelopment in a community redevelopment area pursuant to an approved community redevelopment plan:

(1) Administrative, legal and overhead expenses necessary or incidental to the implementation of a community redevelopment plan adopted by the agency.

(2) Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the board or the agency for such expenses incurred before the community redevelopment plan was approved and adopted.

(3) The acquisition of real property in the community redevelopment

area.

(4) The clearance and preparation of any redevelopment area for redevelopment and relocation of site occupants as provided in F.S. § 163.370.

(5) The repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness.

(6) All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of agency bonds, bond anticipation notes, or other form of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness.

(7) The development of affordable housing within the community redevelopment area.

(8) The development of community policing innovations.

c. On the last day of the fiscal year of the agency, any money which remains in the trust fund after the payment of expenses pursuant to this chapter for such year shall be:

(1) Returned to each taxing authority which paid the increment in the proportion that the amount of the payment of such taxing authority bears to the total amount paid into the trust fund by all taxing authorities within the community redevelopment area for that year;

(2) Used to reduce the amount of any indebtedness to which increment revenues are pledged;

(3) Deposited into an escrow account for the purpose of later reducing any indebtedness to which increment revenues are pledged; or

(4) Appropriated to a specific redevelopment project pursuant to an approved community redevelopment plan which project will be completed within three years from the date of such appropriation.

3. *Fiscal year and budget.*

a. The agency shall adopt a fiscal year which will coincide with the fiscal

year of the County.

b. The agency shall prepare and submit its annual budget to the board for approval in accordance with the policies and deadlines set for departments of the County in the preparation of the County's annual budget. Such agency budget shall also specify all anticipated sources of revenues and estimated amounts. The agency shall not appropriate, encumber or spend any funds unless provided for in its budget as approved by the board, nor shall it modify its budget, beyond those modifications allowed other departments, without approval of the board.

4. *Other incentives to private investment.* The agency shall investigate other funding or financing mechanisms that will provide incentives to private investment. Such mechanisms shall require adoption, by resolution, by the Board of County Commissioners. These categorical mechanisms shall include, but not be limited to:

   a. Land/site development, development assistance.

   b. Permitting incentives.

   c. Business development assistance.

5. *Report of agency's activities; publication of notice.* Pursuant to F.S. § 163.356, the agency shall file with the board and with the Auditor General, on or before March 31 of each year, a report of its activities for the preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of such fiscal year. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that such report has been filed with the County and that the report is available for inspection during business hours in the office of the County Clerk, Board of County Commissioners, and in the office of the agency.

6. *Employment of agents and employees.* The board may establish an office or department, to be called the Community Development Office or Department, which may employ a manager or director, technical experts, and such other agents and employees, permanent and temporary, as it requires, and determine their qualifications, duties, and compensation. Employees of the

agency shall serve under the direction of the County Administrator and compensation therefor shall be in accordance with the County's established pay and classification plan.

7. *Regular meetings.* The agency shall hold a regular meeting at least four times each fiscal year on a day, at a time and place to be designated from time to time by the agency.
8. *Workshop and special meetings.* Workshop and special meetings of the agency may be called at any time and place as determined by the Chair and staff.
9. *Notice and procedures of meetings.* Notice of all regular, workshop and special meetings shall be provided to the public, appropriate County officials and the news media. Such notice shall be provided in accordance with the Rules of Procedure as adopted by the Board of County Commissioners and as amended from time to time. Meetings shall be organized and conducted in accordance with the Rules of Procedure as adopted by the Board of County Commissioners and as amended from time to time.

(Code 1974, § 7 1/3 -3; Ord. No. 517, pt. 1, § 7 1/3 -4, 6-24-1997; Ord. No. 571, pt. I, § 7 1/3 -3, 6-13-2000; Ord. No. 615, pt. 1(7 1/3 -3), 5-28-2002; Ord. No. 860, pt. 1, 3-30-2010; Ord. No. 923, pt. 1, 12-18-2012; Ord. No. 932, pt. 1, 8-6-2013; Ord. No. 1015, pt. 1, 12-13-2016)

Cross reference— Finance and taxation, ch. 71.

Sec. 39.4. - Neighborhood planning.

39.4.A. *Neighborhood advisory committees.*

1. *Creation and appointment.*
   a. The Board of County Commissioners (board) will establish a Neighborhood Advisory Committee based upon availability of applicants to serve on such committee, to act in an advisory capacity to the agency, for each of the Community Redevelopment Areas, as follows:

      Golden Gate Neighborhood Advisory Committee

      Hobe Sound Neighborhood Advisory Committee

      Jensen Beach Neighborhood Advisory Committee

Old Palm City Neighborhood Advisory Committee

Port Salerno Neighborhood Advisory Committee

Rio Neighborhood Advisory Committee

b. The Board of County Commissioners shall have final appointment authority and will appoint, by resolution, members of the Neighborhood Advisory Committees, after solicitation of resumes. Each Neighborhood Advisory Committee shall be composed of a minimum of five and a maximum of nine individuals who are either:

i. a resident of the respective Community Redevelopment Area, as evidenced by being a registered voter in the respective Community Redevelopment Area for at least one year; or

ii. a resident of Martin County, as evidenced by being a registered voter in Martin County for at least one year, who is also a business owner of a business located within the respective Community Redevelopment Area; or

iii. a resident of Martin County, as evidenced by being a registered voter in Martin County for at least two years, who is also a senior manager of a business located within the respective Community Redevelopment Area; or

iv. a resident of Martin County, as evidenced by being a registered voter in Martin County for at least one year, who also owns real property within a mile of the respective Community Redevelopment Area.

No more than two members of any respective Neighborhood Advisory Committee will be appointed from category iv. above.

c. A majority of the membership of a Neighborhood Advisory Committee shall constitute a quorum.

2. *Terms and duties.*

a. The terms of office of the committee members shall be for four years, except that three of the members first appointed shall be designated to serve terms of one, two, and three years, respectively, from the date of

their appointments, and all other members shall be designated to serve for terms of four years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term.

b. All members appointed by the board to serve on neighborhood advisory committees are expected to attend each and every meeting of the committee. If a member is absent from three meetings of the committee within a 12-month period, said member is automatically removed from the neighborhood advisory committee, but may apply for re-appointment by the Board of County Commissioners. There will be no excused absences and special meetings count.

c. Each committee shall assist in the preparation and modification of the required community redevelopment plan for its particular designated community redevelopment area. The completed community redevelopment plan shall be presented to the Community Redevelopment Agency for review and approval prior to presentation to the board. The final community redevelopment plan shall be adopted by the board.

d. In addition to providing advice and recommendations to the Community Redevelopment Agency on the implementation of an adopted Community Redevelopment plan, each committee shall work towards consensus to provide advice and recommendations to the Community Redevelopment Agency, to the extent permitted by the development review process, grant deadlines or other similar time constraints, regarding the following:

1. Proposed amendments and modifications to a Community Redevelopment Plan.
2. Development applications within its Community Redevelopment Area that are classified as major applications under the provisions of the Martin County Land Development Regulations.
3. The prioritization of community redevelopment capital projects.
4. Any other matters as directed by the Board of County Commissioners or the Agency.

39.4.B. *Community redevelopment plans.*

1. All community redevelopment plans shall be subject to implementation under conditions set forth in F.S. ch. 163, and the remainder of this section.
2. The community redevelopment plan for each community redevelopment area may be implemented by the adoption of an overlay zoning district, or other appropriate zoning code, which will set forth the zoning standards necessary to accomplish the redevelopment goals and objectives of the community redevelopment plan.
3. The community redevelopment plan for each community redevelopment area shall:
    a. Conform to F.S. § 163.360;
    b. Conform to the Comprehensive Growth Management Plan for the County; and
    c. Conform to the 2020 Sustainable Vision Plan.
    d. Indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the Community Redevelopment Area; zoning and planning changes, if any; land uses; maximum densities; building requirements; and provide for the development of affordable housing, or state the reasons for not addressing in the plan the development of affordable housing in the area.
    e. Prior to submitting a proposed new community redevelopment plan for a community redevelopment area to the board for final approval, the agency shall submit such plan to the local planning agency of the county for review and recommendation as to its conformity with the Comprehensive Plan for the development of the County as a whole. The local planning agency shall submit its written recommendations with respect to the conformity of the proposed community redevelopment plan to the agency within 60 days after receipt of the plan for review. Upon receipt of the recommendations of the local planning agency, or, if no recommendations are received in such 60 days, then without such recommendations, the agency may proceed with its consideration of the proposed community redevelopment plan.
    f.

The agency shall submit any community redevelopment plan it recommends for approval, together with its written recommendations, to the board and to each taxing authority that levies ad valorem taxes on taxable real property contained within the geographic boundaries of the redevelopment area. The board shall then proceed with the public hearing on the proposed community redevelopment plan as prescribed herein.

g. The board shall hold a public hearing on a community redevelopment plan after public notice thereof by publication in a newspaper having a general circulation in the area of operation of the county or municipality. The notice shall describe the time, date, place, and purpose of the hearing, identify generally the community redevelopment area covered by the plan, and outline the general scope of the community redevelopment plan under consideration.

h. Following such hearing, the board may approve the community redevelopment plan if it finds that:

(1) The community redevelopment plan conforms to the Comprehensive Plan for the County as a whole;

(2) The community redevelopment plan gives due consideration to the utilization of community policing innovations, and to the provisions of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of the children residing in the general vicinity of the site covered by the plans;

(3) The community redevelopment plan will afford maximum opportunity, consistent with the sound needs of the county as a whole, for the rehabilitation or redevelopment of the area by private enterprise;

(4) A feasible method exists for the location of families who will be displaced from the community redevelopment area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families; and

(5)

The community redevelopment plan and resulting revitalization and redevelopment for a coastal tourist area that is deteriorating and economically distressed will reduce or maintain evacuation time, as appropriate, and ensure protection for property against exposure to natural disasters.

i. Upon approval by the board of a community redevelopment plan for a community redevelopment area or of any modification thereof, such plan or modification shall be deemed to be in full force and effect for the respective community redevelopment area, and the board may then cause the agency to carry out such plan or modification in accordance with its terms.

j. Notwithstanding any other provisions of this section, when the board certifies that an area is in need of redevelopment or rehabilitation as a result of an emergency, under F.S. § 252.34(3), with respect to which the governor has certified the need for emergency assistance under federal law, that area may be certified as a "blighted area," and the board may approve a community redevelopment plan and community redevelopment with respect to such area without regard to the provisions of this section requiring a general plan for the County and a public hearing on the community redevelopment.

k. Modifications to the community redevelopment plan shall meet the criteria of F.S. § 163.361.

4. Contents of the community redevelopment plan for each community redevelopment area shall:

a. Contain a legal description of the boundaries of the community redevelopment area and the reasons for establishing such boundaries shown in the plan.

b. Show by diagram and in general terms:

(1) The approximate amount of open space to be provided and the street layout.

(2) Limitations on the type, size, height, number, and proposed use of buildings.

(3) The approximate number of dwelling units.

(4) Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.

c. If the community redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

d. Identify specifically any publicly funded capital projects to be undertaken within the community redevelopment area.

e. Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan.

f. Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the board deems necessary to effectuate the purposes of this ordinance.

g. Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.

h. Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the elderly or if the plan is not intended to remedy such shortage, the reasons therefor.

i. Contain a detailed statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the agency or the county proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment revenues.

j.

Provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 years after the fiscal year in which the plan is approved or adopted or amended pursuant to F.S. §163.361(1). Additional time may be added to a redevelopment plan consistent with F.S. §§163.361, 163.362, and 163.387, not to exceed 60 years after the fiscal year in which the plan was initially approved or adopted or for a plan initially approved or adopted after July 1, 2002, not to exceed 40 years after such approval or adoption.

(Code 1974, § 7 1/3 -4; Ord. No. 517, pt. 1, § 7 1/3 -5, 6-24-1997; Ord. No. 536, pt. 1(B), 12-8-1998; Ord. No. 615, pt. 1(7 1/3 -4), 5-28-2002; Ord. No. 860, pt. 1, 3-30-2010; Ord. No. 923, pt. 1, 12-18-2012; Ord. No. 932, pt. 1, 8-6-2013; Ord. No. 1015, pt. 1, 12-13-2016; Ord. No. 1076, pt. 1, 8-14-2018; Ord. No. 1091, pt. 1, 1-29-2019)

Sec. 39.5. - Redevelopment trust fund.

39.5.A. *Redevelopment trust fund established.* Pursuant to the provisions of F.S. § 163.387, a redevelopment trust fund is hereby established. Separate accounts shall be established within the redevelopment trust fund for each approved community redevelopment area.

39.5.B. *Funding of the redevelopment trust fund.*

1. The redevelopment trust fund shall be funded annually for the duration of all approved community redevelopment plans through increment revenues in an amount established annually by resolution of the Board of County Commissioners pursuant to the provisions of F.S. § 163.387 and section 39.3 of this chapter.
2. A base year of 1999 taxable values shall be used for calculation of increment revenues for the Jensen Beach and Port Salerno community redevelopment areas. A base year of 2000 taxable values shall be used for calculation of increment revenues for the Rio and Hobe Sound community redevelopment areas. A base year of 2002 taxable values shall be used for calculation of increment revenues for the Golden Gate and Old Palm City community redevelopment areas. Base years shall be established by resolution of the Board of County Commissioners for all community redevelopment areas approved after the effective date of this section 39.5.

(Ord. No. 571, pt. I, § 7 1/3 -5, 6-13-2000; Ord. No. 1015, pt. 1, 12-13-2016; Ord. No. 1076, pt. 1, 8-14-2018)

MARTIN COUNTY
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For immediate release: December 9, 2024
Contact: Donna Gordon, Administration, 772.288.5756 or dgordon@martin.fl.us

Golden Gate, Hobe Sound, Port Salerno & Rio Neighborhood Advisory Committee Vacancies

The Martin County Board of County Commissioners is seeking applications from individuals interested in volunteering to serve on the **Golden Gate, Hobe Sound, Port Salerno, and Rio Neighborhood Advisory Committees** (NAC). The Committee makes recommendations to the Martin County Community Redevelopment Agency (CRA) regarding implementation of each area's Community Redevelopment Plan. All individuals serve without compensation and are requested to apply for Appointment to Martin County Administration **by Friday, January 10**, 2025. For an Application, please call Martin County Administration at 288.5756 or email dgordon@martin.fl.us.

To qualify, you must be an individual who is either:

i. A resident of the respective Community Redevelopment Area, as evidenced by being a registered voter in the respective Community Redevelopment Area for at least one year, or
ii. A resident of Martin County, as evidenced by being a registered voter in Martin County for at least one year, who is also a business owner of a business located within the respective Community Redevelopment Area; or
iii. A resident of Martin County, as evidenced by being a registered voter in Martin County for at least two years, who is also a senior manager of a business located within the respective Community Redevelopment Area; or
iv. A resident of Martin County, as evidenced by being a registered voter in Martin County for at least one year, who also owns real property within a mile of the respective Community Redevelopment Area. No more than two members of any respective Neighborhood Advisory Committee will be appointed from category iv. above. There are already 2 members on the Golden Gate NAC in this category.

Golden Gate meetings are typically held on the first Monday of every other month at 6pm at the Cassidy Community Center. Next meeting is February 3.
Hobe Sound meetings are typically held on the second Wednesday of every other month at 6pm at the Hobe Sound Community Center. Next meeting is January 8.
Port Salerno meetings are typically held on the second Thursday of every other month at 6pm at the Port Salerno Civic Center. Next meeting is December 12.
Rio meetings are typically held on the fourth Thursday of every other month at 6pm at the Log Cabin Senior Center. Next meeting is January 23 but at the Vince Bocchino Community Center.

All members are expected to attend every committee meeting. If a member is absent from three meetings of the Committee within a 12-month period, said member is automatically removed from the Committee but may apply for re-appointment by the Board.
Florida Law prohibits an advisory board member from doing business with its agency (the County). Section 112.313(3) and (7), Fla. Stat.

~**end**~DG/ADM

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 25-2.x

A RESOLUTION PERTAINING TO THE APPOINTMENT OF MEMBERS TO A NEIGHBORHOOD ADVISORY COMMITTEE

WHEREAS, the Martin County Board of County Commissioners, pursuant to Martin County Code Section 7 1/3-5, as amended by Section 39.4.A. provided for the creation of Neighborhood Advisory Committees; and the required qualifications of Neighborhood Advisory Committee members; and

WHEREAS, Section 39.4.A.1.b., Martin County Code, sets forth the number of members of Neighborhood Advisory Committees as five to nine members; and

WHEREAS, by Resolution 18-9.29, the Board of County Commissioners established the number of members of each Neighborhood Advisory Committee; and

WHEREAS, in accordance therewith, the Neighborhood Advisory Committees were established; and

WHEREAS, the Board of County Commissioners solicited applications and has selected the individuals who meet the described qualifications and are aware of the purpose, duties, and responsibilities of service on the Neighborhood Advisory Committee.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners hereby appoints the following to serve on the Neighborhood Advisory Committee for terms as listed below:

COMMITTEE & MEMBER NAME	TERM BEGINS	TERM ENDS
Golden Gate Neighborhood Advisory Committee		
name	February 11, 2025	January 28, 2027
name	February 11, 2025	February 10, 2029
Hobe Sound Neighborhood Advisory Committee		
Michael A. Banas	February 21, 2025	February 20, 2029
Susan Butler	February 11, 2025	September 11, 2026
Port Salerno Neighborhood Advisory Committee		
name	February 21, 2025	February 20, 2029
name	February 21, 2025	February 20, 2029
name	February 21, 2025	February 20, 2029
Rio Neighborhood Advisory Committee		
name	February 11, 2025	November 1, 2025
name	February 11, 2025	September 11, 2027

Duly adopted this 11th day of February 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

_____
SARAH HEARD, CHAIR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
SARAH W. WOODS, COUNTY ATTORNEY

APPLICATION FOR APPOINTM[illegible] NEIGHBORHOOD ADVISORY [illegible] SE PRINT

☐ Jensen Beach
☐ Rio

resident, prop owner & reg voter since 2004

Type of Me[illegible]y:

☒ A resident o[illegible] community Redevelopment Agency (CRA), as evidenced by being a registered voter i[illegible]ective CRA for at least one year, or

☐ A resident of Martin [illegible]nty, as evidenced by being a registered voter in Martin County for at least one year, who is also a business owner of a business located within the respective CRA; or

☐ A resident of Martin County, as evidenced by being a registered voter in Martin County for at least two years, who is also a senior manager of a business located within the respective CRA; or

☐ A resident of Martin County, as evidenced by being a registered v[illegible]in County for at least one year, who also owns real property within a mile of the respect[illegible]e CRA

RECEIVED
By Donna Gordon at 2:05 pm, Jan 07, 2025

☐ If a business owner/senior manager - ***name & physical address of business***: _____

☐ If a resident of Martin County owning real property within a mile of the respective the CRA – ***physical address of property other than your residence***: _____

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

Incumbent

Name: Michael A. Banas

Residence Address: 9205 S.E. Venus St. Hobe Sound, FL 33455
Street/City/Zip Code

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

Commission District in which you reside: 3 3dg Staff will complete.

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

Telephone numbers: daytime: 772 475 7169 alternate: _____ alternate: _____
~Area Codes are considered 772 unless you note otherwise.

EMAIL: Banas.M.9515@Gmail.com

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

TYPE OF OFFENCES: _____

DATES: _____

PLACES (city/state): _____

→ CONTINUED →

SENTENCES OR FINES: _____

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

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

Education: See Attached

Employment Experience: See Attached

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

Prior experience as H.S. NAC member/chairperson, Hobe Sound CRA rep.

Community Experience and Affiliations: Keep Martin Beautiful, Preserve Martin County, Natives Helping Natives

Other County Boards/Committees/Task Forces on which you have served: HS. NAC / CRA

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

REFERENCES: Please list two references:

See Attached

- Appointee may be required by State Law and County Ordinance to file a Financial Disclosure Statement as part of the appointment process.
- Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true. (Pursuant to Section 92.525 Florida Statutes, falsifying this application is a Third Degree Felony punishable by up to five years imprisonment and up to a $5,000 fine.)
- Florida law prohibits an advisory board member from doing business with its agency (the County). Section 112.313(3) and (7), Fla. Stat.

→ **Signature:** _____ Date: 1/7/2025

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, January 10**, 2025. **All information submitted becomes public record.** If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

Michael A. Banas

772-475-7169
Banas.M.951s@gmail.com

9205 SE Venus St.
Hobe Sound, FL 33455

QUALIFICATIONS

- FAA: CPL ASEL AMEL
- FAA: CFI ASEL
- FAA: Mechanic: Airframe, Powerplant, Inspection Authorization
- FAA: Class 2 Medical

PILOT CREDENTIALS

2,800 Total Hours	1,400 CFI	390 Tailwheel
2,700 PIC	1030 Cross Country (+50NM)	500 Multiengine

EXPERIENCE

Part 135 Charter Pilot, A&P Mechanic/IA 04/2023 to Present
Island Tyme | Port Saint Lucie, FL
Conduct charter flights from the Treasure Coast and Palm Beaches to the Bahamas
Assist Director of Maintenance in maintaining and upgrading company aircraft (PA-23-250)

A&P Mechanic/IA & Flight Instructor, 01/2018 to Present
Aircraft Mechanics and Management | Stuart, FL
Manage customer aircraft: annual inspections, major repairs/alterations, squawks.
Conduct personalized flight training and flight reviews
Many various Cessna, Piper, Beech, Mooney models

A&P Mechanic/Tailwheel and Aerobatic Instructor, 02/2016 to 12/2017
Treasure Coast Flight Training | Stuart, FL
A&P Mechanic: Engine changes, 100hour inspections, daily squawks
Flight instructor: tailwheel transition, basic aerobatics, CFI spin
8KCAB, CE-152/172/182, PA-28-181, PA-28R-200, PA34-200, BE76

Flight Instructor/Mechanic Apprentice/A&P Mechanic, 08/2011 to 01/2016
SunQuest Aviation | West Palm Beach, FL
Part 61 flight school conducting tailwheel and aerobatic training.
Assisted at school maintenance shop handling squawks and inspections.
CE-150/152/172/177/182, PA-18-105S, PA-28-181, B95, XL-2, 7GCBC

Flight Instructor, 11/2008 to 08/2011
Flight Training International | Stuart, FL
Part 61 flight school conducting flight reviews and initial training
CE-150/152, CE-172, BE23-B24R

EDUCATION

Bachelor of Science Aerospace Studies 2000-2005
Embry Riddle Aeronautical University | Daytona, FL

Airframe and Powerplant Course 2014
Baker's School of Aeronautics | Lebanon, TN

REFERENCES

Joe Brinker - 561-346-1656
Captain, A320 | American Airlines, KPHL

Andrés Duque - 704-298-9891
Captain, B737 | American Airlines, KMIA

Robert Jenkins - 772-263-2004
First Officer, A320 | United Airlines, KDCA

Mark Hogan - 561-339-6162
Captain, CE-525 |Executive Airlink, Inc., KPBI

APPLICATION FOR APPOINTMENT – MARTIN COUNTY NEIGHBORHOOD ADVISORY COMMITTEES – PLEASE PRINT

☐ Golden Gate ☒ Hobe Sound ☐ Jensen Beach resident & prop owner and reg voter since 2023
☐ Old Palm City ☐ Port Salerno ☐ Rio

Type of Member check all that apply:

☐ A resident of the respective Community Redevelopment Agency (CRA), as evidenced by being a registered voter in the respective CRA for at least one year, or
☐ A resident of Martin County, as evidenced by being a registered voter in Martin County for at least one year, who is also a business owner of a business located within the respective CRA; or
☐ A resident of Martin County, as evidenced by being a registered voter in Martin County for at least two years, who is also a senior manager of a business located within the respective CRA; or
☒ A resident of Martin County, as evidenced by being a registered voter in Martin County for at least one year, who also owns real property within a mile of the respective CRA.

☐ If a business owner/senior manager - ***name & physical address of business***: _____

_____

☐ If a resident of Martin County owning real property within a mile of the respective the CRA – ***physical address of property other than your residence***: _____

_____

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

Name: Susan Butler

Residence Address: 8942 SE Ceres Street, Hobe Sound, FL 33455
Street/City/Zip Code

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

Commission District in which you reside: 3dg Staff will complete.

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

_____

Telephone numbers: daytime: 610-246-3678 alternate: _____ alternate: _____
~Area Codes are considered 772 unless you note otherwise.

EMAIL: sue.butler@mac.com

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

TYPE OF OFFENCES: _____

DATES: _____

PLACES (city/state): _____

→ CONTINUED →

SENTENCES OR FINES: _____

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

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

Education: _____

Employment Experience: _____

_____

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

_____

Community Experience and Affiliations: While I have only been a resident for a short time, I have been working with the Historic Apollo Foundation since February 2024, and was elected Secretary in June.

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

_____

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

_____

REFERENCES: Please list two references:

Laurie Gaylord _____ SueEllen Milroy _____

- Appointee may be required by State Law and County Ordinance to file a Financial Disclosure Statement as part of the appointment process.
- Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true. (Pursuant to Section 92.525 Florida Statutes, falsifying this application is a Third Degree Felony punishable by up to five years imprisonment and up to a $5,000 fine.)
- Florida law prohibits an advisory board member from doing business with its agency (the County). Section 112.313(3) and (7), Fla. Stat.

→ **Signature:** Susan Rutter _____ Date: Jan 8, 2025

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, January 10**, 2025. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

SUSAN BUTLER

8942 SE Ceres St., Hobe Sound, FL 33455
610.246.3678
sue.butler@mac.com

Summary

Accomplished Wall Street business executive with over 20 years of experience working in Capital Markets at top Financial Services firms

Experience

V&V Consulting Group LLC - Miami Beach, FL
Compliance Consultant — Oct 2021-Jan 2024

- Assisted Founder and Principal with market and compliance consulting to banks, broker-dealers, investment advisors, family offices, and hedge funds

Chester County Voter Services - West Chester, PA
Judge of Elections — Apr 2010-May 2021

- Elected official with a 4-year term in local precinct
- Responsibilities include staffing and set-up of the voting booths, assist voters as needed, process and record all votes, prepare write-in sheets, supervise clerks, close the polls and prepare ballots and other materials for transport to the county

Meridian Wealth Partners - Blue Bell, PA
Client Associate / Office Administrator — June 2017-May 2019

- Post acquisition integration manager
- Responsibilities include: liaison to multiple departments within the bank
- Responsible for Wealth Management marketing within the bank
- General Administrative duties

Merrill Lynch - Wayne, PA
Financial Advisor — Feb 2003-Jun 2004

- Developed a successful retail client base leveraging former institutional and retail contacts bringing over $3 million in new business
- Performed consistently within the top 5 of regional peer group

GE Capital Corporation - Stamford, CT
Vice President, GECC Capital Markets Group, Inc. — Jan 1999-Jan 2001

- Developed strategic GECC relationships on the West Coast
- Funded GE core businesses by marketing 10 different Commercial Paper programs in excess of $500 million per day
- Completed Six Sigma Black Belt status
- Conducted annual client and new product launch events

New Learning Developments, Inc - New York, NY
Marketing Director — Jan 1998-Jan 1999

- Established the marketing infrastructure for a pre-IPO financial markets instructional design company

- Formatted the marketing material, oversaw the graphical and editorial content of digital material and established inventory controls and procedures
- Developed client base, conducted presentations and created proposals

Dresdner Kleinwort Benson, NA - New York, NY
Vice President, Institutional Sales Jan 1995-Jan 1998

- Launched the U.S. based Central Bank Sales Desk
- Funded $1 billion per day in Financing business and $5 billion per month in Treasury and Agency instruments within the bank's Primary Dealer Securities subsidiary
- Planned and conducted presentations and client events at industry conferences

Sanwa-BGK Securities (USA) Co., LP - New York, NY
Vice President, Institutional Sales Jan 1990-Jan 1995

- Increased revenue with existing clients by average of 20% per year with Client base consisting of Money Market Funds, State and Local Municipalities, Fortune 500 Corporations and Asset Managers
- Funded over $2 billion a day in financing business and $4 billion a month in cash products

Swiss Bank Corporation - New York, NY
Vice President, Capital Markets Jan 1988-Jan 1990

- Increased sales volume of money market instruments and bonds by 100% across US client base
- Broadened client base to include Money Market Funds, Municipalities, Corporations and Asset Managers
- Created a cross-training program to educate and train junior salespeople in the branch offices on various Fixed Income products

Morgan Stanley Dean Witter - New York, NY
Vice President, Institutional Sales Jan 1982-Jan 1988

- Developed a successful and diversified retail and mid-sized institutional client base marketing all products to clients including Corporate & Municipal bonds, Equities, Mutual Funds and Annuities
- Built an Institutional account base consisting of money managers, banks, corporations and insurance companies through marketing and financing Money Markets and U.S. Treasury and Agency securities
- Attained number one short term product salesperson and earned a Vice President title within two years

Volunteerism / Projects

- **Co-President of PTO**
- **Chair of multiple fundraising & donation committees**
- **Girl Scout Leader/Community events**
- **Business Manager for local Equestrian Farm**

APPLICATION FOR APPOINTMENT – MARTIN COUNTY NEIGHBORHOOD ADVISORY COMMITTEES – PLEASE PRINT

business owner & reg voter since 2003

☐ Golden Gate ☐ Hobe Sound ☐ Jensen Beach
☐ Old Palm City ☑ Port Salerno ☐ Rio

RECEIVED
By Donna Gordon at 2:14 pm, Jan 09, 2025

Type of Member check all that apply:

☐ A resident of the respective Community Redevelopment Agency (CRA), as evidenced by being a registered voter in the respective CRA for at least one year, or
☑ A resident of Martin County, as evidenced by being a registered voter in Martin County for at least one year, who is also a business owner of a business located within the respective CRA; or
☐ A resident of Martin County, as evidenced by being a registered voter in Martin County for at least two years, who is also a senior manager of a business located within the respective CRA; or
☐ A resident of Martin County, as evidenced by being a registered voter in Martin County for at least one year, who also owns real property within a mile of the respective CRA.

☑ If a business owner/senior manager - ***name & physical address of business:*** Casco Tools, Inc. 4786 SE Railway Ave, Stuart, FL. 34997

☐ If a resident of Martin County owning real property within a mile of the respective the CRA – ***physical address of property other than your residence:*** _____

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

Name: Gerald S. Cass (Casey) **Incumbent**

Residence Address: 2602 Se. St. Lucie Blvd., Stuart FL. 34996
Street/City/Zip Code

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

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

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

Telephone numbers: daytime: 772-631-1505 alternate: 772-220-9900 alternate: _____
~Area Codes are considered 772 unless you note otherwise.

EMAIL: CaseyC@Cascotools.Com

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

TYPE OF OFFENCES: N/A

DATES: N/A

PLACES (city/state): N/A

→ CONTINUED →

SENTENCES OR FINES: N/A

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 - Business

Employment Experience: Self Employed - Casco Companies owner
Dustless Eco Blasting - Owner. Ferreira Construction - VP

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

Community Experience and Affiliations: Save Our Salerno.

Other County Boards/Committees/Task Forces on which you have served:
Martin County Parks Recreation Advisory Board

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

REFERENCES: Please list two references:

Ed Campi Stacey Heatherington

- Appointee may be required by State Law and County Ordinance to file a Financial Disclosure Statement as part of the appointment process.
- Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true. (Pursuant to Section 92.525 Florida Statutes, falsifying this application is a Third Degree Felony punishable by up to five years imprisonment and up to a $5,000 fine.)
- Florida law prohibits an advisory board member from doing business with its agency (the County). Section 112.313(3) and (7), Fla. Stat.

→ **Signature:** [signature] Date: 1-9-2025

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, January 10**, 2025. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

APPLICATION FOR APPOINTMENT – MARTIN COUNTY NEIGHBORHOOD ADVISORY COMMITTEES – PLEASE PRINT

☐ Golden Gate ☐ Hobe Sound ☐ Jensen Beach
☐ Old Palm City ☒ Port Salerno ☐ Rio

prop & business owner & reg voter since 2008

Type of Member check all that apply:

☐ A resident of the respective Community Redevelopment Agency (CRA), as evidenced by being a registered voter in the respective CRA for at least one year, or

☒ A resident of Martin County, as evidenced by being a registered voter in Martin County for at least one year, who is also a business owner of a business located within the respective CRA; or

☐ A resident of Martin County, as evidenced by being a registered voter in Martin County for at least two years, who is also a senior manager of a business located within the respective CRA; or

☒ A resident of Martin County, as evidenced by being a registered voter in Martin County for at least one year, who also owns real property within a mile of the respective CRA.

☒ If a business owner/senior manager - ***name & physical address of business***: Fishhead Labs, LLC 4018 SE Salerno Rd, Unit A, Stuart FL 34997

☒ If a resident of Martin County owning real property within a mile of the respective the CRA – ***physical address of property other than your residence***: 4018 SE Salerno Rd, Unit A, Stuart FL 34997

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

Name: Susan Fogelson

Residence Address: 5658 SE Pine Ave, Stuart, FL 34997
Street/City/Zip Code

Mailing Address: 5658 SE Pine Ave, Stuart, FL 34997
(if different) Street/City/Zip Code

Commission District in which you reside: 4dg Staff will complete.

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

Telephone numbers: daytime: 813-773-4749 Business alternate: 305-394-0142 (cell) alternate: _____
~Area Codes are considered 772 unless you note otherwise.

EMAIL: SusanFogelsondvm@gmail.com

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

TYPE OF OFFENCES: _____

DATES: _____

PLACES (city/state): _____

→ CONTINUED →

SENTENCES OR FINES: _____

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

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

Education: B.S. University of MA, M.S. Auburn University, DVM University of FL, PhD/Residency University of Georgia

Employment Experience: See attached resume

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

Over the past 8 years in Martin County, I have provided support for small animal hospitals in the Port Salerno and Martin County areas as well as aquatic animal support for Martin County. I have helped entities such as FWC and the Florida Dept of Health compile community education materials on harmful algal blooms. My PhD focused on "One Health" and aquatic environments/animals all of which are a big part of Port Salerno's legacy. Not only am I a business and land owner here in Port Salerno, but I have over 20 years of vested intrest into keeping our community (humans, animals, and the environment) healthy. Part of my current position includes multidisciplanary collaboration bringing folks from different expertises together for a common goal and teaching the next generation of veterinarians. I hope to bring a new perspective to the board and encourage collaboration to reach a common vision.

Community Experience and Affiliations: Affiliations: Treasure Coast Veterinary Medical Assoc., Diplomate of the American College of Veterinary Pathologists, American Veterinary Medical Association, American Association of Fish Veterinarians, AAFV Student Advisory Board Chair

Other County Boards/Committees/Task Forces on which you have served: None to date

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

REFERENCES: Please list two references:

Andrew Burkett

Dr. Nancy Mettee

- Appointee may be required by State Law and County Ordinance to file a Financial Disclosure Statement as part of the appointment process.
- Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true. (Pursuant to Section 92.525 Florida Statutes, falsifying this application is a Third Degree Felony punishable by up to five years imprisonment and up to a $5,000 fine.)
- Florida law prohibits an advisory board member from doing business with its agency (the County). Section 112.313(3) and (7), Fla. Stat.

→ **Signature:** _____ Date: 1/8/2025

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, January 10**, 2025. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

Susan B. Fogelson

Stuart, FL 34997 | SusanFogelsondvm@gmail.com | P: 813-773-4749

EDUCATION:

PhD, University of Georgia, Athens, GA **2016**
Anatomic Pathology Residency, University of Georgia/Georgia Aquarium, Athens, GA **2015**
DVM, College of Veterinary Medicine University of Florida Gainesville, FL **2012**
MS, Fisheries and Allied Aquacultures, Auburn University, Auburn, AL **2007**
BS, Biology, Dept. of Biological Sciences University of MA, Amherst, MA **2000**

CERTIFICATIONS/LICENSES:

- Diplomate of the American College of Veterinary Pathologists
- Georgia Veterinary License #VET 009030
- Florida Veterinary License # VM 14128
- PADI Divemaster Certification

PROFESSIONAL EXPERIENCE:

Veterinary Pathology Consultant, Fishhead Labs LLC, Stuart, FL **8/15-present**

- Perform autopsy and histopathology of domestic, exotic, and aquatic animals
- Prepare, process, and stain tissues for histologic evaluation
- Perform health assessments of elasmobranchs and teleosts, prescribe treatment
- Support local officials through investigation of environmental health hazards, and potential disease outbreaks
- Capture and format photomicrographs for publication
- Prepare manuscripts for publication
- Develop research study protocols for evaluation of drugs, toxicology, environmental health, disease, and mortality studies
- Collect, compile, and interpret data
- Provide training to veterinary technicians and veterinarians on basic necropsy techniques and sample collection
- Manage accounts, client communication, and marketing
- Provide pathology CE for veterinarians

CEO, Fishhead Diagnostics Inc., Stuart, FL **6/18-present**

- Develop diagnostic testing assays for exotic animal disease surveillance
- Report nidovirus, OPMV, and fecal testing results
- Develop and provide educational support for exotic animal breeders, keepers, and veterinarians
- Manage accounts, client communication, and marketing

Adjunct Professor, Florida Atlantic University **10/20-present**

- Graduate student committee member
- Consultation on aquatic animal disease diagnosis, histological techniques, and pathological processes

Guest Lecturer, U. of Florida, Gainesville, FL **2/19-present**

- Introduction to Fish and Aquatic Invertebrate Histological Interpretation
- Histology of the fish nervous system and special senses
- Aquatic Wildlife Health Issues

Locum Veterinary Pathologist, U. of Florida, Gainesville, FL **10/17-present**

- Clinical instructor for necropsy
- Perform autopsy and diagnose cause of death for veterinary species
- Teach veterinary students and residents general pathology, autopsy, and histopathology techniques
- Compile and edit diagnostic reports for the pathology service at the College of Veterinary Medicine

Veterinary Pathology Resident, U. of Georgia and The Georgia Aquarium, Athens, GA **7/12-10/16**

- Perform autopsy and histopathology of domestic, exotic, lab, and aquatic animals
- Investigate Syngnathid immunology, anatomy, and histopathology in response to *Mycobacterium chelonae-abscessus* complex infection
- Characterize *M. chelonae-abscessus* complex isolates from aquatic, terrestrial, and humans by molecular techniques, colony morphology, and antimicrobial susceptibilities
- Teach veterinary students general pathology, autopsy, and histopathology techniques

Aquavet III Instructor, University of Georgia/Georgia Aquarium, Athens, GA **7/14, 7/15, 7/16**

- Instruct veterinary students in turtle and fish autopsy techniques
- Discuss aquatic animal diseases, gross lesions, and routine sampling techniques for accurate diagnosis

Volunteer Veterinarian, Atlanta, GA and University of Florida, Roatan, Honduras **7/13-7/15**

- HSUS Pets for Life weekend low cost vaccination clinic in Atlanta, GA
- Spay/Neuter veterinarian for LifeLine event in Dekalb, GA
- Veterinary instructor for Students for International Veterinary Opportunities, UF spay/neuter clinic, Roatan, Honduras

Summer Intern FDA Center for Veterinary Medicine Aquaculture Section, Rockville, MD **5/09-7/09**

- Review data for new animal drug submissions for aquacultured animals
- Develop educational information regarding the FDA and their role in the approval of drugs for aquacultured species

Biological Scientist I, FL Fish and Wildlife Animal Health, St. Petersburg, FL **6/07-8/08**

- Autopsy of wild and farm raised fish as well as aquatic birds
- Research diseases of blue crabs in Tampa bay by way of field collection
- Perform blood smears, wet mounts, bacteriology, and histology techniques
- Evaluate and report histologic changes in wild and captive fish
- Respond to bird and fish mortality events

Intern, UF Tropical Aquaculture Laboratory, Ruskin, FL **6/07-8/08**

- Perform autopsy, bacteriology, histopathology, and water quality for tropical ornamental fish species
- Learn techniques for treatment of aquatic animals.

Quality Control Chief, Shrimp Improvement Systems, Plantation Key, FL **1/04-6/04**

- Monitor and perform water quality for intensive aquaculture facility
- Propagate probiotics for shrimp culture
- Perform bacterial culture of shrimp hemolymph

Assistant Algae Manager, Shrimp Improvement Systems, Plantation Key, FL **10/02-1/04**

- Propagate algal cultures, collect data, assess algal condition, evaluate strains for production
- Prepare bacterial media, and present research to visiting graduate student groups

APPLICATION FOR APPOINTMENT – MARTIN COUNTY NEIGHBORHOOD ADVISORY COMMITTEES – PLEASE PRINT

☐ Golden Gate ☐ Hobe Sound ☐ Jensen Beach
☐ Old Palm City ☑ Port Salerno Rio

resident & prop owner – reg voter since 1989

Type of Member check all that apply:

☑ A resident of the respective Community Redevelopment Agency (CRA), as evidenced by being a registered voter in the respective CRA for at least one year, or
☐ A resident of Martin County, as evidenced by being a registered voter in Martin County for at least one year, who is also a business owner of a business located within the respective CRA; or
☑ A resident of Martin County, as evidenced by being a registered voter in Martin County for at least two years, who is also a senior manager of a business located within the respective CRA; or
☐ A resident of Martin County, as evidenced by being a registered voter in Martin County for at least one year, who also owns real property within a mile of the respective CRA.

☐ If a business owner/senior manager - ***name & physical address of business:*** _____

RECEIVED
By Donna Gordon at 7:42 am, Jan 06, 2025

☐ If a resident of Martin County owning real property within a mile of the respective the CRA – ***physical address of property other than your residence:*** _____

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

Incumbent

Name: Cathy Harvey

Residence Address: 5182 SE. Flounder Ave, Stuart, FL. 34997
Street/City/Zip Code

Mailing Address: SAME
(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: 7724757802 alternate: _____ alternate: _____
~Area Codes are considered 772 unless you note otherwise.

EMAIL: Cathyharvey94@Yahoo.com

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

TYPE OF OFFENCES: N/A

DATES: N/A

PLACES (city/state): N/A

→ CONTINUED →

SENTENCES OR FINES: N/A

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: High School Diploma - Some College

Employment Experience: Palm Bch County property Appraiser, DCF- Palm Beach, American Express, Amerifirst Bank

Other experience you feel would be helpful to the Board in making this appointment: Member of NAC Board since 2017

Community Experience and Affiliations: Save Our Salerno, Ship Task Force, Commercial Fisherman

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

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:

Ellen Asselin Jaime Rolle

- Appointee may be required by State Law and County Ordinance to file a Financial Disclosure Statement as part of the appointment process.
- Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true. (Pursuant to Section 92.525 Florida Statutes, falsifying this application is a Third Degree Felony punishable by up to five years imprisonment and up to a $5,000 fine.)
- Florida law prohibits an advisory board member from doing business with its agency (the County). Section 112.313(3) and (7), Fla. Stat.

→ **Signature:** Cathy E. Harvey Jr. Date: 1/4/25

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, January 10**, 2025. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

APPLICATION FOR APPOINTMENT – MARTIN COUNTY NEIGHBORHOOD ADVISORY COMMITTEES – PLEASE PRINT

☐ Golden Gate ☐ Hobe Sound ☐ Jensen Beach
☐ Old Palm City ☑ Port Salerno ☐ Rio

resident, prop owner & bus owner - reg voter since 2004

Type of Member check all that apply:

☑ A resident of the respective Community Redevelopment Agency (CRA), as evidenced by being a registered voter in the respective CRA for at least one year, or
☐ A resident of Martin County, as evidenced by being a registered voter in Martin County for at least one year, who is also a business owner of a business located within the respective CRA; or
☐ A resident of Martin County, as evidenced by being a registered voter in Martin County for at least two years, who is also a senior manager of a business located within the respective CRA; or
☑ A resident of Martin County, as evidenced by being a registered voter in Martin County for at least one year, who also owns real property within a mile of the respective CRA.

☐ If a business owner/senior manager - ***name & physical address:*** _____

RECEIVED
By Donna Gordon at 7:47 am, Jan 06, 2025

☑ If a resident of Martin County owning real property within a mile of the respective the CRA – ***physical address of property other than your residence:*** primary address within the CRA along with unassigned property in New Monrovia
Lots 1, 2, BLK 25
Lots 3, 4, BLK 25
Lots 5, 6, BLK 25
Lots 22, 23, 24, 25 BLK 25

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

Name: Jaime Rolle Taylor **Incumbent**

Residence Address: 5763 SE 47th Ave / Stuart / 34997
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: 407.808.1493 alternate: _____ alternate: _____
~Area Codes are considered 772 unless you note otherwise.

EMAIL: jaimerolle@aol.com

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

TYPE OF OFFENCES: _____

DATES: _____

PLACES (city/state): _____

→ CONTINUED →

SENTENCES OR FINES: _____

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

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

Education: _____

Employment Experience: _____

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

Community Experience and Affiliations: Volunteer when available for the Church of God (Port Salerno), Dance Academy of Stuart, New monrovia CDC

Other County Boards/Committees/Task Forces on which you have served: CRA board (Port Salerno)

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: Mr. Tony Anderson (Previous Martin County School board member) Mrs. Marion Carpenter (previous Martin County School principal)

- Appointee may be required by State Law and County Ordinance to file a Financial Disclosure Statement as part of the appointment process.
- Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true. (Pursuant to Section 92.525 Florida Statutes, falsifying this application is a Third Degree Felony punishable by up to five years imprisonment and up to a $5,000 fine.)
- Florida law prohibits an advisory board member from doing business with its agency (the County). Section 112.313(3) and (7), Fla. Stat.

→ **Signature:** Jaime Rolle Taylor Date: 1/5/25

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, January 10**, 2025. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

Jaime Rolle Taylor

5763 SE 47th Avenue

Stuart, FL 34997

(407) 808-1493

EDUCATION

West Virginia University, Morgantown, WV

Bachelor of Science in Physical Therapy: 1998

Master of Physical Therapy: 1999

Current Licensure: Florida

Previous Licensure: West Virginia, Ohio

HEALTHCARE WORK/EXPERIENCE

Independent Contractor: LifeCare Therapy Services (out-patient therapy provider) supervising and treating physical therapist; also marketing/networking responsibilities (Jan 2017 - Present); United Surgical Partners International Lead Physical Therapist (June 2020 – Present)

Independent Contractor: Palms Home Health Care, Aloha Home Health, Total Home Health, (January 2017-2019)

Brookdale Healthcare Services Director: Regional director for out-patient and HH services; oversight of managers; Treating and supervising therapist (April 2015 – December 2016)

Brookdale Therapy/Home Health: Ancillary Services Manager/Healthcare Services Manager and treating therapist for out-patient and home health care (January 2014 – April 2015)

Brookdale/Innovative Senior Care: Out-patient coordinator and supervising/treating Physical Therapist (April 2012 – December 2013)

Conficare Home Health Solutions: Evaluating/Supervising and treating Physical Therapist (2007 – 2012)

Florida Hospital Home Infusion: Evaluating/Supervising and treating Physical Therapist (2010 – 2012)

Community Home Health: Evaluating/Supervising and treating Physical Therapist (2006 – 2008)

Winter Park/Select Rehabilitation Center: Lead Physical Therapist for skilled nursing, long term care and out-patient services (2006 – 2008)

Outreach Senior Healthcare, Inc.: Rehab Area Manager, Supervising Physical Therapist for Comprehensive Out-patient Rehabilitation Facilities (2002 – 2007)

Outreach Programs, Inc.: Clinical Coordinator, Supervising Physical Therapist (1999 – 2002)

Pleasant Valley Home Health, Private Duty, and Hospice: Supervising Physical Therapist (January 1999 – December 1999)

Pleasant Valley Hospital: Acute care duties as a supervising Physical Therapist (January 1999 – December 1999)

Lakin Hospital: Physical Therapist at Hospital for the mentally challenged with physical impairments (twice a month 1999)

Overbrook Center: Contract work for rehabilitation services as a Physical Therapist (1999)

ACTVITIES/RESPONSIBILITIES

Oversight of Healthcare managers across 16 communities

Budget management with a history of exceeding expectations

Area manager within home health and out-patient settings

Clinical coordinator at various assisted living facilities

Lymphedema educated by the Academy of Lymphatic Studies

Vestibular balance training

Alter G bionic leg training

Lectures, exercise classes for FLA Hospital/National Parkinson's Foundations

Marketing, presenter in various settings

Case management with medical directors

Orientation representative/trainer

Quality assurance therapy team leader

Caseload/staffing management

HONORS/AWARDS

Research abstract published by the APTA (1998)

*References upon request

Port Salerno Neighborhood Advisory Committee

February 11, 2025

Appoint: 3

District 1 Commissioner **Vargas**	District 2 Commissioner **Hetherington**	District 3 Commissioner **Capps**	District 4 Commissioner **Heard**	District 5 Commissioner **Ciampi**
Mr. Gerald (Casey) Cass*	Mr. Gerald (Casey) Cass*	Mr. Gerald (Casey) Cass*	Mr. Gerald (Casey) Cass*	Mr. Gerald (Casey) Cass*
Dr. Susan Fogelson	Dr. Susan Fogelson	Dr. Susan Fogelson	Dr. Susan Fogelson	Dr. Susan Fogelson
Miss Cathy Harvey*	Miss Cathy Harvey*	Miss Cathy Harvey*	Miss Cathy Harvey*	Miss Cathy Harvey*
Ms. Jaime Rolle Taylor*	Ms. Jaime Rolle Taylor*	Ms. Jaime Rolle Taylor*	Ms. Jaime Rolle Taylor*	Ms. Jaime Rolle Taylor*

* = incumbent

The terms will begin February 21, 2025 and expire February 20, 2029.

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 25-0291 PH-1 **Meeting Date:** 2/11/2025

PLACEMENT: Public Hearings

TITLE:

LEGISLATIVE PUBLIC HEARING TO CONSIDER ADOPTION OF COMPREHENSIVE PLAN AMENDMENT 23-02, HOBE SOUND STORAGE, AMENDING THE FUTURE LAND USE MAP (FLUM) OF THE MARTIN COUNTY COMPREHENSIVE GROWTH MANAGEMENT PLAN (CGMP)

EXECUTIVE SUMMARY:

This is a request for a small-scale amendment to the FLUM on a ±4.01-acre parcel located on the east side of SE Federal Highway between south of SE Heritage Boulevard and north of SE Poinciana Lane. The request proposes to change the future land use designation from Medium Density Residential to General Commercial.

DEPARTMENT: Growth Management

PREPARED BY: **Name:** Amy Offenbach
Title: Planner

REQUESTED BY: Thomas Engineering Group LLC on behalf of the owner, Employees Money Purchase Pension Plan & Trust of Boca Cardiology Associates Babic & Vinci PA FBO Stephen Babic.

PRESET:

PROCEDURES: Plan Amendment

BACKGROUND/RELATED STRATEGIC GOAL:

Section 1.11.D(3) of the CGMP authorizes small-scale development amendments in accordance with Section 163.3187, Florida Statutes. Small-scale development amendments require two public hearings. The first public hearing was scheduled before the Local Planning Agency on June 1, 2023. 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 complies. 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), Florida Statutes.

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 23-02, Hobe Sound Storage which assigns the General Commercial future land use designation.

ALTERNATIVE RECOMMENDATIONS

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

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
Comprehensive Planning Division

PROPOSED AMENDMENT TO THE MARTIN COUNTY COMPREHENSIVE PLAN

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REQUEST NUMBER:	**CPA 23-02 Hobe Sound Storage FLUM**
Report Issuance Date:	February 11, 2025
APPLICANT:	Employees Money Purchase Pension Plan & Trust of Boca Cardiology Associates Babic & Vinci PA FBO Stephen Babic 7155 Queenferry Circle Boca Raton, FL 33496 Company Representative: Stephen Babic
REPRESENTED BY:	Brandon Ulmer Thomas Engineering Group, LLC. 850 S.E. Osceola Street Stuart, FL 34996
PLANNER-IN-CHARGE:	Amy Offenbach, Planner Growth Management Department

PUBLIC HEARINGS:	**Date**	**Action**
Local Planning Agency	June 1, 2023	2/2
Board of County Commission Adoption:	February 11, 2025	

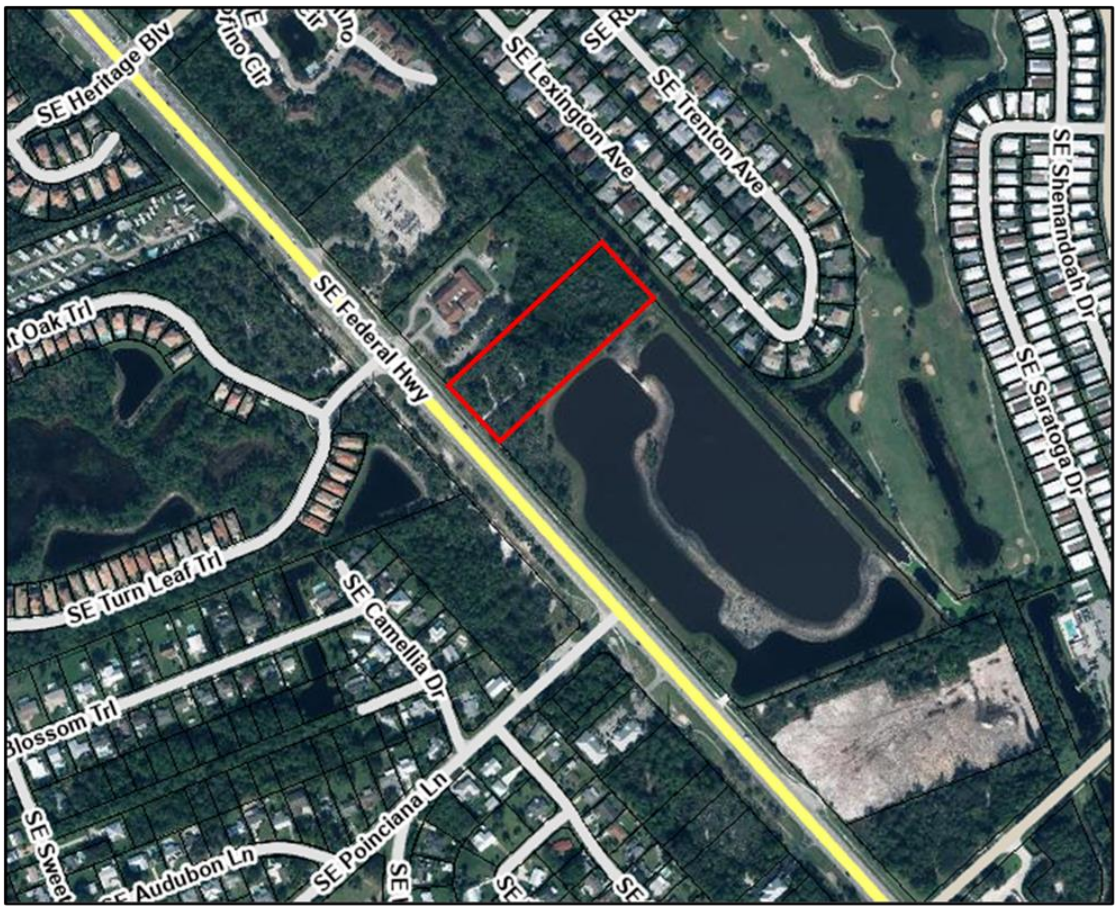
SITE LOCATION: The parcel is located on the east side of S.E. Federal Highway, between S.E. Heritage Boulevard (to the north) and S.E. Poinciana Lane (to the south), Parcel Identification Number 34-38-42-000-140-00140-6.

APPLICANT REQUEST: This request is for a small-scale amendment to the Future Land Use Map (FLUM) on a 4.01-acre parcel. The request proposes to change from the Medium Density Residential to the General Commercial future land use designation. An application to rezone is being reviewed separately from this application.

STAFF RECOMMENDATION:
Staff recommends approval of the proposed Future Land Use Map (FLUM) change from the Medium Density Residential to the General Commercial future land use designation.

EXECUTIVE SUMMARY:
This staff report will consider the General Commercial future land use and will analyze whether it is consistent with the Comprehensive Growth Management Plan (CGMP) and compatible with the surrounding properties. The location of the subject parcel is shown below (see Figure 1).

Figure 1- Location map showing the subject parcel outlined in red.



Future Land Use Designation	
Existing Medium Density Residential	**Proposed General Commercial**
Reserved for land in the core of the Primary Urban Service District (PUSD) accessible to employment centers	Principally located in highly accessible parts of the USD
Maximum Residential Density: 8 units per acre (UPA), or up to 10 UPA for eligible affordable housing projects.	Maximum Building Coverage: 60% Floor Area Ratio (FAR) governed by parking standards
Maximum Building Height: 40 feet	Maximum Building Height: 40 feet
Minimum Open Space: 50%	Minimum Open Space: 20%

Figure 2- Excerpt of adopted FLUM with subject parcel outlined in yellow.

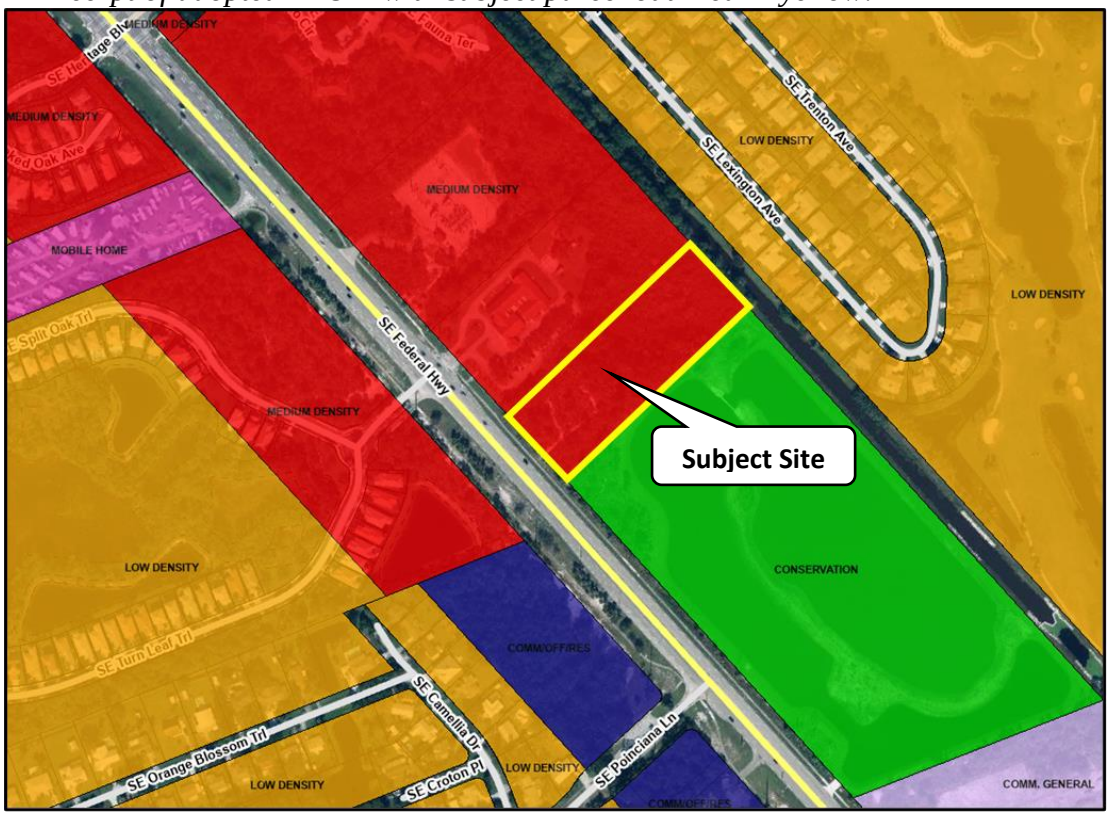
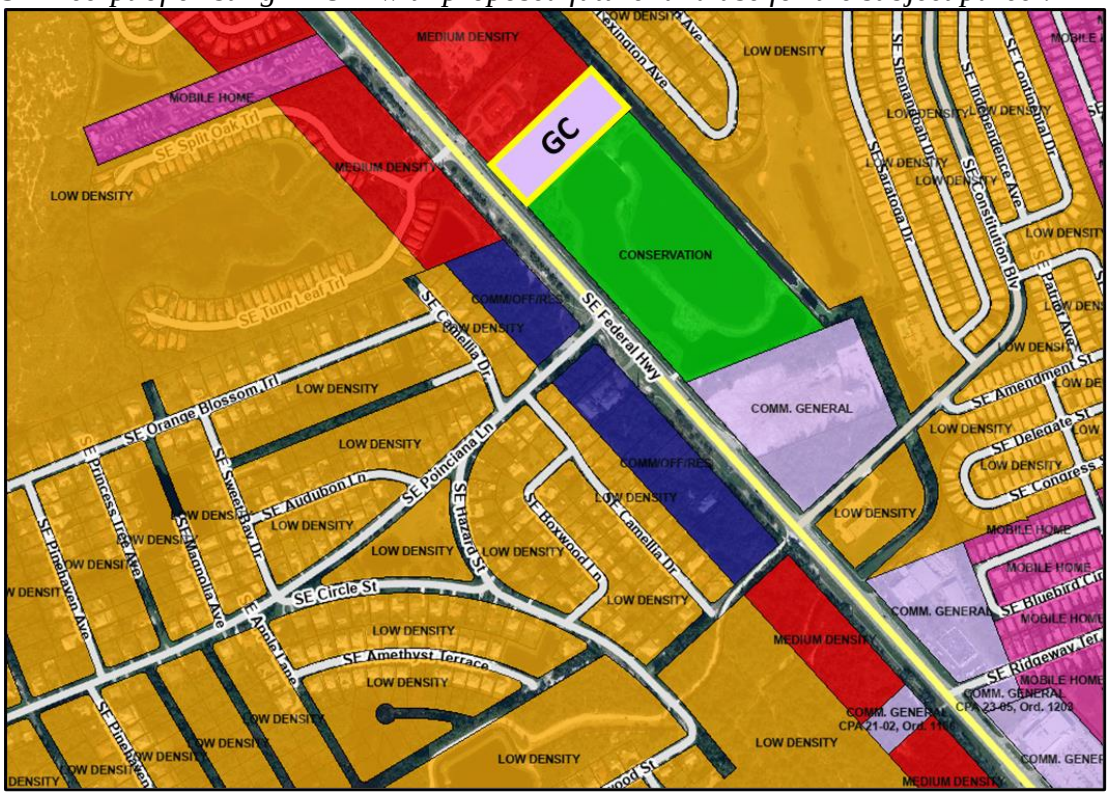


Figure 3- Excerpt of existing FLUM with proposed future land use for the subject parcel.



1. PROJECT/SITE SUMMARY

1.1 Physical/ Site Summary

The subject parcel is a 4.01 acres site. The site is within the following:

Planning District:	South County
Adjacent Planning District:	Port Salerno/76
Commission District:	District 3
Taxing District:	District 3 Municipal Service Taxing Unit
Urban Service District:	Primary USD

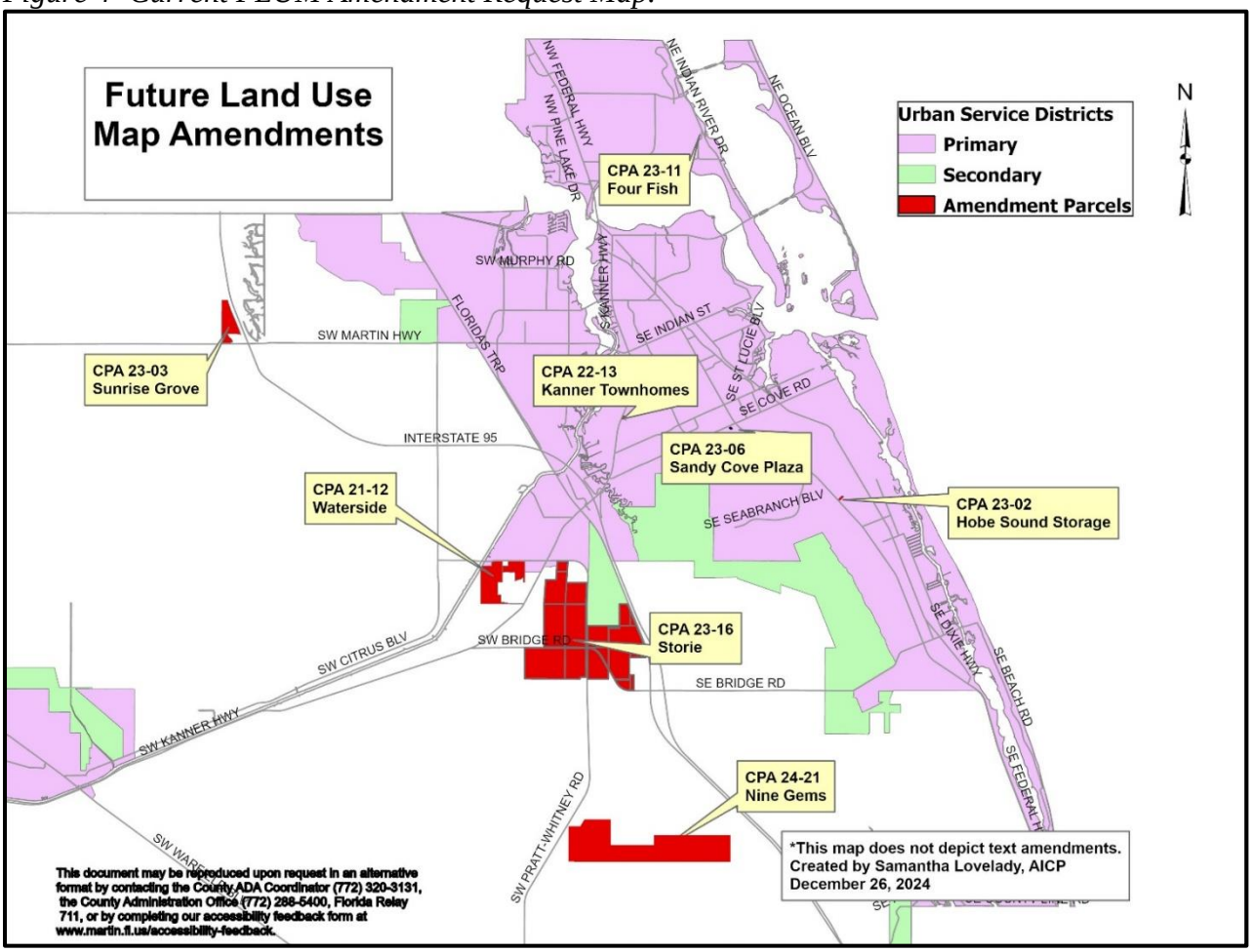
1.2 Major Roadways

The major roadways closest to the subject parcel are S.E. Federal Highway, which is a major arterial bordering the site, S.E. Seabranch Boulevard, a minor arterial north of the site, and S.E. Osprey Street, a major collector south of the site.

1.3 Current Amendment Requests

The proposed future land use amendment requests are depicted in the following map and described below.

Figure 4- Current FLUM Amendment Request Map.



A. CPA 21-12, Waterside: A FLUM amendment request to change 396.81 acres, located south of S.W. 96th Street, east of the St. Lucie Canal, and west of S.W. Kanner Highway, from Agricultural to Low Density Residential.

B. CPA 22-13, Kanner Townhomes: A FLUM amendment request to change 3.18 acres, located along the east side of S. Kanner Highway (SR 76) and the north side of S.E. Crimson Way, from General Commercial to Medium Density Residential.

C. CPA 23-02, Hobe Sound Storage: A FLUM amendment request to change 4.01 acres, located on the east side of S.E. Federal Highway, between S.E. Heritage Boulevard and Poinciana Lane, from Medium Density Residential to General Commercial.

D. CPA 23-03, Sunrise Grove: A FLUM amendment request to change 222 acres, located along the north side of S.E. Martin Highway and the west side of Interstate 95, from Agricultural Ranchette to AgTEC.

E. CPA 23-06, Sandy Cove Plaza: A FLUM amendment request to change a portion of the parent site totaling 0.84 ± acres, located on the southwest corner of SE Cove Road and SE Federal Highway, from Limited Commercial to General Commercial.

F. CPA 23-11, Four Fish PUD: A FLUM amendment request to change 0.70-acres on 4 parcels, located on the south side of NE Baily Terrace between NE Dixie Highway and NE Indian River Drive, from Limited Commercial to Marine Waterfront Commercial.

G. CPA 23-16, Storie: A FLUM amendment request to change 2,716.51-acres, located at the intersection of SW Bridge Road and SW Pratt-Whitney Road, from Agricultural to a new future land use designation, Storie Mixed Use Village.

H. CPA 24-21, Nine Gems: A FLUM amendment request to change 1,533 acres, located south of Bridge Road between SW Pratt Whitney Road and Interstate 95, from Agricultural to Institutional-Public Conservation.

1.4. Past Changes in Future Land Use Designations

The amendments to the FLUM that have occurred in the immediate area since adoption of the CGMP in 1982 are summarized below.

A. CPA 95-24, Kremser Trust, Ordinance 502: A FLUM amendment on 1.12 acres, located southwest of the intersection of S.E. Federal Highway and S.E. Salerno Road, from Low Density Residential to General Commercial.

B. CPA 00-2, Eastridge Park, Ordinance 575: A FLUM amendment on 4.13 acres, located just south of S.E. Osprey Street between S.E. Sandridge Avenue and S.E. Sandy Lane, from Medium Density Residential to Institutional-Recreation.

C. CPA 06-11, Woods Family Trust, Ordinance 715: A FLUM amendment on 0.97 and 5.55 acres, located east of S.E. Federal Highway along the north side of S.E. Salerno Road, from Medium Density and Commercial Office/Residential to General Commercial.

D. CPA 16-5, DeMartini, Ordinance 1008: A FLUM amendment on 2.27± acres, located on the east side of S.E. Federal Highway north of Cove Road, from Limited Commercial to General Commercial.

E. CPA 17-5, Circle K, Ordinance 1028: A FLUM amendment on 2.92 acres, located on the northwest corner of S.E. Cove Road and S.E. Federal Highway, from Limited Commercial to General Commercial.

F. CPA 19-18, Tradewinds Hobe Sound, Ordinance 666: A FLUM amendment on 13.66 acres, located on S.E. Federal Highway, from Medium Density Residential, Commercial Office/Residential, and Limited Commercial to High Density Residential.

G. CPA 21-02, Federal Highway and Ridgeway Terrace, Ordinance 1166: A FLUM amendment on 1.38 acres, located north of S.E. Osprey Street along the west side of S.E. Federal Highway, from Medium Density Residential to General Commercial.

H. CPA 23-05, Ridgeway Terrace, Ordinance 1203: A FLUM amendment request on 0.65 acres, located on the southeast corner of S.E. Ridgeway Terrace and S.E. Federal Highway, from Mobile Home to General Commercial.

1.5. Adjacent Future Land Use

North: Medium Density Residential (up to 8 units per acre)
South: Institutional-Public Conservation
East: Low Density Residential (up to 5 units per acre)
West: Medium Density Residential (up to 8 units per acre)

1.6 Environmental Considerations

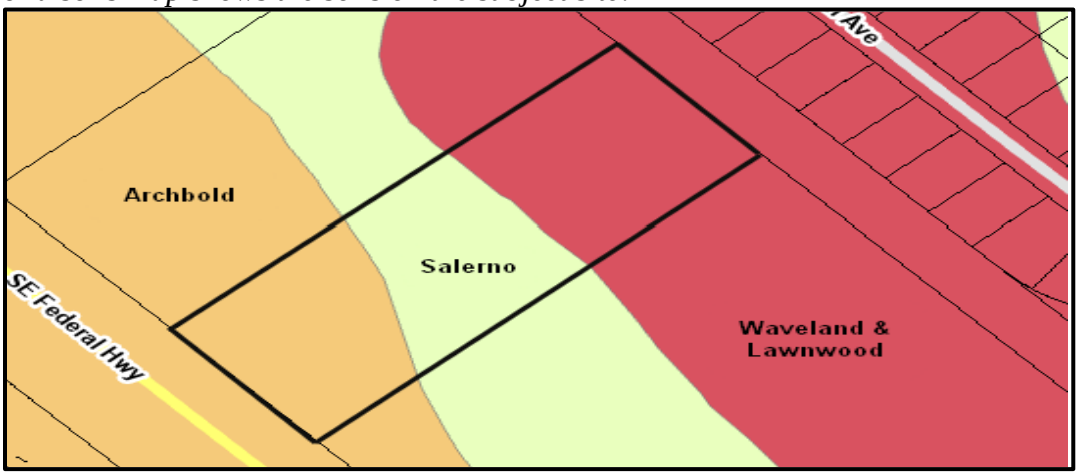
1.6.1. Wetlands, soils and hydrology

An excerpt of the Composite Wetland Map shown below indicates a high probability of wetlands on the eastern portion of the site. However, confirmation of wetlands and verifying the location and extent of wetlands can only be determined by on-site delineation by an environmental professional (See Figure 5).

Figure 5, a composite wetlands map that shows a high probability of wetlands.

The soil on the subject site is primarily composed of Waveland and Lawnwood fine sand/depressional, Salerno sand, and Archbold 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 Lawnwood series also 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. The Salerno series consists of very deep, poorly drained, very slowly permeable soils on the flatwoods of Peninsular Florida. These soils also formed in sandy marine sediments. The Archbold series consists of deep, well drained, very rapidly permeable sandy soils that formed in marine or eolian deposits. These droughty soils are on low ridges in central Florida.

Figure 6- a soils map shows the soils on the subject site.



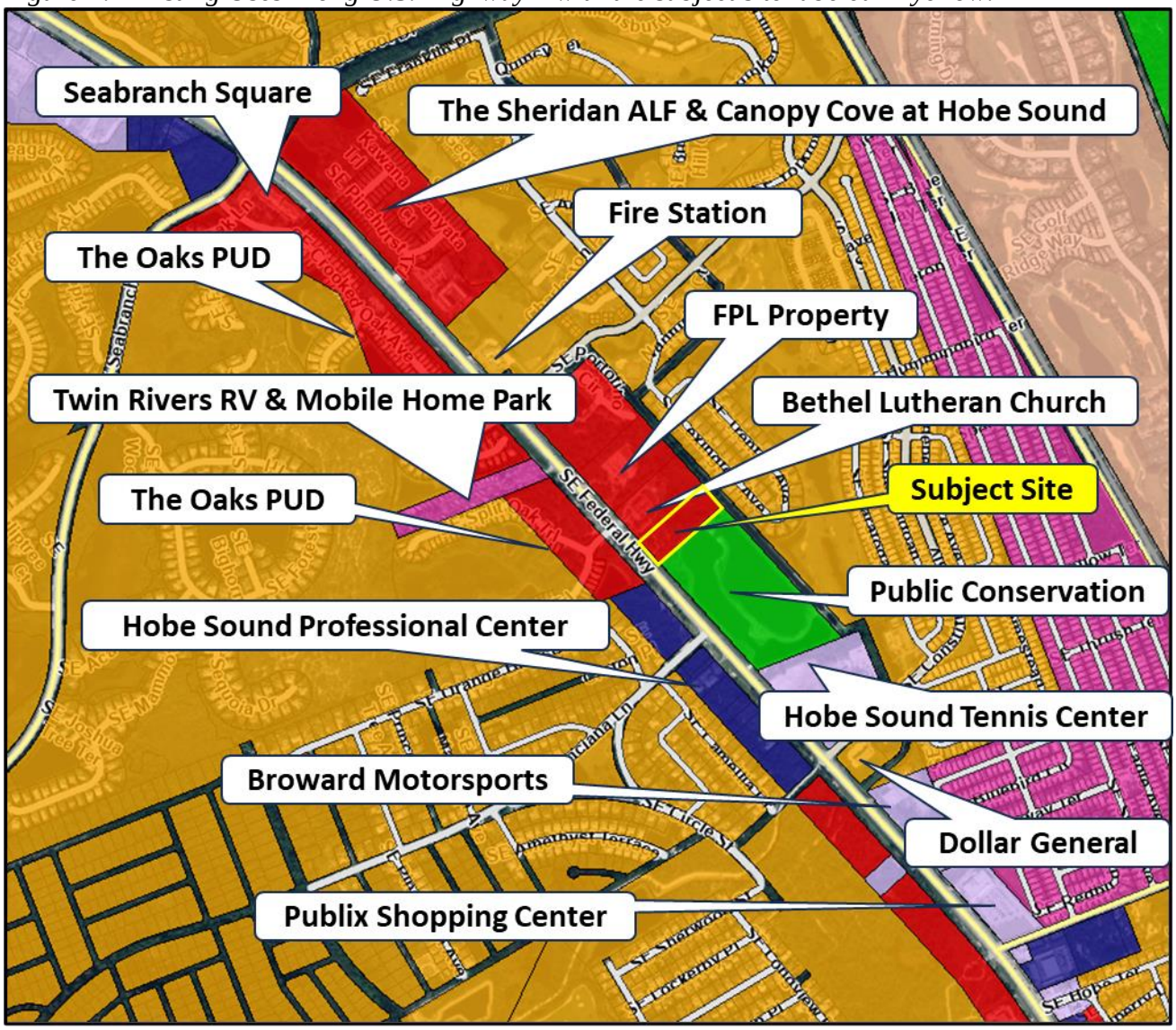
1.6.2. Wellfield protection

The subject parcel is not within any wellfield protection zones.

1.7. Adjacent Existing Uses

The following is showing the adjacent zoning districts on the Zoning atlas and the existing uses in the general vicinity of the subject site:
North: RM-8 - Bethel Lutheran Church of Hobe Sound
South: PC (Public Conservation) – East Fork Creek Stormwater Treatment, Phase 1
East: PUD-R - Heritage Ridge North P.U.D.
West: PUD-R - Pastelle Residential P.U.D. (The Oaks)

Figure 2: Existing Uses Along U.S. Highway 1 with the subject site labeled in yellow.



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

Past changes in land use designations, listed in Section 1.4 of the staff report, make the proposed use reasonable for consideration. Changing the subject site to the General Commercial 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

The Hobe Sound Tennis Center was approved in November 2022 at the northeast corner of S.E. Constitution Boulevard and S.E. Federal Highway. Also, a Dollar General was developed in 2019 at the southeast corner of S.E. Constitution Boulevard and S.E. Federal Highway. The Hobe Sound Fire station, at the corner of S.E. Ridgeway and S.E. Federal Highway, was sold and replaced by a new fire station near Heritage Ridge Boulevard. Martin County constructed Phase 1 of the East Fork Creek Stormwater Treatment area on the property abutting the subject to the south to improve water quality, treatment, rehydrate and restore a wetland near the subject site. Farther south, the abandoned site of a hotel, destroyed by the 2004 hurricanes, was redeveloped in 2021 and is now a Publix supermarket. Continuing to the south, a FLUM amendment permitted the 177-unit Tradewinds of Hobe Sound apartments to be developed, see Section 1.4 of this report. A percentage of units at Tradewinds are classified as "Workforce" housing. New future land use designations have been assigned to most of the Hobe Sound Community Redevelopment Area. 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. Criterion not met.

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

The proposed change will not correct a public facility deficiency. Criterion not met.

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 Statutes, Section 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.

Florida Statutes provide 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:

(I) 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 4.01-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 General Commercial does not propose low-intensity or low-density development. The proposed land use allows up to twenty units per acre (hotel/motel) 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.

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.

The site is integrated within residential, and urban areas and the proposed change will not promote 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 wetland maps, there is a probability of wetlands on the subject site, which is currently vacant and has never been developed. Pursuant to Policy 9.1G.2(2), "No negative impacts shall be allowed in wetlands or within the surrounding buffer", Martin County, Fla. CGMP (2021). 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.

This site is within the Primary Urban Service District and is not an agricultural area or adjacent to agricultural areas and activities. The proposed future land use designation does not diminish agricultural areas or agricultural activities. Discourages the proliferation of urban sprawl.

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

The subject site is located within the Primary Urban Service District where public facilities and services are available. Development of this site will maximize the use of existing public 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.

The subject site is located within the Primary Urban Service District (PUSD). Adequate utilities and solid waste services are available to the subject site from South Martin Regional Utilities. Providing these services to the site will not disproportionately increase in the cost of the services to the surrounding area. Public services (such as law enforcement, fire, libraries, parks etc.) are also currently provided to the immediate area of the subject site. The proposed change of the subject site to General Commercial will not result in land use patterns that will disproportionately increase the cost of providing public services to the surrounding area. Discourages the proliferation of urban sprawl.

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

This site is located within the Primary Urban Service District which separates rural and urban uses. This site does not fail to provide a clear separation between rural and urban uses. Discourages the proliferation of urban sprawl.

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

The proposed change may encourage infill development of a site that has never been developed on the Federal Highway (U.S. Highway 1) corridor. Discourages the proliferation of urban sprawl.

(XI) Fails 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 office, retail and residential uses. The proposed change encourages a functional mix of uses. Discourages the proliferation of urban sprawl.

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

The subject site is centrally located along a major arterial that provides access to other major arterials approximately three miles to the north and south. The direct access of the subject site to a major arterial prevents any need for secondary access. Any development resulting from the proposed land use change will not change the accessibility of adjacent properties. The proposed

amendment does not result in poor accessibility among related land uses. Discourages the proliferation of urban sprawl.

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

This proposed future land use designation will not result in a loss of public open space. Discourages the proliferation of urban sprawl.

Pursuant to all 13 criteria the proposed change discourages urban sprawl.

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:

(I) 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.

The natural resources and ecosystems are not negatively impacted. The proposed change would locate commercial development in the Primary Urban Service District and in proximity to other commercial and residential uses. The composite wetlands map shows a high probability of wetlands on the subject site. Any type of development proposed on the subject site will 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.

Neither the adopted future land use nor the proposed future land use will 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 South Martin Regional Utility. 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 not in a walkable area that provides for compact development. It is located near existing development that provides a mix of densities, intensities and uses. Discourages the proliferation of urban sprawl.

(IV) Promotes conservation of water and energy.

The site is only 4.01 acres, and future development 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 subject site is located within the PUSD, within an urban area. The proposed change will have no impact on agricultural areas and activities. 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. The same amount of native habitat preservation will occur with either the adopted or the proposed future land use designation. 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.

If developed, the subject site will be in-fill development and will not negatively impact the balance of land uses in the area. The proposed amendment responds to demands for commercial capacity while locating that capacity within the USD where it will serve existing residential development. The General Commercial areas are designated on the Future Land Use Map to accommodate general retail sales and services; highway-oriented sales and services; commercial amusement; and trade and warehousing facilities primarily located in highly accessible parts of the urban service district. 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.

The proposed future land use designation does not provide for transit-oriented development or new towns as defined in s. 163.3164. The proposed change may permit infill development, providing commercial services and uses that are appropriate for sites within the Primary Urban Service District. 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. Discourages the proliferation of urban sprawl.

All 8 criteria listed above have been met to determine the application discourages urban sprawl.

2.3 Land Use Compatibility

The properties north of the subject site have Medium and Low Density Residential and Mobile Home future land use designations which are developed with a church, an FPL substation, and residential neighborhoods. The properties to the south have Institutional-Conservation, General Commercial, Low Density Residential and Commercial Office/Residential future land use designations which are developed with residential neighborhoods, commercial office plaza, an animal hospital, a retail store, a motorcycle dealership, and a grocery store. There do not appear to be any compatibility issues with properties on the north or the south of the subject property.

East of the subject site is Low Density Residential (maximum 5 units per acre) and contains Heritage Ridge North, a residential community. The composite wetlands map shows a high probability of wetlands to the back of the subject site, between the developable site area and Heritage Ridge North; that may provide a buffer between development on site and Heritage Ridge North. To the west is Medium Density Residential (maximum 8 units per acre) and contains The Oaks, a residential community.

North: Bethel Lutheran Church
South: East Fork Storm Water Treatment, Phase 1
East: Heritage Ridge North
West: The Oaks

2.4 Consistency with the Comprehensive Growth Management Plan

Below is an excerpt from the CGMP describing the existing Medium Density Residential future land use designation and the proposed General Commercial future land use designation, extracted from Policy 4.13A.7.(4) and Policy 4.13A.8.(3), CGMP, Martin County, Fla. (2021).

> Policy 4.13A.7. Residential development. The FLUM allocates urban residential density based on population trends; housing needs; and past trends in the character, magnitude and distribution of residential land consumption patterns. Consistent with the goals, objectives and policies of the CGMP, including the need to provide and maintain quality residential environments, it also preserves unique land and water resources and plans for fiscal conservancy.
>
> (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.
>
> Policy 4.13A.8. Commercial development. The Future Land Use Map identifies the allocation of commercial land for offices and services, limited commercial, general commercial and marine waterfront commercial activities. The allocation is compatible with the goals and objectives in the CGMP and consistent with supportive research and analysis. Commercial development in Martin County's six CRAs shall be governed by goals, objectives and policies in Chapter 18 except for those limited land areas that retain a commercial future land use designation described in Policy 4.13A.
>
> (3) *General Commercial development.* The General Commercial areas are designated on the Future Land Use Map to accommodate general retail sales and services; highway-oriented sales and services; commercial amusement; and trade and warehousing facilities. These areas are principally located in highly accessible parts of the urban service district that are compatible with the unique location and market requirements of these uses. The sites are located on major or minor arterials and require a minimum net lot size of 10,000 square feet. The floor area ration (FAR) shall be governed by the parking standards of the Land Development Regulations. Maximum densities for hotel/motel units located in a General Commercial future land use designation shall be 20 units per gross acre. Maximum building

coverage shall be 60 percent. Minimum open space shall be 20 percent. Maximum building height shall be 40 feet.

The Land Development Regulations implementing the General Commercial future land use designation shall be consistent with the development standards described above. This area is not intended to accommodate businesses, trades or services that generate significant nuisance impacts, including glare, smoke or other air pollutants; noise; vibration; major fire hazards; need for extensive outside storage and display; or other impacts associated with more intensive industrial uses. Automotive sales and services shall be located in the General Commercial land use classification on sites appropriately designated for highway-oriented commercial uses in the Land Development Regulations.

The areas designated for General Commercial development are specifically not adapted to permanent residential housing, and such uses shall be located in other areas designated for residential development. On the other hand, transient residential facilities including hotels and motels, timesharing or fractional fee residential complexes, or other transient quarters should be located in areas designated for commercial use.

The General Commercial site should generally be removed from single-family residential development and able to be buffered and screened consistent with the Land Development Regulations requiring appropriate landscaping and screening. Screening shall include vegetative berms (where feasible), plant material and/or aesthetic decorative fences or walls to assure compatibility with less intensive uses existing or anticipated on adjacent sites.

Prior to approval of a development plan, all applicants for development in the area designated General Commercial shall provide assurances that regional water distribution and wastewater collection utilities shall be provided by a regional public utility system.

Staff Analysis:

The subject site is consistent with the Medium Density Residential future land use because it is located in the core of the PUSD where it has access via US 1 to employment centers such as Port Salerno and Hobe Sound. The Medium Density Residential future land use designation would also allow a maximum of 32 residential units on the 4.01-acre site. However, the density may be substantially reduced depending on the acreage of wetlands and site planning requirements.

The General Commercial future land use designation is the most intense of the three commercial future land use designations. It permits automotive sales and service and highway-oriented commercial uses. General Commercial allows hotels/motels a maximum of 20 units per acre. Since the subject property is 4.01 acres, the maximum potential number of units the subject site can have with the proposed change is 80 units. However, the density may be substantially reduced depending on the acreage of wetlands and site planning requirements.

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 Landscape regulations require a 30-foot-wide landscape buffer between GC and residential, regardless of the proposed use in the GC zoning district.

The subject site is located near a major arterial road and is within the PUSD and has access to all the public facilities and services. Future land use designations such as General Commercial are 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 South Martin Regional Utility Area (SMRU). SMRU has provided a certification stating that based upon the information provided there is currently adequate water and wastewater capacity to serve this project. Off-site utility construction improvements, at the developer's expense, may be required to serve the project. Any proposed development will be required to submit an application for Development Review.

An SMRU memorandum 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 from the CGMP.

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 of the CGMP, states the following: *"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 FDOTs 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 2025 is 167,680 persons. In fiscal year 2025, there are 263,031 tons of available capacity or 1.57 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 2025 of 165,700 persons. There are currently 1730 acres of active parkland available in the County. The 2025 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	1730 acres	10.44 acres per 1,000 residents
BEACH FACILITIES	9 parking spaces per 1,000 residents	1464 spaces	8.8 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 2025 (weighted average) population in unincorporated Martin County of 167,680 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	85
Advanced life support	20 minutes	Rural	90	85
Basic life support	6 minutes	Urban	90	85
Basic life support	15 minutes	Rural	90	85

Fire response	6 minutes	Urban	90	85
Fire response	15 minutes	Rural	90	85

2.5.1.7. Schools

School facilities are calculated based on residential units.

> Policy 17.1B.2., CGMP
> "Within 30 days after the School District receives a completed public school impact form from an applicant for an amendment to the Comprehensive Plan future land use map, rezonings, developments of regional impact, and master site plans which include residential units, the School District shall provide the local government with a general capacity analysis which indicates the generalized capacity for all applicable school facilities. This analysis shall be used in the evaluation of the development proposals but shall not provide a guarantee of availability of services or facilities."

The proposed future land use does not propose residential land uses. It will not affect school capacity.

2.5.2. Non-Mandatory Facilities

2.5.2.1. Libraries

The proposed applications do not propose residential land uses, therefore there would be no impact on 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 2025 LOS shows the current gross square footage of library space is 106,126, with the LOS at 0.63. There are currently 380,994 volumes available for a weighted average population of 167,680 resulting in 2.27 volumes per weighted resident.

3. FIGURES/ATTACHMENTS

Figure 1- Location map showing the subject parcel outlined in red.
Figure 2- Excerpt of adopted FLUM with subject parcel outlined in yellow.
Figure 3- Excerpt of existing FLUM with proposed future land use for the subject parcel.
Figure 4- Current FLUM Amendment Request Map.
Figure 5, a composite wetlands map that shows a high probability of wetlands.
Figure 6- a soils map shows the soils on the subject site.
Memo from South Martin Regional Utilities
Memo from Public Works Department

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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 23-02, HOBE SOUND STORAGE, 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 June 1, 2023, the Local Planning Agency considered the proposed Comprehensive Plan Amendment at a duly advertised public hearing; and

WHEREAS, on February 11, 2025, 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 23-02, HOBE SOUND STORAGE

Comprehensive Growth Management Plan Amendment CPA 23-02, Hobe Sound Storage, is hereby adopted as follows: The Future Land Use Map is hereby changed from Medium Density Residential to General Commercial on a 4.01-acre property located along the east side of S.E. Federal Highway between S.E. Heritage Boulevard and S.E. Poinciana Lane, further described in Exhibit A 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 11th DAY OF FEBRUARY, 2025.

ATTEST:

BY:_____
CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY:_____
SARAH HEARD, CHAIR

APPROVED AS TO FORM
& LEGAL SUFFICIENCY:

BY:_____
SARAH W. WOODS, COUNTY ATTORNEY

Exhibit A

Parcel I.D. Number

34-38-42-000-140-00140-6

Legal Description:

GOMEZ GRANT W OF RIVER BEG E R/W US 1 & N/LN RIDGEWAY S/D NWLY ALG R/W 3102.67' FOR POB CONT NWLY 249' NELY 700' SELY 249' SWLY 700' TO POB.

SOUTH MARTIN REGIONAL UTILITY (SMRU)

9000 ATHENA STREET • P.O. BOX 395 • HOBE SOUND, FLORIDA 33475-0395

(772) 546-2511 • FAX (772) 546-7619

December 6, 2022

Brandon Ulmer, PE
Thomas Engineering Group, LLC
125 W. Indiantown Rd St 206
Jupiter, FL 33458

RE: Hobe Sound Storage Site; PCN 34-38-42-000-140-00140-6

Dear Mr. Ulmer,

Thank you for completing the TJI/SMRU Developer Questionnaire for the Hobe Sound Storage Site project. South Martin Regional Utility (SMRU) is the regional utility for water and wastewater services for above referenced project. Based upon the information provided to us, SMRU currently has adequate water and wastewater capacity to serve this project; however, this letter is by no means a reservation of capacity.

Our initial review indicates that off-site utility construction improvements, at the developer's expense, may be required to serve the project. Upon submission of final plans, the final off-site improvement details will be determined.

In order to provide an estimate of pre reservation fees and utility upgrades, we require that you provide us with utility concurrency calculations demonstrating the projected water and wastewater demands for the project, and preliminary engineering plans. Should you have any further questions or require additional information, please contact SMRU at (772) 546-6259.

Sincerely,

Stuart Trent, P.E.
Director of Public Services
ST/kmc

cc: Kim McLaughlin, Project Coordinator
Linda Race, Customer Service Manager
File

MARTIN COUNTY, FLORIDA
INTER-OFFICE MEMORANDUM

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

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TO: Daphne Schaub
Senior Planner

DATE: May 17, 2023

FROM: Lisa A. Wichser, P.E., CFM
County Engineer

SUBJECT: Comprehensive Management Plan
Proposed Amendment 23-02: Hobe Sound Storage

Traffic Engineering staff has received the proposed amendment to the Future Land Use Map designation from Medium Density Residential (up to 8 unit per acre) to Commercial General on one parcel approximately 4.01 acres in total, located on SE Federal Highway near SE Turn Leaf Trail in Hobe Sound.

Staff finds that the proposed Future Land Use Map designation would result in a net increase of 269 peak hour trips. Staff finds that SE Federal Highway is the recipient of a majority of the generated trips and has the available capacity to absorb the additional trips. Additionally, the Martin Metropolitan Planning Organization has identified the widening of SE Federal Highway between SE Osprey Street and SE Seabranch Boulevard from four to six lanes in its 2045 Long Range Transportation Plan.

For the purpose of this proposed amendment, staff can provide a "positive evaluation", meaning there is sufficient roadway capacity planned in the adopted long-range capital facility plans of the Comprehensive Growth Management Plan [Martin County, Fla., CGMP Policy 14.1C.5.(2)(e) (2013)]. This evaluation shall not be used by the applicant, or their successors in title, in any way whatsoever as committing the County legally through the theory of equitable estoppel or any other legal theory, to approve any final development order for the project without a determination and reservation of roadway adequate capacity [Martin County, Fla., CGMP Policy 14.1C.5.(2)(c) (2013)].

Staff will reevaluate the traffic impacts prior to the issuance of any development order associated with the property.

LL/LAW:ll

CPA 22-02 Hobe Sound Storage

Additional Application Materials Received

February 14, 2023

Martin County, Florida
Growth Management Department
COMPREHENSIVE PLANNING DIVISION
2401 SE Monterey Road, Stuart, FL 34996 772-288-5495 www.martin.fl.us

COMPREHENSIVE PLAN AMENDMENT APPLICATION

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A. GENERAL INFORMATION

Type of Application: Future Land Use Application with Concurrent Zoning Application

Name or Title of Project:

Hobe Sound Storage

Future Land Use Map Amendment:

Location of Project and Description of Proposal:

Parcel Control Number(s)

343842000140001406

Project within a CRA? ☐ YES/NO ☑ Which One? Select CRA

Size of Project (Acres): 4.01

Current Future Land Use Designation: Medium Density

Current Zoning Designation: RS-6

Designation: General Commercial

Designation: GC

Text Amendment

Proposed Elements to Amend:

B. APPLICANT INFORMATION

Property Owner: EMPLOYEES MONEY PURCHASE PENSION PLAN & TRUST OF BOCA CARDIOLOGY ASSOCIATES BABIC & VINCI PA FBO STEPHEN BABIC
Company Representative: Stephen Babic MD TTEE
Address: 7155 Queenferry Cir.
City: Boca Raton, State: FL Zip: 33496
Phone: Email:

Agent: Thomas Engineering Group, LLC
Company Representative: Brandon Ulmer
Address: 840 SE Osceola Street
City: Stuart, State: FL Zip: 34994
Phone: 772-888-3138 Email: bulmer@thomaseg.com

Contract Purchaser: Live Oak Capital Partners
Company Representative: Steve Tedder
Address: 430 Plasters Avenue NE, Suite 200
City: Atlanta, State: GA Zip: 30324
Phone: 404-202-6121 Email: stedder@liveoakcp.com

Land Planner:
Company Representative:
Address:
City: , State: Zip:
Phone: Email:

Traffic Engineer: : MacKenzie Engineering & Planning, Inc.
Company Representative: Shaun MacKenzie
Address: 1172 SW 30TH Street, Suite 500
City: Palm City, State: FL Zip: 34990
Phone: 772-286-8030 Email: shaun@mackenzieengineeringinc.com

Attorney: : Gunster
Company Representative: Robert Raynes Jr.
Address: 800 SE Monterey Commons Blvd., Suite 200
City: Stuart, State: FL Zip: 34996
Phone: 772-288-1980 Email: rraynesjr@gunster.com

Other Professional: :
Company Representative:
Address:
City: , State: Zip:
Phone: Email:

C. **Applicant or Agent Certification:**

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

Applicant Signature _____ Date 2-13-2023

Printed Name Brandon Ulmer

NOTARY ACKNOWLEDGMENT

STATE OF: Florida **COUNTY OF:** Martin

The foregoing instrument was acknowledged before me by means of ✓ **physical presence or** ___ **online notarization, this** 13th **day of** February, **20**23, **by** Brandon Ulmer

Ashley L. Bobier

Notary Public Signature **printed name** Ashley L. Bobier

He or She ✓ **is personally known to me or** ___ **has produced identification.**

Notary Public State of Florida
Ashley L Bobier
My Commission
HH 206155
Exp. 12/8/2025

STATE OF: Florida **at-large:** Martin County

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.

Please submit the application 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:

Signature of Applicant **Printed Name** Brandon Ulmer

Applicant Agent:

Signature of Agent **Printed Name**

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.

Thomas Engineering Group
840 SE Osceola Street
Stuart, FL 34994
P: (772) 888-3138
www.ThomasEngineeringGroup.com

Justification Statement

Future Land Use and Re-Zoning Modification
Proposed Storage Facility
Hobe Sound, FL

RECEIVED
FEB 14 2023
GROWTH MANAGEMENT DEPARTMENT

1. Request

On behalf of the applicant, Live Oak Capital Partners, LLC, Thomas Engineering Group submits this request for a Future Land Use Amendment ("FLUM") as well as a Re-Zoning change for the undeveloped 4.01 acre-site located on the northbound road of SE Federal Highway. As a storage facility is not a permitted use within RS-6 zoning district, we are requesting that the required changes modifies the future land use designation from Medium Density Residential to a commercial future land use designation along with the amendment of the Zoning Atlas to change the zoning from RS-6 to a commercial zoning district.
Please refer to Figure 1

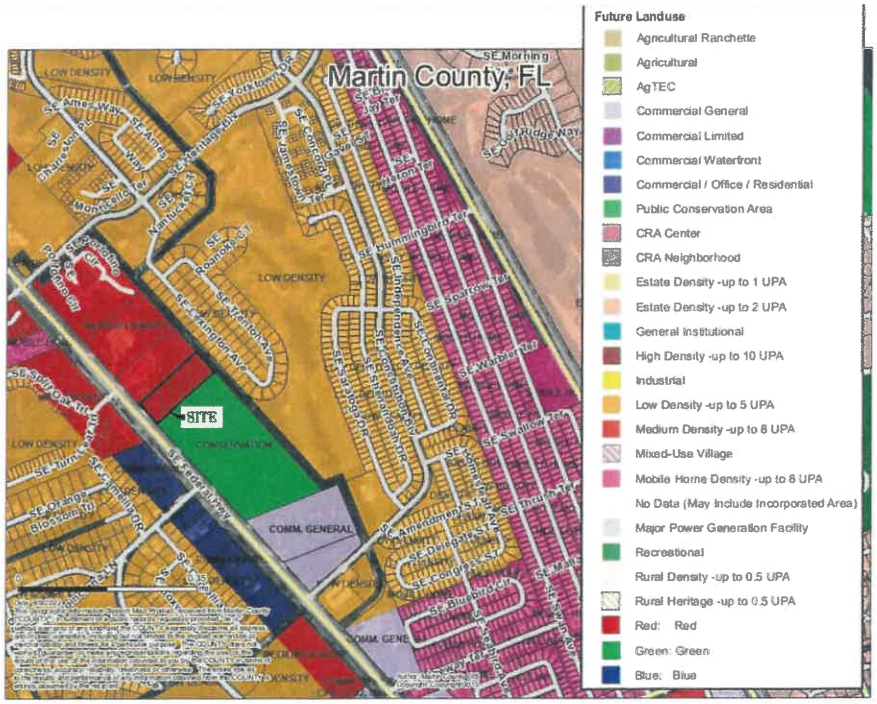

Figure 1 – Future Land Use Map

2. **Subject Property**

The subject property has a PCN # of 34-38-42-000-140-00140-6 and totals 4.01 acres. It is located on the northbound main road of SE Federal Highway, approximately 1,500 feet south of SE Heritage Blvd. This property is currently undeveloped and does not have an address. We are proposing to design a 3-story storage facility on the subject property.

This property currently has the Medium Density Residential future land use designation and is in the RS-6 zoning district. The proposed development of a storage unit requires the amendment of the Comprehensive Growth Management Plan, modifying the future land use designation and zoning district.

3. **Surrounding Areas**

The property located to the southeast, along the north side of SE Federal Highway, has a PCN # of 34-38-42-000-140-00100-4, totals 21.45 acres, and is currently owned by Martin County. The property has a designated future land use of conservation and is in the PC zoning district.

The property located to the northeast, along the north side of SE Federal Highway, has a PCN # of 34-38-42-000-140-00142-4, totals 5 acres, and is currently the Bethel Lutheran Church. This property currently has the Medium Density Residential future land use designation and is in the RM-8 zoning district. *Please see Figure 2 for additional information*

Figure 2 - Surrounding Areas and Uses

Property	**Land Use Designation**	**Existing Zoning**	**Proposed Zoning**	**Existing Use**	**Proposed Use**
Adjacent	Conservation	PC	PC (no change)	Conservation Area	No Change
Bethel Lutheran Church	Medium Density (Up to 8 UPA)	RM-8	RM-8 (no change)	Church	No change
Subject Property	Medium Density	RS-6	GC	Vacant	Proposed Storage Facility
Surrounding Areas					
North	Medium Density	PUD-R	PUD-R (no change)	Residential	No Change
South	Commercial General	GC	GC (no change)	Vacant	No Change
East	Low Density	PUD-R	PUD-R (no change)	Residential	No Change
West	Comm/off/res	R-3A	R-3A (no change)	Vacant	No Change

Goal 4.10. To provide for adequate and appropriate sites for commercial land uses to serve the needs of the County's anticipated residents and visitors.

Objective 4.10A. To continue using the Land Development Regulations to provide a variety of commercial zoning districts to implement future land use designations and provide sufficient space for a variety of activities.

Policy 4.10A.1. Diverse commercial zoning districts. Appropriate zoning districts shall be provided, at a minimum, for research and development facilities; targeted industries; business and professional offices; general retail sales and services; limited commercial uses; wholesale trades and services; and marine waterfront commercial uses.

Policy 4.10A.2. Zoning for research and development. A zoning district shall be created to permit research and development in one or more commercial future land use designations.

Objective 4.10B. To consider the space requirements and location of commercial development and its impact on a community when assigning commercial future land use designations.

Policy 4.10B.1. Criteria for commercial land use designation. The following criteria, at a minimum, shall be used for assigning a commercial land use designation at a given location on the Future Land Use Map:

(1)

Trip generation characteristics; impact on existing and planned transportation facilities; and ability to achieve functional internal circulation and a landscaped parking area.

(2)

Specific needs of commercial activities, such as market area, anticipated employment generation and floor area requirements.

(3)

Compatibility with and impact on other surrounding commercial activities.

(4)

Relationship to surrounding land uses and natural systems.

(5)

Impact on existing and planned community services and utilities.

Response: Of goal 4.10., Objective 4.10.A, policy 4.10A.1., and objective 4.10B. are applicable to request for the FLUM amendment.

Goal 4.10. ***The following standards were considered in the evaluation of proposed amendments to the Future Land Use Map:***

Objective 4.10A. To continue using the Land Development Regulations to provide a variety of commercial zoning districts to implement future land use designations and provide sufficient space for a variety of activities.

Response: This site is currently comprised of vacant, undeveloped land surrounded by many residential areas. This makes it a prime location to develop the proposed self-storage facility.

Policy 4.10A.1. Diverse commercial zoning districts. Appropriate zoning districts shall be provided, at a minimum, for research and development facilities; targeted industries; business and professional offices; general retail sales and services; limited commercial uses; wholesale trades and services; and marine waterfront commercial uses.

Response: The development of this site and re-zoning will create a more diverse zoning district. There are many low and medium residential areas in the surrounding area of the subject property but not many commercially zoned properties.

Objective 4.10B. To consider the space requirements and location of commercial development and its impact on a community when assigning commercial future land use designations.

Response: Since this site is undeveloped, there is sufficient space for the proposed storage facility. The location would be a prime spot off of SE Federal Highway and would generate new jobs in the community.

Conclusion

Based on the above, the Applicant respectfully requests the approval of the FLU Map Amendment and the Re-Zoning change. This request complies with all applicable standards as contained in Goal 4.10. of the Future Land Use Element of the Martin County Comprehensive Plan. In the event you have any questions or require any additional information, please contact us.

CPA 22-02 Hobe Sound Storage

Original Application Materials Received

January 20, 2023

APPLICATION MATERIALS CHECKLIST

Plan Amendment #_____(Staff use only)

This application materials checklist is provided for the applicant's use. The checklist will be used by staff to determine the completeness of the application. If there are incomplete items, a notification will be sent to the applicant with a request to provide the missing materials.

_X_ 1. Application.

_X_ 2. Name and address of the current property owner and documents of authority to act on behalf of the owner.

_X_ 3. Certificate of opinion by an attorney/title company regarding current property ownership.

_X_ 4. Financial Disclosure Affidavit.

_X_ 5. Legal descriptions and parcel control numbers for each parcel proposed to be amended. If the request is for more than one land use designation, the legal description must be formatted to identify each designated land use separately.

_X_ 6. Acreage of subject parcel or parcels per land use type. ***See 01. Application**

_X_ 7. A detailed location map.

_X_ 8. A Soils Survey Map sheet with the subject property outlined in red. Soil Survey map sheets can be obtained from the Soil and Water Conservation Service by calling (772) 221-1303.

_X_ 9. A current Flood Insurance Rate map with the subject property outlined in red. The Flood Insurance Rate Map sheets are available on the County's Web Site. Search for FEMA Flood Insurance Rate Maps.

___10. Proposed text amendment, if applicable. ***N/A**

_X_ 11. Justification statement for the proposed amendment that cites how the amendment is consistent with the Goals, Objectives and Policies of the CGMP.

_X_ 12. Traffic study, demonstrating the effects of the proposed amendment on the minimum Levels of Service.

___13. School Impact Worksheet. ***N/A**

_X_ 14. Water & Sewer Availability Worksheet. ***See Attached Service Availability Letter from SMRU**

_X_ 15. Survey file in CAD format, in the correct coordinate system, that is compatible with the County's GIS system. ***See Attached CD**

___16. Other relevant data as appropriate.

The following must be provided concurrent with the draft notification letter for staff review prior to the first public hearing.

___17. Certified list of surrounding property owners.

Reviewed By:_____(Staff use only)

Growth Management Dept.: (772) 288-5495

Martin County, Florida
Growth Management Department
COMPREHENSIVE PLANNING DIVISION
2401 SE Monterey Road, Stuart, FL 34996 772-288-5495 www.martin.fl.us

COMPREHENSIVE PLAN AMENDMENT APPLICATION

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

A. GENERAL INFORMATION

Type of Application: Future Land Use Application with Concurrent Zoning Application

Name or Title of Project:

Hobe Sound Storage

Future Land Use Map Amendment:

Location of Project and Description of Proposal:

Parcel Control Number(s)

343842000140001406

Project within a CRA? ☐ YES/NO ☑ Which One? Select CRA

Size of Project (Acres): 1.69

Current Future Land Use Designation: Medium Density

Current Zoning Designation: RS-6

Proposed Future Land Use Designation: General Commercial

Proposed Zoning Designation: GC

Text Amendment

Proposed Elements to Amend:

B. APPLICANT INFORMATION

Property Owner: EMPLOYEES MONEY PURCHASE PENSION PLAN & TRUST OF BOCA CARDIOLOGY ASSOCIATES BABIC & VINCI PA FBO STEPHEN BABIC
Company Representative: Stephen Babic MD TTEE
Address: 7155 Queenferry Cir.
City: Boca Raton, State: FL Zip: 33496
Phone: Email:

Agent: Thomas Engineering Group, LLC
Company Representative: Brandon Ulmer
Address: 840 SE Osceola Street
City: Stuart, State: FL Zip: 34994
Phone: 772-888-3138 Email: bulmer@thomaseg.com

Contract Purchaser: Live Oak Capital Partners
Company Representative: Steve Tedder
Address: 430 Plasters Avenue NE, Suite 200
City: Atlanta, State: GA Zip: 30324
Phone: 404-202-6121 Email: stedder@liveoakcp.com

Land Planner:
Company Representative:
Address:
City: , State: Zip:
Phone: Email:

Traffic Engineer: : MacKenzie Engineering & Planning, Inc.
Company Representative: Shaun MacKenzie
Address: 1172 SW 30TH Street, Suite 500
City: Palm City, State: FL Zip: 34990
Phone: 772-286-8030 Email: shaun@mackenzieengineeringinc.com

Attorney: : Gunster
Company Representative: Robert Raynes Jr.
Address: 800 SE Monterey Commons Blvd., Suite 200
City: Stuart, State: FL Zip: 34996
Phone: 772-288-1980 Email: rraynesjr@gunster.com

Other Professional: :
Company Representative:
Address:
City: , State: Zip:
Phone: Email:

C. Applicant or Agent Certification:

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

_____ _____
Applicant Signature Date

_____
Printed Name

NOTARY ACKNOWLEDGMENT

STATE OF:_____ COUNTY OF:_____

The foregoing instrument was acknowledged before me by means of ___physical presence or ___online notarization, this _____ day of _____, 20_____, by _____

_____ _____
Notary Public Signature **printed name**

He or She ___ is personally known to me or ___ has produced identification.

STATE OF:_____ at-large:_____

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.

Please submit the application 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:

_____ _____
Signature of Applicant **Printed Name**

Applicant Agent:

_____ _____
Signature of Agent **Printed Name**

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.

THOMAS
ENGINEERING GROUP

Designation of Authorized Agent

Consent for: Hobe Sound Property proposed Storage Facility

Hobe Sound

Parcel ID: 343842000140001406

This form shall serve as consent for **Brandon Ulmer and Ryan Thomas, Thomas Engineering Group, LLC** to act as agent/applicant to prepare, submit, and sign (as applicant) all applications and documentation required for procurement of the Martin County Development Review and Approval, site plan and rezoning as needed; site construction permits; building permits; SMRU, permits and approvals; Martin County Fire Review and approval; Florida Department of Environmental Protection permits; FDOT; South Florida Water Management District Permit and water use permit and any other necessary permits or approvals required for the construction of the proposed Commercial Development.

I do hereby give consent to for **Brandon Ulmer and Ryan Thomas, Thomas Engineering Group, LLC** to act on our behalf to sign and submit applications, required material and documents, and attend and represent us at all meetings and public hearings pertaining to this project.

Property Owner: Trust C/O Stephen Babic

Owner/Mail Address 7155 Queenferry Circle

Boca Raton, FL 33496

By: _____
(signature)

STEPHEN BABIC
(printed name, title)

State of Florida

County of Palm Beach

This foregoing instrument was acknowledged before me this 11 day of October, 2022,

by Stephen Babic. He/she is personally known to me or has produced

_as identification and did/did not take an oath.

ANGELA SILVESTRI
MY COMMISSION # HH 082818
EXPIRES: March 20, 2025
Bonded Thru Notary Public Underwriters

Notary Public Information :

Agent Information:

Angela Silvestri

Angela Silvestri

(Signature of Notary)

Brandon Ulmer, Thomas Engineering Group, LLC

Ryan Thomas, Thomas Engineering Group, LLC

125 West Indiantown road Suite

206

Jupiter, FL 33458

(Name – Must be typed, printed or stamped)

My Commission Expires: 3/20/25

ANGELA SILVESTRI
MY COMMISSION # HH 082818
EXPIRES: March 20, 2025
Bonded Thru Notary Public Underwriters

Prestige title agency, Inc.

736 Colorado avenue, Suite a, Stuart, Florida 34994 ·phone: (772) 283-5590 fax: (772) 283-5699 email: ptatitle@bellsouth.net

September 6, 2022

Ownership Search

Prepared For: THOMAS ENGINEERING GROUP, LLC

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

icrews

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. P22-11795IC

THE ATTACHED REPORT IS ISSUED TO THOMAS ENGINEERING GROUP, LLC. 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: icrews

Iris M. Crews

87-5-74gb **663704**

WARRANTY DEED
INDIVID TO INDIVID

RAMCO FORM 01

This Warranty Deed *Made the* 17th *day of* June *A. D.* 1987 *by*
IRWIN S. GARS, as Trustee and individually

hereinafter called the grantor, to
STEPHEN BABIC, M.D., AS TRUSTEE FOR EMPLOYEES' MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT OF BOCA RATON CARDIOLOGY ASSOCIATES, BABIC AND VINCI, P.A., FOR THE BENEFIT OF STEPHEN BABIC
whose postoffice address is 7321 Estrella Ct.
hereinafter called the grantee: Boca Raton, Florida 33427
(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, remises, releases, conveys and confirms unto the grantee, all that certain land situate in* Martin *County, Florida, viz:*

Commencing at the Northwest corner of Ridgeway Mobile Home Subdivision as recorded in Plat Book 7, Page 26, Public Records of Martin County,Florida, thence run North 42 14'43" West a distance of 3102.67 feet along the East right of way of U.S.#1 to the Point of Beginning, thence continue North 42 14'43" West along said right of way a distance of 249.00 feet, thence run North 47 45'17" East a distance of 700.00 feet, thence run South 42 14' 43" East a distance of 249.00 feet, thence run South 47 45'17" West a distance of 700.00 feet to the Point of Beginning.

Subject to taxes--Subsequent to December 31,1986 and restrictions, reservations, easements and covenants of record.

GRANTOR hereby certifies that said property is not his homestead and that said property is vacant land.

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, 19*

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:

Kay M. Thomas
Witness

X Irwin S. Gars (L.S.)
IRWIN S.GARS, as Trustee, and individually (L.S.)

STATE OF Florida
COUNTY OF DADE

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
Irwin S. Gars, as Trustee, and individually

to me known to be the person described in and who executed the foregoing instrument and has acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of June A. D. 19 87

Fernando Del Amo
Notary Public -- My Commission Expires

Notary Public, State of Florida
My Commission Expires March 18, 1988
Security Bond Associates, Inc.

SPACE BELOW FOR RECORDERS USE

O.R. BOOK 725 PAGE 1687

This Instrument prepared by:
STEWART TITLE OF MARTIN COUNTY
Address 409 E. Osceola Ave.
Stuart,FL 33494

Exhibit "A"

Copy Copy Copy

87 JUN 30 AM 11:51

CLERK CIRCUIT COURT
BY D.C.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
JUN30'87
100.00

FLORIDA
STAMP TAX
900.00

RECORD VERIFIED

Copy Copy Copy

RAMCO FORM 01

Warranty Deed

To

(C-A)

O.R. BOOK 725 PAGE 1688

Exhibit 'A'

MARTIN COUNTY
PROPERTY APPRAISER
Jenny Fields, CFA

Basic Info

PIN	AIN	Situs Address	Website Updated
34-38-42-000-140-00140-6	48565	UNASSIGNED	9/1/22

General Information

Property Owners
EMPLOYEES MONEY PURCHASE PENSION PLAN & TRUST OF BOCA CARDIOLOGY ASSOCIATES BABIC & VINCI PA FBO STEPHEN BABIC

Mailing Address
STEPHEN BABIC MD TTEE
7155 QUEENFERRY CIR
BOCA RATON FL 33496

Tax District
DISTRICT THREE MSTU

Parcel ID
34-38-42-000-140-00140-6

Account Number
48565

Property Address
UNASSIGNED

Legal Description
GOMEZ GRANT W OF RIVER BEG E R/W US 1 & ...

Use Code/Property Class
9900 - 9900 Vacant Acreage

Neighborhood
70000 Market Area 7 Acreage

Legal Acres
4.01

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
2022	$ 754,680	$ 0	$ 754,680	$ 465,686	$ 288,994	$ 0	$ 288,994

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.

Current Sale

Sale Date	Grantor (Seller)	Doc Num
6/30/87	SELLER - see file for name	N/A
Sale Price	**Deed Type**	**Book & Page**
$ 200,000	Special Warranty Deed	0725 1687

Exhibit "B"
page 1 of 2

Legal Description

GOMEZ GRANT W OF RIVER BEG E R/W US 1 & N/LN RIDGEWAY S/D NWLY ALG R/W 3102.67' FOR POB CONT NWLY 249' NELY 700' SELY 249' SWLY 700' TO POB

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

Exhibit "B"
page 2 of 2

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

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
STEPHEN BARR	7155 Q VEEN FERRY CIRCLE BOCA RATON 33496

(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

(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

(If more space is needed attach separate sheet)

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

Application Name and/or Project Number	Names & Addresses of Parties involved	Date	Type of Application	Status of Application[1]*

(If more space is needed attach separate sheet)

[1] 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

STEPHEN BABIC

Print name

STATE OF: Florida

COUNTY OF: Palm Beach

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me this 11 day of October 2022, by Stephen Babic, who is personally known to me or have produced _____ as identification.

ANGELA SILVESTRI
MY COMMISSION # HH 082818
EXPIRES: March 20, 2025
Bonded Thru Notary Public Underwriters

(Notary Seal)

Signature

Notary Public, State of Florida

Print Name: Angela Silvestri

My Commission Expires: 3/20/2025

DISCLOSURE OF INTEREST AFFIDAVIT

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

DISCLOSURE OF INTEREST AFFIDAVIT

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.

LEGAL DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF RIDGEWAY MOBILE HOME SUBDIVISION AS RECORDED IN PLAT BOOK 7, PAGE 26, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, THENCE RUN NORTH 42°14'43" WEST A DISTANCE OF 3102.67 FEET ALONG THE EAST RIGHT OF WAY OF U.S. #1 TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 42°14'43" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 249.00 FEET, THENCE RUN NORTH 47°45'17" EAST A DISTNAVE OF 700.00 FEET, THENCE RUN SOUTH 42°14'43" EAST A DISTANCE OF 249.00 FEET, THENCE RUN SOUTH 47°45'17" WEST A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING.

LOCATION MAP

PROJECT:	HOBE SOUND STORAGE		
LOCATION:	MARTIN COUNTY, FLORIDA		
PROJECT NO:	FJ220006	PAGE NO: 1	OF 1
PREPARED BY:	NJL	DATE:	09/21/2022
CHECKED BY:	BMU	SCALE:	N.T.S.

THOMAS ENGINEERING GROUP

CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS

125 W. INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 PHONE: (561) 203-7503

N

Soil Map—Martin County, Florida
(HOBE SOUND LIMITED ACCESS STORAGE)

Map Scale: 1:1,690 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 25 50 100 150

Feet: 0 50 100 200 300

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Martin County, Florida
Survey Area Data: Version 20, Aug 25, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 21, 2021—Feb 4, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
5	Waveland and Lawnwood fine sands, depressional	1.5	38.4%
14	Archbold sand	1.3	31.7%
35	Salerno sand	1.2	29.9%
Totals for Area of Interest		**4.0**	**100.0%**

National Flood Hazard Layer FIRMette

FEMA

80°10'23"W 27°6'45"N

80°9'46"W 27°6'13"N

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

1:6,000

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

Legend

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

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 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 *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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 1/20/2023 at 10:11 AM 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.

Thomas Engineering Group
840 SE Osceola Street
Stuart, FL 34994
P: (561) 203-7503
www.ThomasEngineeringGroup.com

Justification Statement

Proposed Storage Facility (Three Story)

Hobe Sound, FL

The subject property has a PCN # of 343842000140001406 and totals 4.00 acres. It is located on northbound SE Federal Highway, approximately 1,500 feet south of SE Heritage Blvd.

This property currently has the Medium Density Residential future land use designation and is in the RS-6 zoning district. The proposed development of a storage unit requires the amendment of the Comprehensive Growth Management Plan, modifying the future land use designation and zoning district.

As a storage facility is not a permitted use within this district, the required changes modifies the future land use designation from Medium Density Residential to a commercial future land use designation along with the amendment of the Zoning Atlas to change the zoning from RS-6 to a commercial zoning district.

FUTURE LAND USE AMENDMENT

TRAFFIC ANALYSIS

Hobe Sound
Martin County, FL

Prepared for:
Thomas Engineering Group, LLC
125 W. Indiantown Rd St206
Jupiter, FL 33458

Prepared by:

MacKenzie
Engineering & Planning, Inc.
1172 SW 30th Street, Suite 500
Palm City, FL 34990
(772) 286-8030

009053
January 2023
© MacKenzie Engineering and Planning, Inc.
CA 29013

Shaun G. MacKenzie P.E.
PE Number 61751

EXECUTIVE SUMMARY

MacKenzie Engineering and Planning, Inc. (MEP) was retained to evaluate the changes in the Future Land Use for the property located on the northeast side of US 1 about 1,600 feet south of SE Heritage Boulevard and US 1, Martin County, FL (PCN: 34-38-42-000-140-00140-6). The future land use (FLU) amendment traffic analysis will examine the impacts of changing the existing future land use from Medium Density Residential to General Commerical.

Future Land Use – Maximum Increase in External Trips

The future land use amendment trip generation resulting change is as follows:

- Future Land Use Change 5,495 daily, 193 AM peak hour (132 in/61 out), and 528 PM peak hour (248 in/280 out) trips.

All of the roadways surrounding and the property are projected to operate acceptably with the increase in traffic from the property.

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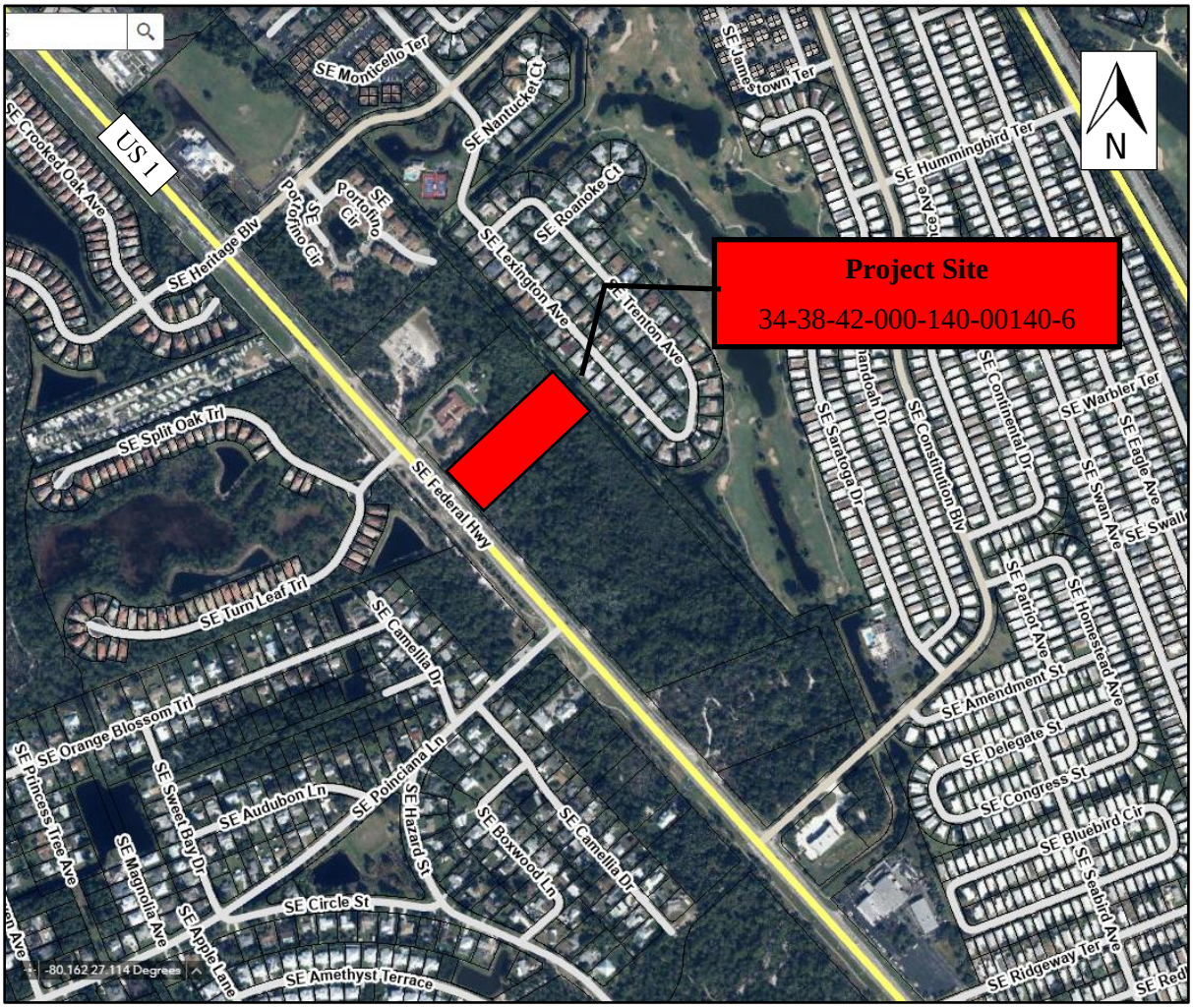
INTRODUCTION

A future land use amendment is proposed on 4.01 acres located on the northeast side of US 1 about 1,600 feet south of SE Heritage Boulevard and US 1, Martin County, FL (PCN: 34-38-42-000-140-00140-6). The future land use (FLU) amendment traffic analysis will examine the impacts of changing the existing future land use (FLU) from Medium Density Residential to General Commerical. The property details and proposed changes are shown below in Table 1. Figure 1 illustrates the property location.

Table 1. Future Land Use Change

Parcel Size (Acres)	Existing FLU				Proposed FLU			
	Land Use	Maximum Density	Maximum Intensity (DUs)	ITE Code	Land Use	Maximum Coverage	Maximum Intensity (SF)	ITE Code
4.01	Medium Density Residential	8 DUs/Acre	33	220	General Commerical	60%	104,805	821

Figure 1. Property Location Map



CURRENT DATA

The information contained below was used to develop the foregoing future land use traffic analysis.

- *Trip Generation, 11th Edition* (ITE report)
- Martin County Comprehensive Plan
- FDOT Traffic Online
- Martin County 2021 Roadway Level of Service Inventory Report

FUTURE LAND USE CHANGE ANALYSIS

Trip Generation

The study used trip generation rates and equations from the Institute of Transportation Engineers (ITE)'s report, *Trip Generation (11th Edition)* for:

- Multifamily Housing (Low-Rise) - (ITE Code 220)
- Shopping Plaza (40k - 150k) - (ITE Code 821)

Existing Future Land Use (Residential)

The existing FLU for the property is 4.01 acres of Medium Density Residential. Based on the Martin County Comprehensive Plan, Medium Density Residential land use permits eight (8) home per acre of land. Therefore, the maximum existing land use is 33 multifamily (low-rise) homes (DUs) calculated as follows:

Medium Density Residential: 4.01 acres x 8 dwelling units / acre = 33 dwelling units.

The existing future land use generates the following net new external trips:

- 287 daily, 33 AM peak hour (8 in/25 out), and 35 PM peak hour (22 in/13 out) trips.

Proposed Future Land Use (Commercial)

The proposed FLU is 4.01 acres of General Commercial. The study used a 0.5 floor to area ratio for the commercial maximum buildable density based on the maximum 60 percent building coverage in the Comprehensive Plan. The proposed amount of estimated commercial use is 104,805 SF calculated as follows:

General Commercial: 4.01 acres x 43,560 SF/acre x 60% coverage = 104,805 SF commercial use.

The proposed future land use generates the following net new external trips:

- 5,782 daily, 226 AM peak hour (140 in/86 out), and 563 PM peak hour (270 in/293 out) trips.

Net Impact

The difference between the trip generation potential of the existing future land use and the proposed future land use was examined to determine estimated impact to the existing and future roadway network.

The proposed future land use change will generate the following net new external trips:

- 5,495 daily, 193 AM peak hour (132 in/61 out), and 528 PM peak hour (248 in/280 out) trips.

Table 2 displays the resulting trip generation.

Table 2. Future Land Use Trip Generation

Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour		
		Trips	Total	In	Out	Total	In	Out
Existing FLU								
Multi-family Housing (Low-rise)	33 DU	287	33	8	25	35	22	13
Proposed FLU								
Shopping Plaza (40-150k)	104.805 1000 SF	9,479	370	229	141	923	443	480
Pass-By Traffic								
Shopping Plaza (40-150k)	39%	3,697	144	89	55	360	173	187
NET PROPOSED TRIPS		***5,782***	***226***	***140***	***86***	***563***	***270***	***293***
Total Proposed Driveway Volumes		***9,479***	***370***	***229***	***141***	***923***	***443***	***480***
NET CHANGE IN TRIPS (FOR THE PURPOSES OF FLU ANALYSIS)		**5,495**	**193**	**132**	**61**	**528**	**248**	**280**

Note: Trip generation was calculated using the following data:

Land Use	ITE Code	Unit	Daily Rate	Pass-by Rate	AM Peak Hour in/out	AM Peak Hour Rate	PM Peak Hour in/out	PM Peak Hour Equation
Multi-family Housing (Low-rise)	220	DU	T = 6.41(X) + 75.31	0%	24/76	T = 0.31(X) + 22.85	63/37	T = 0.43(X) + 20.55
Shopping Plaza (40-150k)	821	1000 SF	T = 76.96(X) + 1412.79	39%	62/38	3.53	48/52	T = 7.67(X) + 118.86

ITE 11th Edition

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ANALYSIS

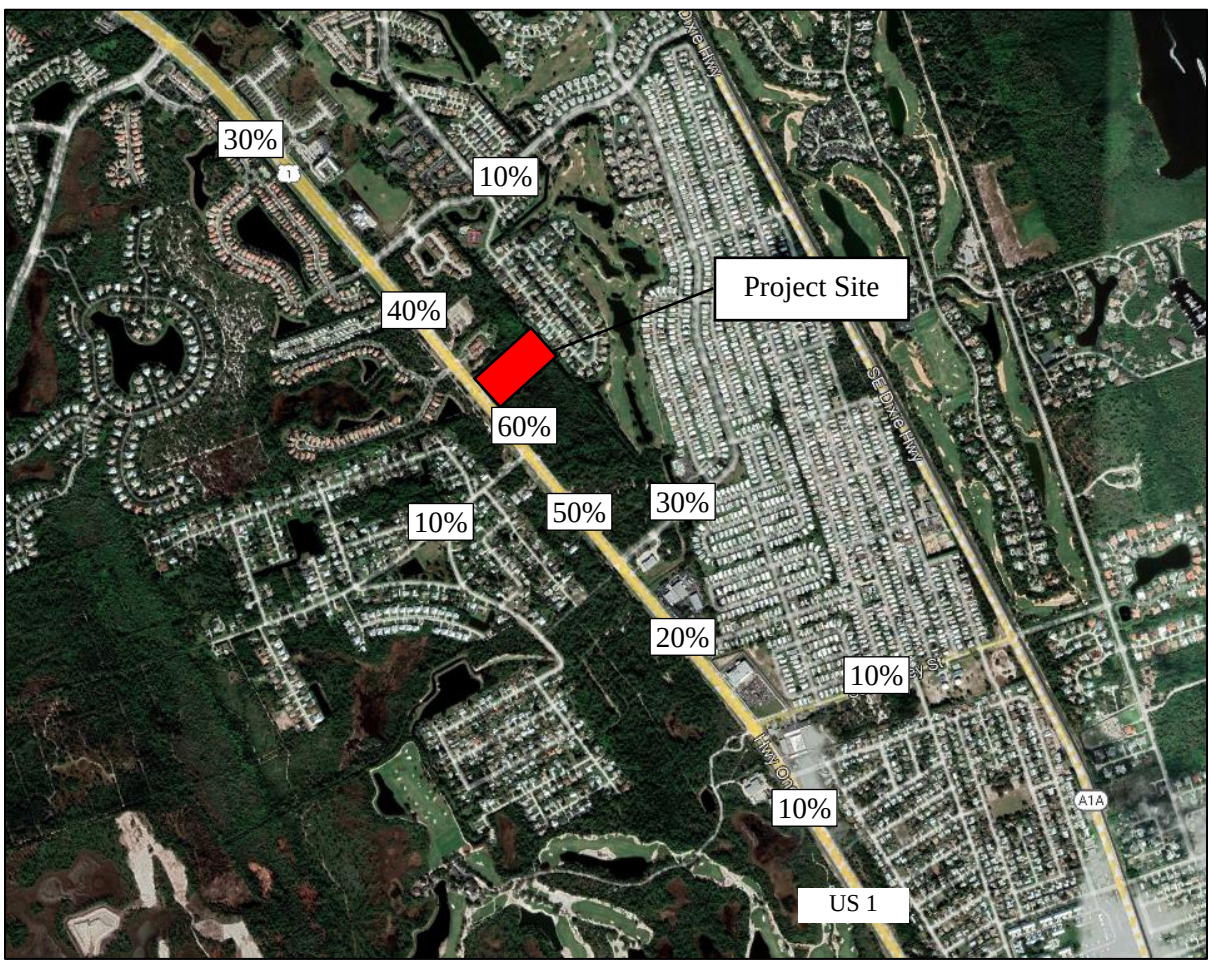
Traffic Distribution

Traffic distribution and assignment was determined using engineering judgment, trip lengths based on the uses and from a review of the roadway network. The overall distribution is summarized by general directions and is depicted below:

NORTH	-	30 percent
SOUTH	-	20 percent
WEST	-	10 percent
EAST	-	30 percent

The distributed net proposed trips for the project were assigned to the roadway network within the radius of influence. The project assignment is illustrated in Figure 2.

Figure 2. Traffic Assignment



Roadway Analysis

The total volumes were developed by adding background traffic volume plus future land use (FLU) trips. The level of service capacity, growth rate and existing traffic volumes are based on Martin County 2021 Roadway Level of Service Inventory Report. The projected total traffic volumes were compared to the service volume on each respective roadway segment to determine if each roadway segment is projected to operate acceptably. Based on the analysis, all roadway segments are projected to operate acceptably in 2028 with the proposed development as shown in Table 3.

Table 3. Peak Hour One-Way Roadway Analysis

Roadway	From	To	Lanes	Service Capacity	Peak Hour Existing Traffic	Count Year	Growth Rate	2028 Traffic Growth	2028 Background Traffic	Assign ment	Project Traffic	2028 Total Traffic	Meets Service Volume
SR-5 (US-1)	CR 708	Osprey St	4	2,000	1,405	2021	0.5%	50	1,455	10%	28	1,483	YES
	Osprey St	Poinciana Ln	4	2,000	1,330	2021	0.5%	47	1,377	50%	140	1,517	YES
	Poinciana Ln	Project Site	4	2,000	1,330	2021	0.5%	47	1,377	60%	168	1,545	YES
	Project Site	Seabranch Blvd	4	2,000	1,330	2021	0.5%	47	1,377	40%	112	1,489	YES
	Seabranch Blvd	Cove Rd	6	3,020	1,397	2021	0.5%	50	1,447	30%	84	1,531	YES
Osprey St	SR-5	CR A1A	2	750	207	2021	1.2%	18	225	10%	28	253	YES

CONCLUSION

MacKenzie Engineering and Planning, Inc. (MEP) was retained to evaluate the changes in the Future Land Use for the property located on the northeast side of US 1 about 1,600 feet south of SE Heritage Boulevard and US 1, Martin County, FL (PCN: 34-38-42-000-140-00140-6). The future land use (FLU) amendment traffic analysis will examine the impacts of changing the existing future land use from Medium Density Residential to General Commerical.

Future Land Use – Maximum Increase in External Trips

The future land use amendment trip generation resulting change is as follows:

- Future Land Use Change 5,495 daily, 193 AM peak hour (132 in/61 out), and 528 PM peak hour (248 in/280 out) trips.

All of the roadways surrounding and the property are projected to operate acceptably with the increase in traffic from the property.

APPENDICES

A. ITE Trip Generation Report
   a. Land Use 821 – Shopping Plaza (40K - 150 K)
      - Pass-By Justification
   b. Land Use 220 – Multifamily Housing (Low-Rise)
B. Martin County 2021 Roadway Level of Service Inventory Report
C. Property ID Card

Land Use: 220
Multifamily Housing (Low-Rise)

Description

Low-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels). Various configurations fit this description, including walkup apartment, mansion apartment, and stacked townhouse.

- A walkup apartment typically is two or three floors in height with dwelling units that are accessed by a single or multiple entrances with stairways and hallways.
- A mansion apartment is a single structure that contains several apartments within what appears to be a single-family dwelling unit.
- A fourplex is a single two-story structure with two matching dwelling units on the ground and second floors. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.
- A stacked townhouse is designed to match the external appearance of a townhouse. But, unlike a townhouse dwelling unit that only shares walls with an adjoining unit, the stacked townhouse units share both floors and walls. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.

Multifamily housing (mid-rise) (Land Use 221), multifamily housing (high-rise) (Land Use 222), affordable housing (Land Use 223), and off-campus student apartment (low-rise) (Land Use 225) are related land uses.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Additional Data

For the three sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.72 residents per occupied dwelling unit.

For the two sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96.2 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip

generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

For the three sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.72 residents per occupied dwelling unit.

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in British Columbia (CAN), California, Delaware, Florida, Georgia, Illinois, Indiana, Maine, Maryland, Massachusetts, Minnesota, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, and Washington.

Source Numbers

188, 204, 237, 300, 305, 306, 320, 321, 357, 390, 412, 525, 530, 579, 583, 638, 864, 866, 896, 901, 903, 904, 936, 939, 944, 946, 947, 948, 963, 964, 966, 967, 1012, 1013, 1014, 1036, 1047, 1056, 1071, 1076

Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

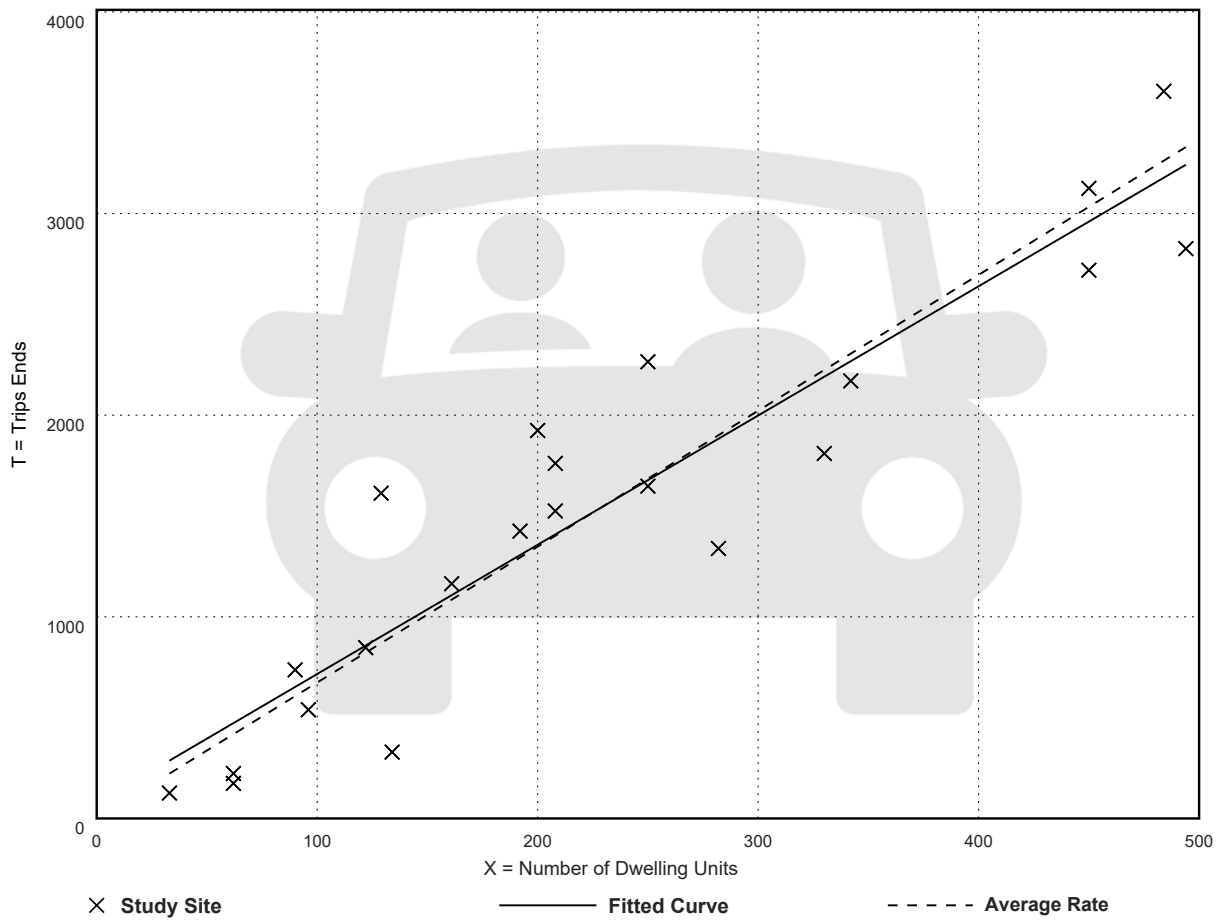
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 22
Avg. Num. of Dwelling Units: 229
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



Fitted Curve Equation: T = 6.41(X) + 75.31

R^2= 0.86

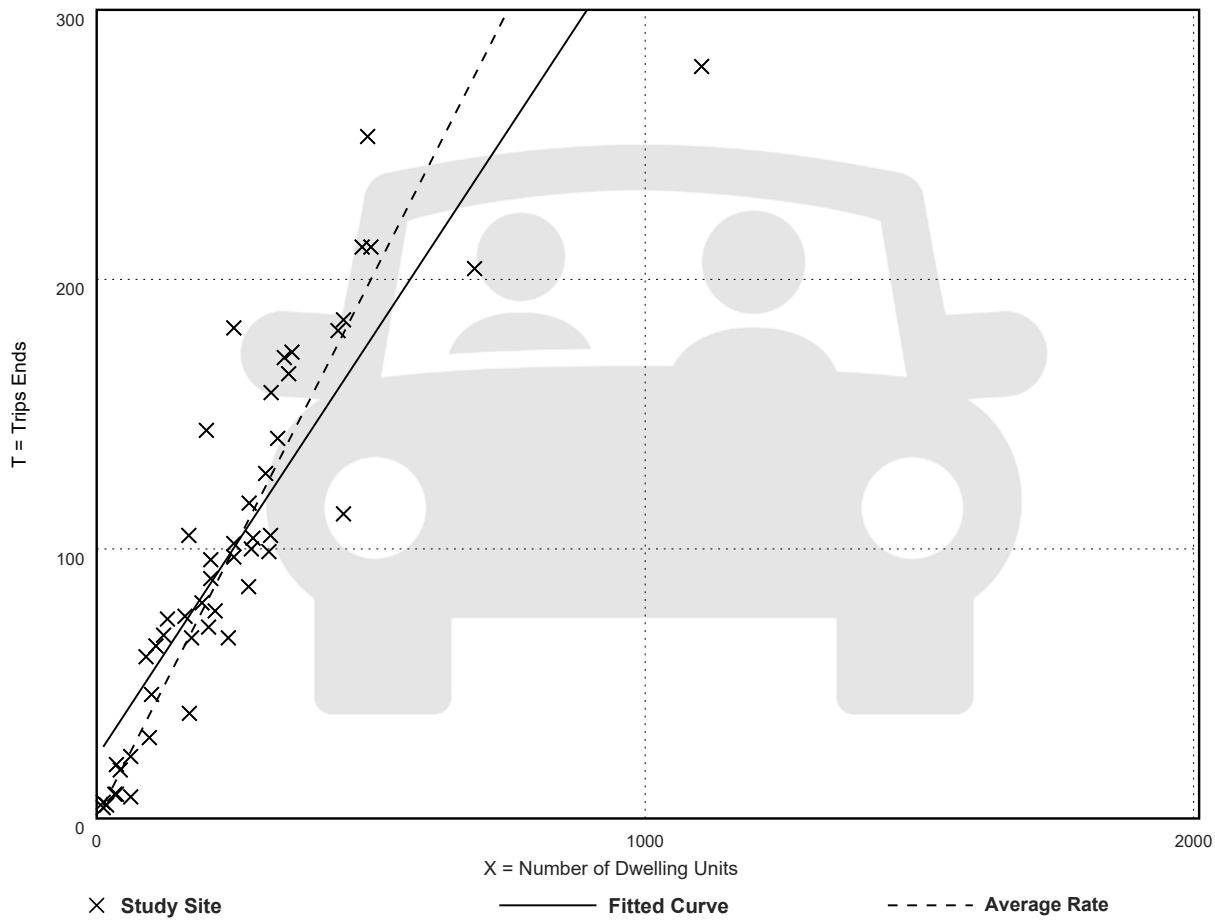
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 49
Avg. Num. of Dwelling Units: 249
Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



Fitted Curve Equation: T = 0.31(X) + 22.85

R^2= 0.79

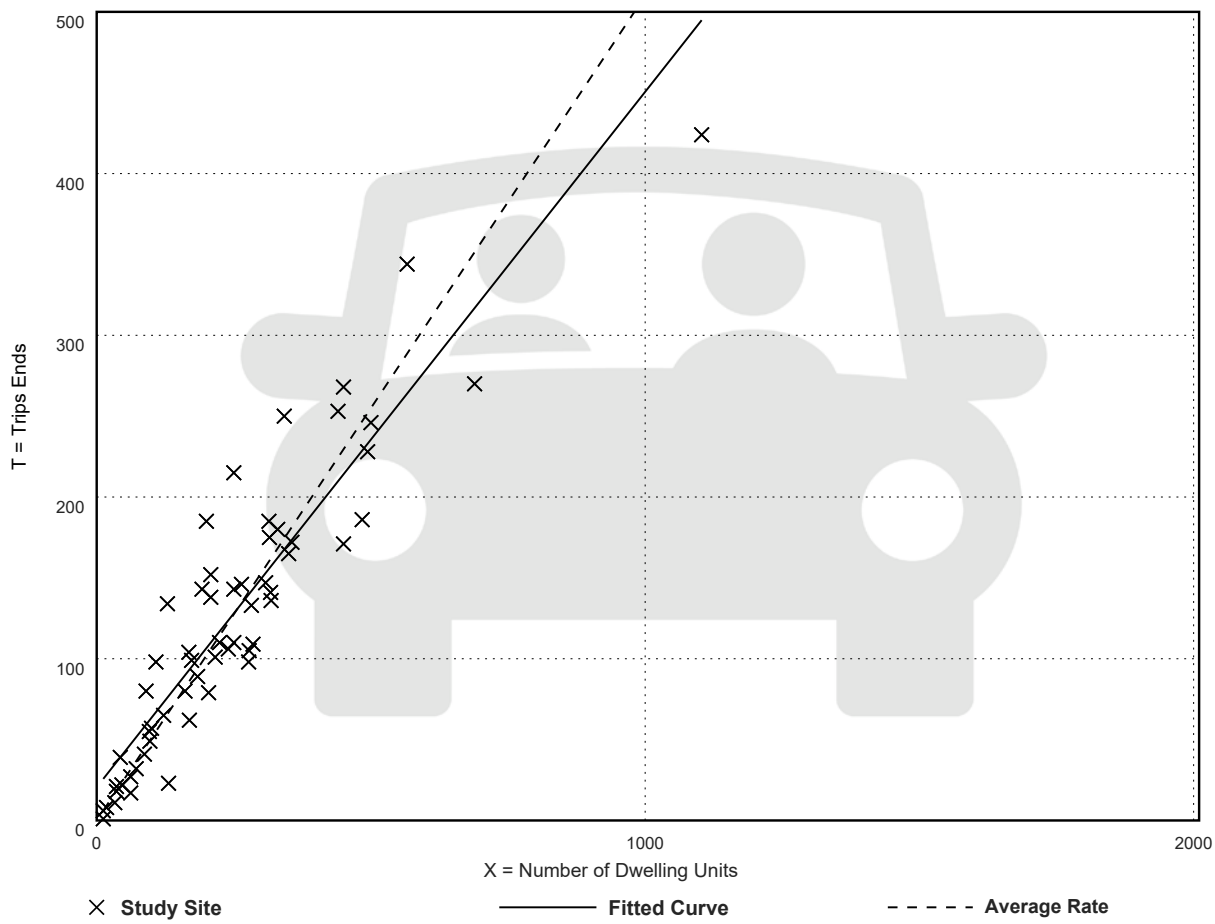
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 59
Avg. Num. of Dwelling Units: 241
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



Fitted Curve Equation: T = 0.43(X) + 20.55

R^2= 0.84

Land Use: 821
Shopping Plaza (40-150k)

Description

A shopping plaza is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has between 40,000 and 150,000 square feet of gross leasable area (GLA). The term "plaza" in the land use name rather than "center" is simply a means of distinction between the different shopping center size ranges. Various other names are commonly used to categorize a shopping plaza within this size range, depending on its specific size and tenants, such as neighborhood center, community center, and fashion center.

Its major tenant is often a supermarket but many sites are anchored by home improvement, discount, or other stores. A shopping plaza typically contains more than retail merchandising facilities. Office space, a movie theater, restaurants, a post office, banks, a health club, and recreational facilities are common tenants. A shopping plaza is almost always open-air and the GLA is the same as the gross floor area of the building.

The 150,000 square feet GLA threshold value between shopping plaza and shopping center (Land Use 820) is based on an examination of trip generation data. For a shopping plaza that is smaller than the threshold value, the presence or absence of a supermarket within the plaza has a measurable effect on site trip generation. For a shopping center that is larger than the threshold value, the trips generated by its other major tenants mask any effects of the presence or absence of an on-site supermarket.

The 40,000 square feet GFA threshold between shopping plaza and strip retail plaza (Land Use 822) was selected based on an examination of the overall shopping center/plaza database. No shopping plaza with a supermarket as its anchor is smaller than 40,000 square feet GLA.

Shopping center (>150k) (Land Use 820), strip retail plaza (<40k) (Land Use 822), and factory outlet center (Land Use 823) are related uses.

Land Use Subcategory

The presence or absence of a supermarket in a shopping plaza has been determined to have a measurable effect on site trip generation. Therefore, data are presented for two subcategories for this land use: sites with a supermarket anchor and sites without a supermarket.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), British Columbia (CAN), California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Ontario (CAN), Oregon, Pennsylvania, South Dakota, Texas, Vermont, Virginia, Washington, and Wisconsin.

Source Numbers

105, 110, 156, 159, 186, 198, 204, 211, 213, 239, 259, 260, 295, 301, 304, 305, 307, 317, 319, 358, 376, 390, 400, 404, 437, 444, 446, 507, 580, 598, 658, 728, 908, 926, 944, 946, 960, 973, 974, 1004, 1009, 1025, 1069

Shopping Plaza (40-150k) - Supermarket - Yes (821)

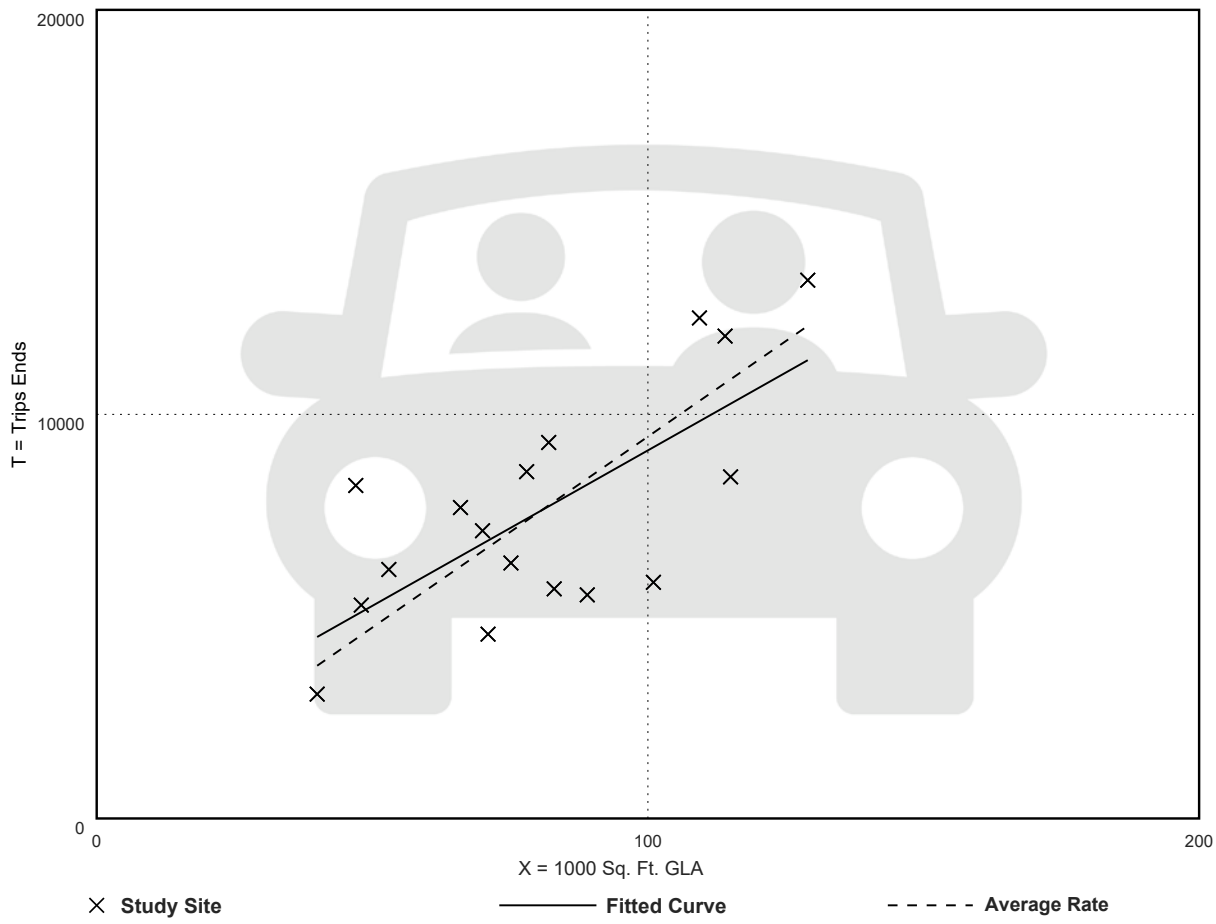
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 17
Avg. 1000 Sq. Ft. GLA: 81
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
94.49	57.86 - 175.32	26.55

Data Plot and Equation



Fitted Curve Equation: T = 76.96(X) + 1412.79

R^2= 0.50

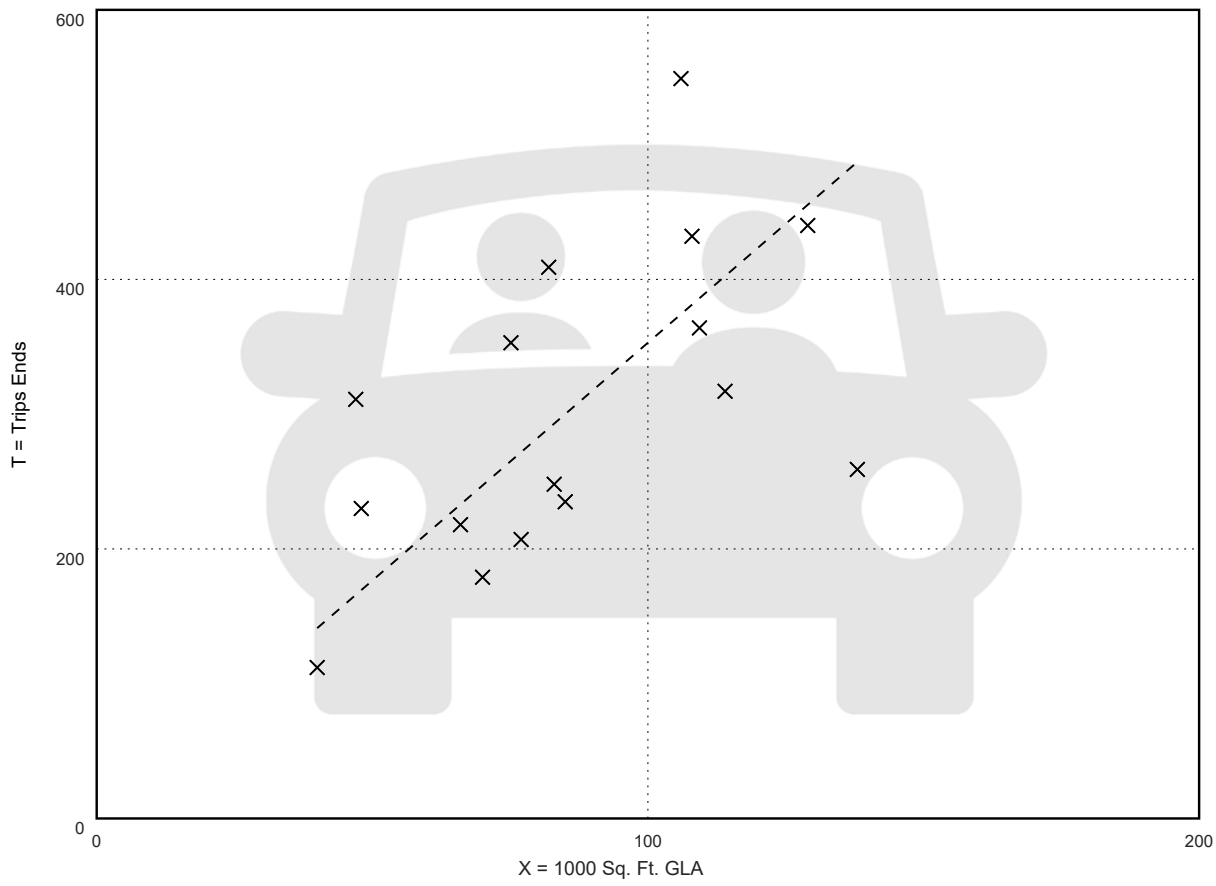
Shopping Plaza (40-150k) - Supermarket - Yes (821)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 16
Avg. 1000 Sq. Ft. GLA: 86
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.53	1.88 - 6.62	1.17

Data Plot and Equation



× **Study Site** – – – – – **Average Rate**

Fitted Curve Equation: Not Given **R^2= *****

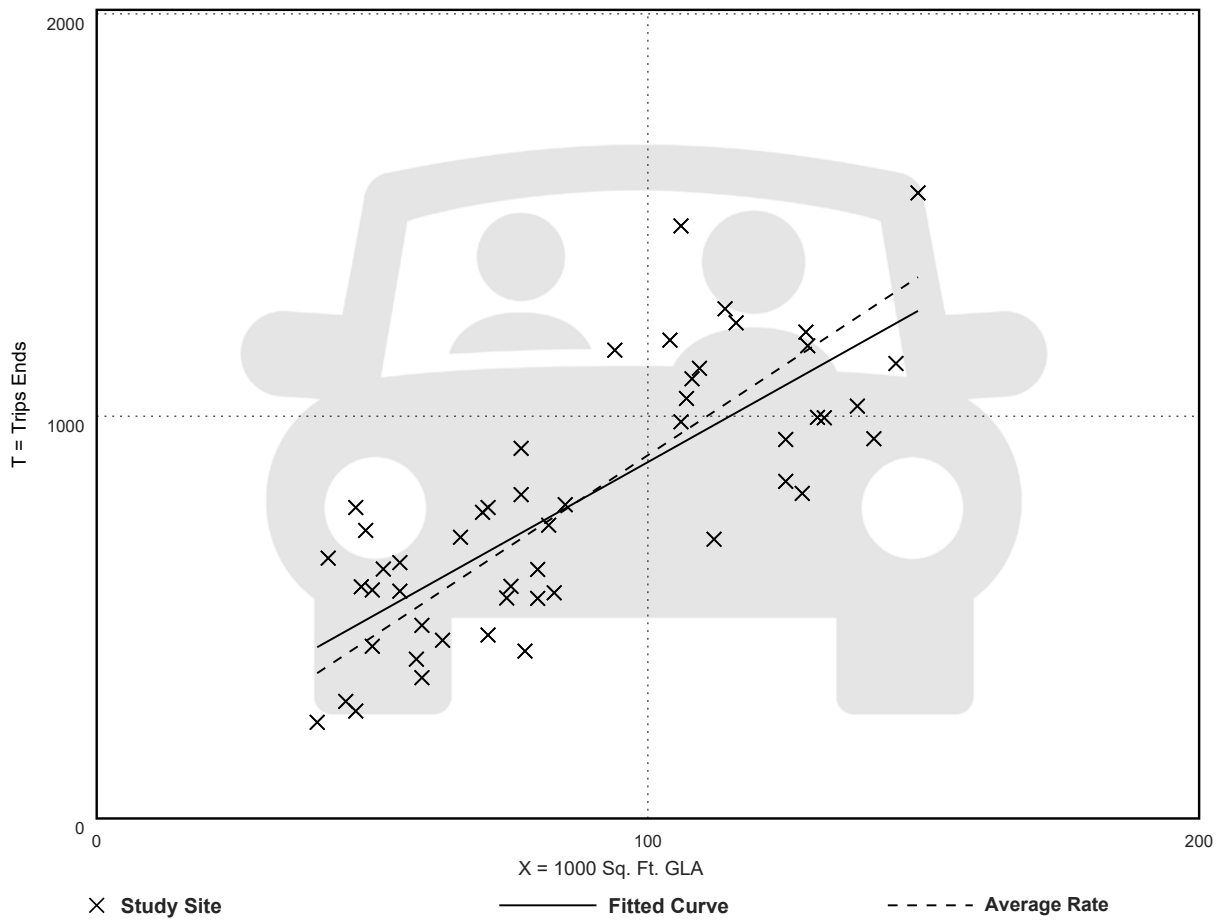
Shopping Plaza (40-150k) - Supermarket - Yes (821)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 51
Avg. 1000 Sq. Ft. GLA: 87
Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
9.03	5.35 - 16.45	2.37

Data Plot and Equation



Fitted Curve Equation: T = 7.67(X) + 118.86

R^2= 0.62

Table 13 – Road Improvement Needs by Land Use Type

Land Use	Unit	Trips	Trip Length	% New	Adj %	VMT	New Rds (Ln Ft)
Residential:							
800 FT² & Under	Dwelling	5.34	5.63	100%	35%	10.66	6.13
801 to 1,100	Dwelling	5.40	5.63	100%	35%	10.78	6.19
1,101 to 2,300	Dwelling	6.63	5.63	100%	35%	13.23	7.60
2,301 & Over	Dwelling	9.57	5.63	100%	35%	19.10	10.98
Non-Residential:							
Hotel/Motel	Room	8.17	5.57	90%	35%	14.52	8.34
RV Park	Per Lot	4.00	5.57	90%	35%	7.11	4.09
Nursing Home	1000 s.f.	7.58	3.46	100%	35%	9.30	5.34
ACLF	1000 s.f.	2.66	3.46	100%	35%	3.26	1.88
Medical Office	1000 s.f.	36.13	3.46	90%	35%	39.88	22.92
Bank Walk In	1000 s.f.	69.60	3.46	53%	35%	45.25	26.00
Bank w/Drive In	1000 s.f.	148.15	3.46	53%	35%	96.31	55.35
Office Under 100,000 FT²	1000 s.f.	13.34	5.63	90%	35%	23.96	13.77
Office 100,000 to 199,999 FT²	1000 s.f.	11.38	5.63	90%	35%	20.44	11.75
Office 200,000 to 399,999 FT²	1000 s.f.	11.44	5.63	90%	35%	20.55	11.81
Office 400,000 TO 599,999 FT²	1000 s.f.	11.10	5.63	90%	35%	19.94	11.46
Office 600,000 TO 799,999 FT²	1000 s.f.	10.93	5.63	90%	35%	19.63	11.28
Office 800,000 TO 999,999 FT²	1000 s.f.	10.83	5.63	90%	35%	19.45	11.18
Office 1,000,000 Ft² or Larger	1000 s.f.	10.75	5.63	90%	35%	19.31	11.10
Manufacturing	1000 s.f.	3.82	5.63	90%	35%	6.86	3.94
Warehouse	1000 s.f.	3.56	5.63	90%	35%	6.40	3.68
Mini-Warehouse	1000 s.f.	2.50	5.63	90%	35%	4.49	2.58
Gen. Industrial	1000 s.f.	6.97	5.63	90%	35%	12.52	7.20
Retail Under 50,000 FT²	1000 s.f.	84.76	1.50	52%	35%	23.44	13.47
Retail 50,000 to 99,999 FT²	1000 s.f.	67.92	2.50	52%	35%	31.30	17.99
Retail 100,000 to 199,999 FT²	1000 s.f.	53.28	3.00	61%	35%	34.57	19.87
Retail 200,000 to 399,999 FT²	1000 s.f.	41.80	4.00	74%	35%	43.86	25.21
Retail 400,000 TO 599,999 FT²	1000 s.f.	36.27	5.73	77%	35%	56.73	32.60
Retail 600,000 TO 799,999 FT²	1000 s.f.	32.80	6.87	79%	35%	63.11	36.27
Retail 800,000 TO 999,999 FT²	1000 s.f.	30.33	8.00	80%	35%	68.81	39.55
Retail 1,000,000 Ft² or Larger	1000 s.f.	28.06	8.00	81%	35%	64.46	37.05
Gasoline/Service Station	Fuel Pstn	168.56	1.50	50%	35%	44.82	25.76
Auto Sales & Repair	1000 s.f.	33.34	3.46	85%	35%	34.76	19.98
Restaurant	1000 s.f.	89.95	3.29	56%	35%	58.75	33.76
Fast Food Restaurant	1000 s.f.	496.12	1.50	51%	35%	134.54	77.33
Car Wash	1000 s.f.	108.00	3.46	100%	35%	132.47	76.13
Convenience Store w/o Gas	1000 s.f.	737.99	1.50	39%	35%	153.05	87.96
Convenience Store w/Gas	1000 s.f.	845.60	1.50	39%	35%	175.36	100.79
Pharmacy w/Drive Thru	1000 s.f.	88.16	3.46	50%	35%	54.07	31.07
Golf Course	Hole	35.74	3.21	95%	35%	38.64	22.21
Racquet Club	1000 s.f.	14.03	3.21	95%	35%	15.17	8.72
Parks	Acre	2.28	3.21	95%	35%	2.47	1.42
Tennis Court	Court	31.04	3.21	95%	35%	33.56	19.29
Marina	Slip	2.96	3.37	95%	35%	3.36	1.93
Boat Storage	Slip	2.96	3.37	95%	35%	3.36	1.93
Post Office	1000 s.f.	108.19	3.21	90%	35%	110.80	63.68
Library	1000 s.f.	56.24	5.63	90%	35%	101.02	58.06
Day Care Center	1000 s.f.	79.26	3.46	50%	35%	48.61	27.94
Hospital	1000 s.f.	16.50	5.63	90%	35%	29.64	17.03
House of Worship	1000 s.f.	9.11	5.36	95%	35%	16.45	9.45
Movie Theatre	1000 s.f.	78.06	3.21	95%	35%	84.39	48.50
Elem School	1000 s.f.	15.43	5.36	100%	35%	29.32	16.85
Middle School	1000 s.f.	13.78	5.36	100%	35%	26.18	15.05
High School	1000 s.f.	12.89	5.36	100%	35%	24.49	14.08
Fitness Center	1000 s.f.	32.93	3.46	95%	35%	38.37	22.05

Source: Institute of Transporation Engineers Trip Generation - 8th Edition
Palm Beach County Trip Generation Rates - September 1, 2011
Walter H. Keller, Inc.

Martin County 2021 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2021 Average Annual Daily Traffic	2021 Peak Hour Directional Volume	2021 Generalized LOS	Avg. Annual Growth Rate
Ocean Blvd	Palm Beach Rd	SR-714	4-Ln Divided Non-State	1465	14,331	663	D	0.6%
Osprey St	SR-5	CR-A1A	Class II: 2-Ln Undivided	750	4,794	207	C	1.2%
Osprey St	CR-A1A	Gomez Ave	Class II: 2-Ln Undivided	750	2,042	111	C	0.5%
Palm Beach Rd	SR-714	Ocean Blvd	2-Ln Divided Non-State	710	7,493	361	D	0.5%
Palm City Rd	SR-714	SR-5	Class II: 2-Ln Undivided	750	6,893	408	D	1.9%
Palmer St	CR-707	Indian River Dr	Class II: 2-Ln Undivided	750	3,254	244	C	1.7%
Pineapple Wy	CR-707A(Jensen Beach Blvd.)	SR-732	Class II: 2-Ln Undivided	750	11,208	509	D	0.5%
Pomeroy St	SR-76	Willoughby Blvd	Class II: 2-Ln Divided	790	9,042	436	D	0.5%
Pomeroy St	Willoughby Blvd	SR-5	Class II: 2-Ln Divided	790	8,766	415	D	1.0%
Salerno Rd	SR-76	Willoughby Blvd	Class I: 2-Ln Undivided	880	7,618	397	C	0.8%
Salerno Rd	Willoughby Blvd	SR-5	Class II: 2-Ln Divided	790	8,749	509	D	0.5%
Salerno Rd	Commerce Ave	CR-A1A	Class II: 2-Ln Undivided	750	7,758	376	D	0.5%
Seabranch Blvd	Doubletree Dr	SR-5	Class I: 4-Ln Divided	2000	6,011	313	C	0.5%
Sewalls Pt Rd	SR-A1A	Palmer St	2-Ln Undivided Non-State	675	9,874	469	D	3.7%
Skyline Dr	CR-707A	CR-707	2-Ln Undivided Non-State	675	1,780	82	C	0.5%
SR-5 (US-1)	Palm Beach County	CR-A1A	Transitional 4-Ln Uninter /Divided Flow	3120	21,041	974	A/B	1.1%
SR-5 (US-1)	CR-A1A	CR-708	Class I: 4-Ln Divided	2000	18,214	1,190	C	1.4%
SR-5 (US-1)	CR-708	Osprey St	Class I: 4-Ln Divided	2000	24,897	1,405	C	1.0%
SR-5 (US-1)	Osprey St	Seabranch Blvd	Class I: 4-Ln Divided	2000	23,633	1,330	C	0.5%
SR-5 (US-1)	Seabranch Blvd	Cove Rd	Class I: 6-Ln Divided	3020	29,876	1,397	C	0.5%
SR-5 (US-1)	Cove Rd	Salerno Rd	Class I: 6-Ln Divided	3020	31,597	1,450	C	0.5%

gments with shaded LOS require additional analysis.
he peaks are: Cove Rd (AM/EB) and Murphy Rd (PM/NB).

Basic Info

PIN	AIN	Situs Address	Website Updated
34-38-42-000-140-00140-6	48565	UNASSIGNED	1/6/23

General Information

Property Owners
EMPLOYEES MONEY PURCHASE PENSION PLAN & TRUST OF BOCA CARDIOLOGY ASSOCIATES BABIC & VINCI PA FBO STEPHEN BABIC

Mailing Address
STEPHEN BABIC MD TTEE
7155 QUEENFERRY CIR
BOCA RATON FL 33496

Tax District
DISTRICT THREE MSTU

Parcel ID
34-38-42-000-140-00140-6

Account Number
48565

Property Address
UNASSIGNED

Legal Description
GOMEZ GRANT W OF RIVER BEG E R/W US 1 & ...

Use Code/Property Class
9900 - 9900 Vacant Acreage

Neighborhood
M5 M5-HOBESOUND

Legal Acres
4.01

Ag Use Size (Acre\Sq Ft)
N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2022	$ 754,680	$ 0	$ 754,680	$ 465,686	$ 288,994	$ 0	$ 288,994

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.

Current Sale

Sale Date	Grantor (Seller)	Doc Num
6/30/87	SELLER - see file for name	N/A
Sale Price	**Deed Type**	**Book & Page**
$ 200,000	Special Warranty Deed	0725 1687

Legal Description

GOMEZ GRANT W OF RIVER BEG E R/W US 1 & N/LN RIDGEWAY S/D NWLY ALG R/W 3102.67' FOR POB CONT NWLY 249' NELY 700' SELY 249' SWLY 700' TO POB

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

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

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
EMPLOYEES' MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT OF BOCA RATON	7155 QUEEN FERRY CIRCLE BOCA RATON, FL 33496
CARDIOLOGY ASSOCIATES, BABIC AND VINCI, P.A., FOR THE BENEFIT OF STEPHEN BABIC	

(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
STEPHEN BABIC	7155 QUEEN FERRY CIRCLE BOCA RATON, FL 33496	100.0%
NO OTHER INVESTORS HAVE 5.0% OR MORE INTEREST IN THE TRUST		

(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
LIVE OAK CAPITAL PARTNERS	430 PLASTERS AVE., NE, STE. 200 ATLANTA, GA 30324	BUYER
FLORIDA COMMERCIAL REALTORS TOM AYDELOTTE	309 SE OSCEOLA ST., STE. #104 STUART, FL 34994	LISTING BROKER
NAI SOUTHEAST DOUG LEGLER CASEY COMBS	100 SW ALBANY AVE., STE. 200 STUART, FL 34994	BUYER'S BROKER

(If more space is needed attach separate sheet)

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

Application Name and/or Project Number	Names & Addresses of Parties involved	Date	Type of Application	Status of Application[1]*

(If more space is needed attach separate sheet)

[1] Status defined as: A = Approved P = Pending D = Denied W = Withdrawn

1/27/2025 21:47:13 Babic 5614833181 1/3

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

STEPHEN BABIC
Print name

STATE OF: Florida

COUNTY OF: Palm Beach

The foregoing instrument was ☐ sworn to, ☐ affirmed, or ☒ acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27 day of January, 2025 by _____, who is ☒ personally known to me, or ☐ produced the following type of identification _____.

NOTARY PUBLIC SEAL

Notary Public, State of Florida

Notary Public State of Florida
Adele Forman
My Commission
HH 208993
Exp. 12/8/2025

Adele Forman
(Printed, Typed or Stamped Name of Notary Public)

DISCLOSURE OF INTEREST AFFIDAVIT

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

DISCLOSURE OF INTEREST AFFIDAVIT

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.

CPA 23-02 Hobe Sound Storage FLUM Amendment

Public Notice

Public Notice Mailer Affidavit

(Do NOT Sign and Notarize Until Mailers Have Been Sent)

State of Florida)

) SS:

County of Martin)

Before me personally appeared Brandon Ulmer, who, being duly sworn,
Print Name

deposes and states the following:

1. That on the 11th day of May, 2023, the public notices for Case Number CPA 23-02 were mailed to all property owners within 1 thousand (1,000) feet of the land contained in the application.

Signature

SWORN TO AND SUBSCRIBED before me this 12th day of May 2023, by Brandon Ulmer, who personally appeared before me and who did not take an oath.
Print Name

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced_____

(NOTARY SEAL)

Notary Public State of Florida
Ashley L Bobier
My Commission
HH 206155
Exp. 12/8/2025

(Ashley Bobier)
Notary Signature

(Ashley Bobier)
Name of Notary Typed, Printed, or Stamped

NOTICE OF PUBLIC HEARINGS

May 11th, 2023

Subject and Location: **Hobe Sound Storage (CPA 23-02) – – f/k/a Vineyard II (V026-002) – Employees Money Purchase Pension Plan & Trust of Boca Cardiology Associates Babic & Vinci PA FBO Stephen Babic -** This is a request for a proposed Future Land Use amendment on a 4.01-acre parcel to change from Medium Density Residential (8 units per acre) to General Commercial. The request is made concurrent with a proposed rezoning of the parcel from RS-6 (Medium Density Residential District) to GC (General Commercial) which is being considered separately. The 4.01-acre parcel of land is located on the east side of S.E. Federal Highway between S.E. Heritage Boulevard and S.E. Constitution Boulevard in Hobe Sound.

Dear Property Owner:

As a landowner within 1000 feet of the property identified in the above description and shown on the enclosed map, please be advised that described property is the subject of applications to make the following changes:

1) Change the Future Land Use designation from Medium Density Residential (allowing 8 units per acre) to General Commercial; and
2) Change the Zoning District from RS-6, (Medium Density Residential) to GC (General Commercial).

Two public hearings are scheduled on this application. 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, June 1, 2023

Time and Date: **BOARD OF COUNTY COMMISSIONERS**
9:00 A.M., or as soon after as the matter may be heard, on
Tuesday, June 20, 2023

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 to participate in these proceedings are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, or the Office of the County Administrator at (772) 288-5400, or in writing to 2401 S.E. Monterey Road, Stuart, FL 34996, no later than three days before the date of the meeting. Persons using a TTY device, please call 711 Florida Relay Services.

When attending a public hearing, a person may speak during the public comment portion of the public hearing.

If any person who decides to appeal a decision made with respect to any matter considered at the meetings or hearings of a board, committee, agency, council, or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made. This record should include the testimony and evidence upon which the appeal is to be based.

For further information, including copies of the original application documents or agenda item materials, please call the Growth Management Department at (772) 288-5495. Prior to the public hearings, written comments should be sent to Daphne Schaub, Senior Planner, at dschaub@martin.fl.us or to 2401 SE Monterey Road, Stuart, FL 34996

Sincerely,

Brandon Ulmer

Attachment: Location Map and legal descripton

LEGAL DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF RIDGEWAY MOBILE HOME SUBDIVISION AS RECORDED IN PLAT BOOK 7, PAGE 26, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, THENCE RUN NORTH 42°14'43" WEST A DISTANCE OF 3102.67 FEET ALONG THE EAST RIGHT OF WAY OF U.S. #1 TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 42°14'43" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 249.00 FEET, THENCE RUN NORTH 47°45'17" EAST A DISTNAVE OF 700.00 FEET, THENCE RUN SOUTH 42°14'43" EAST A DISTANCE OF 249.00 FEET, THENCE RUN SOUTH 47°45'17" WEST A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING.

LOCATION MAP

PROJECT:	HOBE SOUND STORAGE		
LOCATION:	MARTIN COUNTY, FLORIDA		
PROJECT NO:	FJ220006	PAGE NO: 1	OF 1
PREPARED BY:	NJL	DATE:	09/21/2022
CHECKED BY:	BMU	SCALE:	N.T.S.

THOMAS ENGINEERING GROUP

CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS

125 W. INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 PHONE: (561) 203-7503

N

D-Signs, LLC
911 S.E. Hillcrest Ave.
Stuart, FL 34994

May 12, 2023

Thomas Engineering Group, LLC
840 SE Osceola St.
Stuart FL 34994

REF: Hobe Sound Storage
CPA #23-02
& Project # H164-002

Attn::

This Letter is to Certify that the above referenced sign(s) were installed per Martin County requirements. On 5/12/23 This sign was posted according to and complies with the standards of the notice provisions of Article 10, Section 10:6 Development Review Procedures.

Sign 1 Zoning Change
Sign 2 Major Final Site Plan

Kurt C. Larsen

Date 5/12/23

State of Florida
County of Martin

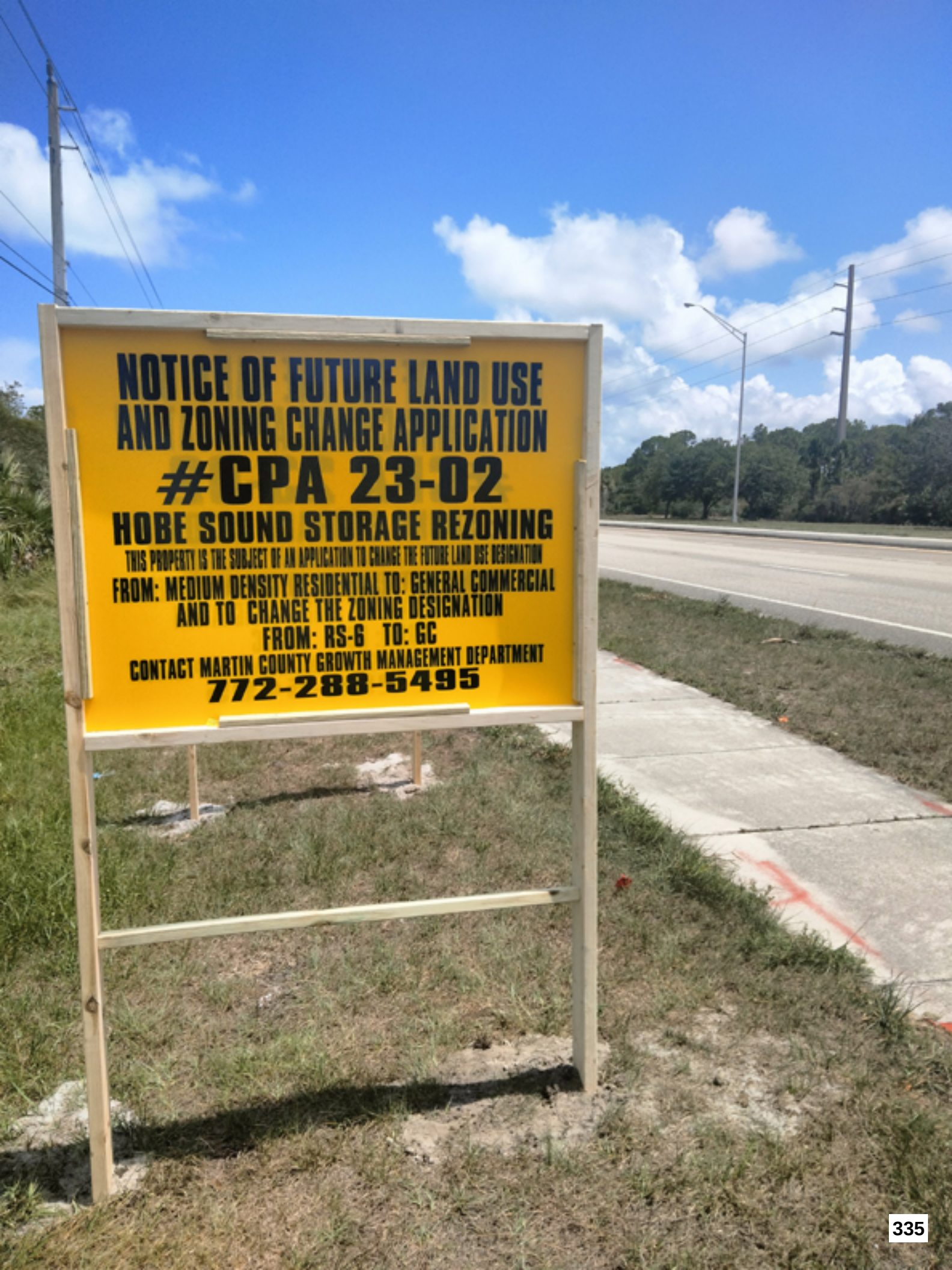
Kurt C. Larsen, who is personally known to me, who did not take an oath, acknowledged the foregoing instrument before me on May 12, 2023.

JUANITA SMITH
Notary Public, State of Florida
Commission No. GG 953580
My Comm. Exp. Feb. 11, 2024

NOTICE
DEVELOPMENT APPLICATION
HOBE SOUND STORAGE
MAJOR FINAL SITE PLAN
ADDITIONAL INFORMATION CAN BE OBTAINED FROM
MARTIN COUNTY GROWTH MANAGEMENT @772-288-5495
PROJECT # H164-002
23-02
RAGE REZONING
ZONING DESIGNATION
TO: GC
8-5495

NOTICE
DEVELOPMENT APPLICATION
HOBE SOUND STORAGE
MAJOR FINAL SITE PLAN
ADDITIONAL INFORMATION CAN BE OBTAINED FROM
MARTIN COUNTY GROWTH MANAGEMENT @772-288-5495
PROJECT # H164-002

NOTICE OF FUTURE LAND USE
AND ZONING CHANGE APPLICATION
#CPA 23-02
HOBE SOUND STORAGE REZONING
THIS PROPERTY IS THE SUBJECT OF AN APPLICATION TO CHANGE THE FUTURE LAND USE DESIGNATION
FROM: MEDIUM DENSITY RESIDENTIAL TO: GENERAL COMMERCIAL
AND TO CHANGE THE ZONING DESIGNATION
FROM: RS-6 TO: GC
CONTACT MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT
772-288-5495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Prestige title agency, Inc.

736 Colorado avenue, Suite a, Stuart, Florida 34994 ·phone: (772) 283-5590 fax: (772) 283-5699 email: ptatitle@bellsouth.net

November 4, 2024

Ownership Search

Prepared For: MARTIN COUNTY

We hereby certify that a search has been made of the Martin County Property Appraiser's records regarding a 1,000-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

icrews

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. P24-11969/IC

THE ATTACHED REPORT IS ISSUED TO THOMAS ENGINEERING GROUP. THE ATTACHED REPORT MAY NOT BE RELIED ON BY ANY OTHER PARTY. NO LIABILITY IS ASSUMED BY STEWART 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 1,000-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: icrews

Iris M. Crews

87-5-74gh **663704**

WARRANTY DEED

RAMCO FORM 01

This Warranty Deed Made the 17th day of June A. D. 1987 by
IRWIN S. GARS, as Trustee and individually

hereinafter called the grantor, to
STEPHEN BABIC, M.D., AS TRUSTEE FOR EMPLOYEES' MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT OF BOCA RATON CARDIOLOGY ASSOCIATES, BABIC AND VINCI, P.A., FOR THE BENEFIT OF STEPHEN BABIC
whose postoffice address is 7321 Estrella Ct.
hereinafter called the grantee: Boca Raton, Florida 33427

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

Commencing at the Northwest corner of Ridgeway Mobile Home Subdivision as recorded in Plat Book 7, Page 26, Public Records of Martin County, Florida, thence run North 42 14'43" West a distance of 3102.67 feet along the East right of way of U.S.#1 to the Point of Beginning, thence continue North 42 14'43" West along said right of way a distance of 249.00 feet, thence run North 47 45'17" East a distance of 700.00 feet, thence run South 42 14' 43" East a distance of 249.00 feet, thence run South 47 45'17" West a distance of 700.00 feet to the Point of Beginning.

Subject to taxes--Subsequent to December 31,1986 and restrictions, reservations, easements and covenants of record.

GRANTOR hereby certifies that said property is not his homestead and that said property is vacant land.

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, 19

In Witness Whereof, the said grantor has signed and sealed these presents the day and year aforesaid.

Signed, sealed and delivered in our presence:

IRWIN S. GARS, as Trustee, and individually

STATE OF Florida
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared
Irwin S. Gars, as Trustee, and Individually

to me known to be the person described in and who executed the foregoing instrument and has acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of June, A. D. 19 87

Notary Public -- My Commission Expires

Notary Public, State of Florida
My Commission Expires March 18, 1988
Security Bond Associates, Inc.

SPACE BELOW FOR RECORDERS USE

O.R. BOOK 725 PAGE 1687

This Instrument prepared by:
Address STEWART TITLE OF MARTIN COUNTY
409 E. Osceola Ave.
Stuart, Fl. 33494

EXHIBIT "A"

RAMCO FORM 01

Warranty Deed

To

P.B. 7,25 PG. 1668

IC-A

EXHIBIT "A"

MARTIN COUNTY
PROPERTY APPRAISER
Jenny Fields, CFA

Basic Info

PIN	AIN	Situs Address	Website Updated
34-38-42-000-140-00140-6	48565	UNASSIGNED	11/4/24

General Information

CHANGE MAILING ADDRESS SIGN UP FOR PROPERTY FRAUD ALERT

Property Owners
EMPLOYEES MONEY PURCHASE PENSION PLAN & TRUST OF BOCA CARDIOLOGY ASSOCIATES
BABIC & VINCI PA FBO STEPHEN BABIC

Mailing Address
STEPHEN BABIC MD TTEE
7155 QUEENFERRY CIR
BOCA RATON FL 33496

Tax District
DISTRICT THREE MSTU

Parcel ID
34-38-42-000-140-00140-6

Account Number
48565

Property Address
UNASSIGNED

Legal Description
GOMEZ GRANT W OF RIVER BEG E R/W US 1 & ...

Use Code/Property Class
9900 - 9900 Vacant Acreage

Neighborhood
M5 M5-HOBESOUND

Legal Acres
4.01

Ag Use Size (Acre\Sq Ft)
N/A

EXHIBIT "B"

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2024	$ 762,920	$ 0	$ 762,920	$ 413,238	$ 349,682	$ 0	$ 349,682

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.

Current Sale

Sale Date	Grantor (Seller)	Doc Num
6/30/87	SELLER - see file for name	N/A
Sale Price	**Deed Type**	**Book & Page**
$ 200,000	Special Warranty Deed	0725 1687

Legal Description

GOMEZ GRANT W OF RIVER BEG E R/W US 1 & N/LN RIDGEWAY S/D NWLY ALG R/W 3102.67' FOR POB CONT NWLY 249' NELY 700' SELY 249' SWLY 700' TO POB

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

EXHIBIT "B"

December 18th, 2024

RE Notice of Public Hearings on Comprehensive Plan Amendment (CPA) 23-02, Hobe Sound Storage: An application was submitted by Thomas Engineering Group LLC, on behalf of Employees Money Purchase Pension Plan & Trust of Boca Cardiology Associates Babic and Vinci PA FBO Stephen Babic, to change the Future Land Use Designation and the Zoning District Classification for a ±4.01-acre undeveloped property located east of SE Federal Highway approximately 0.28 miles south of SE Heritage Boulevard and south of the Bethel Lutheran Church in Hobe Sound ("Property"). Included in this application is a request for a Certificate of Public Facilities Reservation.

Dear Property Owner:

As a landowner within 1,000 feet of the Property identified above and shown on the attached map, please be advised that consideration of proposed amendments to (1) the Future Land Use Map and (2) the County Zoning Atlas will occur at two public hearings.

1. Legislative public hearing to change the Future Land Use Designation:

   FROM: Medium Density Residential TO: General Commercial

2. Quasi-judicial public hearing to change the Zoning District Classification:

   FROM: RS-6 (Medium Density Residential) TO: GC (General Commercial)

The date, time, and location of both public hearings listed above are as follows:

Governing Body:	**BOARD OF COUNTY COMMISSIONERS**
Time and Date:	9:00 A.M., or as soon after as the matter may be heard, on Tuesday, February 11, 2025
Place:	Martin County Administrative Center 2401 S.E. Monterey Road Stuart, Florida 34996

Accessibility arrangements: Persons with disabilities who need an accommodation to participate in these proceedings are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, or the Office of the County Administrator at (772) 288-5400, or in writing to 2401 S.E. Monterey Road, Stuart, FL 34996, no later than three days before the date of the meeting. Persons using a TTY device, please call 711 Florida Relay Services.

Public Involvement opportunities. All interested persons are invited to attend the above-described hearings and will have an opportunity to speak during the public comment portion of the public hearing. Written comments will be included as part of the public record of the application.

Record for appeals: If any person who decides to appeal a decision made with respect to any matter considered at the meetings or hearings of a board, committee, agency, council, or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made. This record should include the testimony and evidence upon which the appeal is to be based.

Comprehensive Future Land Use Designation Facts: The Future Land Use Map is an exhibit of the Martin County Comprehensive Growth Management Plan which is one of the primary tools for managing land development. The Future Land Use designation of a parcel of land determines the general type of use allowed, as well as the maximum level of density or intensity allowed (such as the number of residential units per acre). The zoning regulations provide one or more zoning districts for implementing each Future Land Use designation. The zoning designation determines, in more detail than the Future Land Use designation, what type and level of development may occur. A change to the Future Land Use Map requires the following legislative public hearings:

1. Local Planning Agency, which makes recommendations to the Board of County Commissioners (done on June 1, 2023).
2. Board of County Commissioners, to determine whether the proposed amendment should be adopted.

Ability to intervene in the quasi-judicial public hearing to change the zoning district classification: A person may participate as an Intervenor in the quasi-judicial hearing on the rezoning. An Intervenor can ask questions of the staff and applicant and can provide testimony. To be an Intervenor, a person must qualify to receive mailed notice of the application in accordance with Article 10, Section 10.6.E, Land Development Regulations, Martin County Code. In addition, an Intervenor must file a form of intent with the County Administrator at least seven (7) business days prior to the Local Planning Agency (LPA) or Board of County Commissioners (BOCC) meeting. No fee will be assessed. If the Intervenor is representing a group/association, he/she must file a letter on official letterhead, signed by an authorized representative of the group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us. Any documentation, including any digital media, intended to be proffered as evidence must be submitted to the Growth Management Department at least seven (7) business days prior to the LPA or BCC meetings.

Submit Written Comments to:	Growth Management Director Growth Management Department Martin County 2401 S.E. Monterey Road Stuart, Florida 34996

For further information, including copies of the original application documents or agenda item materials, please call the Growth Management Department at (772) 288-5495. Prior to the public hearings, written comments should be sent to Amy Offenbach, Planner, at aoffenbach@martin.fl.us or to 2401 SE Monterey Road, Stuart, FL 34996.

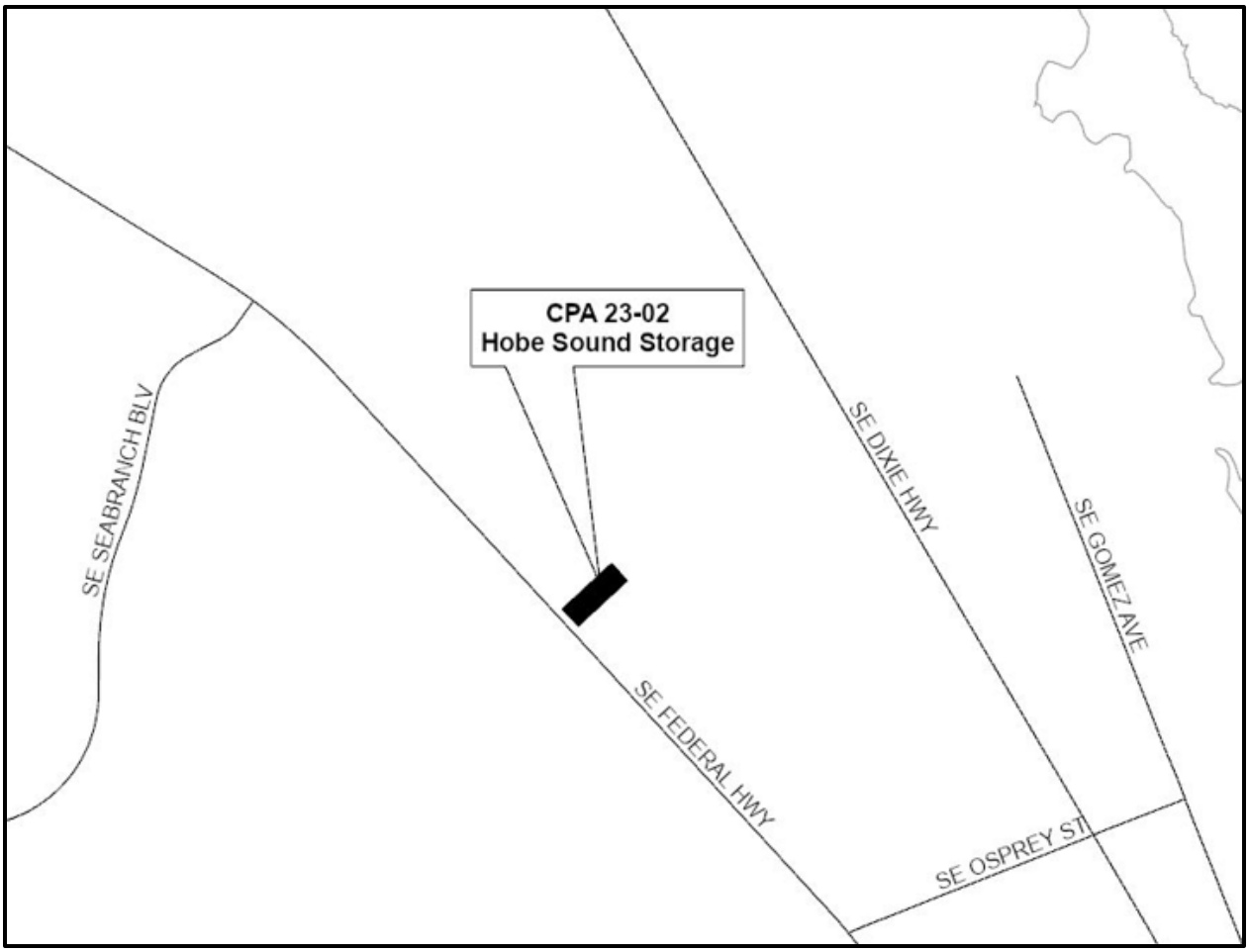
Sincerely,

Employees Money Purchase Pension Plan & Trust of Boca Cardiology Associates Babic and Vinci PA FBO Stephen Babic

Attachment: Location Map

Location Map

Parcel ID: 34-38-42-000-140-00140-6
Legal Description: GOMEZ GRANT W OF RIVER BEG E R/W US 1 & N/LN RIDGEWAY S/D NWLY ALG R/W 3102.67' FOR POB CONT NWLY 249' NELY 700' SELY 249' SWLY 700' TO POB



THOMAS
ENGINEERING GROUP

840 SE Osceola Street
Stuart, FL 34994

ORR BRADFORD S ORR LISA W
43 HAWKS RIDGE DR
SHELTON CT 06484

345

Public Notice Mailer Affidavit

(Do NOT Sign and Notarize Until Mailers Have Been Sent)

State of Florida)

) SS:

County of Martin)

Before me personally appeared Brandon Ulmer, who, being duly sworn,
Print Name

deposes and states the following:

1. That on the 19th day of December, 20 24, the public notices for Case Number CPA-23-02 were mailed to all property owners within 1 thousand (1,000) feet of the land contained in the application.

Signature

SWORN TO AND SUBSCRIBED before me this 30th day of December 2024, by Brandon Ulmer, who personally appeared before me and who did not take an oath.
Print Name

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

(NOTARY SEAL)

Notary Public State of Florida
Ashley L Bobier
My Commission
HH 206155
Exp. 12/8/2025

(Ashley L. Bobier)
Notary Signature

(Ashley L. Bobier)
Name of Notary Typed, Printed, or Stamped

Hobe Sound Storage Rezoning

Public Comment

MAY - 8 2023

May 8, 2023

Honorable Sarah Heard
County Commissioner
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Dear Commissioner Heard,

Please forgive the handwritten note; my computer is not working.

I am writing about the property next door to the Lutheran Church on U.S. 1 just north of Heritage Ridge. The owner is for the third time requesting the property be changed from residential to commercial. Attached is the information they sent to Lexington Wood residents. The Local Planning Agency meeting date is January 5, 2017. This is from the last effort when the County Commissioners voted unanimously to keep the property residential for months.

Why would they try again. They have been told several times it is residential property. Any developer could easily sell homes built on this property. It is a prime residential location.

I would like to meet with you to discuss this if you have time one day.

In the meantime if the Planning Agency is going to meet on this, the date needs to be moved to a later date since we have not been notified.

Sincerely
Shaorn Norris

Ms. Shaorn I. Norris
7933 SE Lexington Ave
Hobe Sound, FL 33455-5827

772-546-4811 home
561-632-9073 cell

From: Daphne Schaub
To: "Stephen Hampe"
Subject: RE: 2023-5-9 Zoning comment
Date: Tuesday, May 9, 2023 12:58:00 PM

Thank you for your comments. I have included this communication into the public comments record for this application.

Daphne C. Schaub
Senior Planner
Growth Management Department
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996
dschaub@martin.fl.us
772-288-5930

From: Stephen Hampe <slhampe@hampeco.com>
Sent: Tuesday, May 9, 2023 12:54 PM
To: Daphne Schaub <dschaub@martin.fl.us>
Subject: 2023-5-9 Zoning comment

Ms. Daphne Schaub
Dschaub@martin.fl.us
County Administrator Martin County

As a resident family living on property adjacent and directly east of the approximate 4.0 acre undeveloped site located on the east side of S.E. Federal Hwy, approximately half a mile north from S.E. Constitution Blvd in Hobe Sound, which is being reviewed for rezoning, my hope is that the requested change will be refused. We have lived in Lexington Wood for over a decade and enjoyed its quiet residential atmosphere. As a result of the new retention pond project which is adjacent and south of this piece of property it would be out of character for all the property between SE Heritage Blvd. and Constitution Blvd if it is allowed to become zoned General Commercial. We believe 0ur residential property neighborhood appearance and attendant property values would definitely be negatively impacted by any commercial development of this parcel of land. We strongly request that no zoning change be approved.
Thank you for your consideration of our request.

Kindest regards,
Stephen L. Hampe
Vicki Pontello
7944 SE Lexington Ave.
Hobe Sound, FL. 33455
314 550 0314

RECEIVED
MAY 18 2023
GROWTH MANAGEMENT
DEPARTMENT

Date: May 15, 2023

Memo to: Lexington Wood Residents

From: Frank Boyer and Sharon Norris

Subject: Flood Control Canal and Lot Between Bethal Lutheran Church and Martin County Water Control Project on U.S.1
-----Hobe Sound Storage (CPA 23-02)-----

In 1955 the State of Florida recognized the area north of Osprey was at a lower elevation and in need of flood control. Lateral Ditch 1 (what we refer to as the"canal") was established. An 80ft right of way for the "canal" was designated as property owned by the State of Florida. The actual construction date is not known but it was estimated to be around 1970.

When Heritage Ridge North and the Heritage Ridge Golf course were built, a series of lakes were constructed and a device was constructed at 3 locations to carry excess water from the lakes to the canal. There is one of these structures between the lake by the Heritage Ridge North Pool and the canal.

The canal originates on the west side of U.S. 1 in Poinciana Gardens, goes east under U.S.1, turns north and proceeds past Cambridge, and then adjacent and thru Heritage Ridge North and the Heritage Golf Course (a separate entity). The canal then continues north thru Mariner Sands and ultimately flows into Manatee Pocket in Port Salerno.

Martin County has been replacing all of the metal drain pipes under their roads with concrete pipes. The pipe where the canal flows under Lexington Avenue could not be replaced as there is no alternate access available for residents to go over the canal. Martin County had the original metal pipe lined with concrete.

The Lot between Bethal Lutheran Church and pre-school and the Martin County Water Project was originally zoned A-1 – small farms district. The doctor who is responsible for the ownership of the property has been trying to build on it for years. His first effort in 2006 was to build townhouses from U.S. 1 to the canal right of way. A group of Lexington Wood residents, with the approval and endorsement of the President of HRNPOA (Dick Phelps), put together a package to oppose the development. The back

portion of the lot is wetlands and cannot be built upon, plus there were other problems with the proposal. The Lexington Wood group appeared before the Board of County Commissioners, and with the help of many professionals who volunteered their time and expertise, we presented our case.

The Board of County Commissioners unanimously voted to assign the zoning RS-6 (six single family residences) to the portion of the property that could be developed. Since that time, the owner of the lot has tried unsuccessfully to change the zoning to commercial in order to build a warehouse(s). The applications have been denied.

He is now making an effort again and a meeting of the County Planning Board is scheduled for June 1, 2023 to consider the requested change. It is important that no runoff of water from this property flow into the canal. The canal has flooded in the past when we have had heavy tropical storms. It flooded to the point where the roads in Lexington Wood and Lexington Avenue were flooded. The Board of County Commissioners is scheduled to hear the requested zoning change on Tuesday, June 20, 2023.

We are asking all Lexington Wood residents to email the County Administrator to voice our concerns. Her name and email are: Ms. Daphne Schwab, County Administrator, at Dschaub@martin.fl.us.

If you cannot email, just drop a note off at my home, Sharon Norris, 7933 S.E. Lexington Avenue and we will deliver it to the County Administrator.

May 18, 2023

RECEIVED
MAY 18 2023
GROWTH MANAGEMENT
DEPARTMENT

The Honorable Harold Jenkins
Board of Commissioners
Martin County
2401 S.E. Monterey Road
Stuart, FL 34996

Subject: Hobe Sound Storage (CPA 23-01)

Dear Commissioner Jenkins:

The Lexington Wood section of Heritage Ridge North POA ((HRNPOA) is located directly across the State Flood Canal behind the proposed zoning change for the Hobe Sound Storage project.

In 2006 the same owner of this parcel proposed changing the existing zoning to build townhouses from U.S. 1 to the rear of the property. A group of residents of Lexington Wood approached the President of HRNPOA and asked for permission from the HOA to oppose this project. We knew there was a large portion of wetlands at the rear of the property. The President of the HOA, Mr. Richard Phelps, gave us his full support and we kept him posted of our efforts. The attached memorandum covers the history of the canal from its construction sometime in around 1970 to the current date.

Sharon Norris appeared before the County Commissioners as the Advocate for the residents of Lexington Wood. We had input from various professionals who volunteered their time to identify the wetlands and other items that would make the townhouse development unsuitable. The County Commission at that hearing unanimously voted to zone the property for six single family homes per acre on the approximately two acres available for construction considering the wetlands and setbacks required.

Since that time on numerous occasions the owners of the property have continued to request that the property zoning be changed so they can construct a warehouse(s) on the property. To the north of the property is the Bethal Lutheran Church and preschool. To the south is the Martin County water conservation project which is under construction. A warehouse between these two properties and across from the single family homes in Lexington Wood is not suitable for the property.

We urge you to oppose this proposed zoning change. We are available to meet with you at your convenience to discuss this proposal.

Sincerely,

Frank Boyer
7924 S.E. Lexington Avenue

Sharon Norris
7933 S.E. Lexington Avenue

From: STEPHEN MCBROOM
To: Daphne Schaub
Subject: Lexington Woods
Date: Friday, May 19, 2023 10:55:09 AM

Hi Ms.Schaub
Just a note hoping that the County Board does not make a zoning change in order to have storage warehouses on US 1. I'm not sure that we could handle the water runoff in the canal behind my house. Don't need anymore flooding.
Thanks.
Steve McBroom
8004 SE Lexington Ave.

Sent from AT&T Yahoo Mail for iPhone

Daphne Schaub

From: +17163086370@tmomail.net
Sent: Saturday, May 20, 2023 1:16 PM
To: Daphne Schaub
Attachments: text_0.txt

Being a homeowner there since 1990, it is with great hesitation I would want to promote commercializing the land adjacent to our lovely Heritage Ridge! Isn't it enough that we have a fire station on one side and a Dollar General on the other! Hobe Sound is no longer the "best kept secret"! We still have a hint of the charm & character of "old world Florida" as we keep decreasing our residential status!The flood control is necessary, however, this petition for commercial downgrading is not!

I cannot be at the meeting, but I want to express my concerns.

Thank you for your consideration.

Brenda McMaster

7846 SE Trenton Ave.,

Hobe Sound, Fl. 33455

May 20, 2023

Being a homeowner there since 1990, it is with great hesitation I would want to promote commercializing the land adjacent to our lovely Heritage Ridge! Isn't it enough that we have a fire station on one side and a Dollar General on the other! Hobe Sound is no longer the "best kept secret"! We still have a hint of the charm & character of "Old World Florida" as we keep decreasing our residential status!

That being said, the new county flood control is necessary, however, this petition for commercial downgrading of the adjacent lot is not! The gentleman knew when he purchased that lot that there is important wetlands in the back of that property. His constant attempts at changing this for personal gain should not be considered.

I cannot be at the meeting, but I want to express my concerns.

Thank you for your consideration.

Brenda McMaster
7846 SE Trenton Ave.
Hobe Sound, Fl. 33455

From: Luiz Francico
To: dschaub@martin.fl; Daphne Schaub; Dschwab@martin.fl.us
Date: Tuesday, May 23, 2023 2:38:00 PM

Dear Ms Schwab,
This letter is a statement and request for action in the good faith of residents in the Heritage Ridge North golf community where I reside. Our community is facing a proposed storage project that will deteriorate our community's tranquility and integrity if approved. This project along with the proposed change of zoning is a slap in our faces and a true demonstration of money power by these developers. We understand the need for the county to acquire more revenue, but it can not happen with unlimited actions by the county allowing such a project/zone change.
Many of us are coming to you and in other ways to request your correct sensible action to stop this project from happening. When I bought my home, I understood it was located in a residential area with no commercial buildings like this proposed storage facility will be near. I strongly request this change of zoning and permission for this commercial project be denied for the well of all of us residents of the area.
We greatly appreciate your diligence on this matter as you were elected to help taxpayers like myself to administer our county without depreciating our residential zonings.

--
Luiz S. Francisco
(631)603-7643

From: Kristina Gregg
To: Don Donaldson; Harold Jenkins; Kimberlee Levee
Subject: Hobe Sound Storage - CPA 23-02
Date: Wednesday, May 24, 2023 10:31:27 AM

Good morning, Martin County Officials –

As County Administrator, I am writing to you today as a homeowner at 7815 SE Trenton Avenue, Hobe Sound, FL 33455located in the Heritage Ridge North Community – most specifically, the Lexington Wood neighborhood.

I would like to express my concern and hope for the denial of the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

There is a Lateral Ditch 1 (referred to as the "Canal") which is located through our Heritage Ridge North Community, Heritage Ridge Golf Course, and most important to me – the Lexington Wood neighborhood. This canal has flooded in the past when hurricanes and heavy tropical storms have occurred. The canal has flooded to the point where the roads in our Lexington Wood neighborhood have flooded, became impassable to vehicles, and potential damage to our home structures.

As a homeowner, and proud citizen of Hobe Sound, I ask that you deny the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

Thank you for your support and attention to this matter.

Kristina Gregg
7815 SE Trenton Avenue
Hobe Sound, FL 33455
401-965-7474

From: Kristina Gregg
To: Daphne Schaub
Subject: Hobe Sound Storage - CPA 23-02
Date: Wednesday, May 24, 2023 5:22:32 PM

Good afternoon, Ms. Schaub –

As Senior Planner, I am writing to you today as a homeowner at 7815 SE Trenton Avenue, Hobe Sound, FL, 33455 located in the Heritage Ridge North Community – most specifically, the Lexington Wood neighborhood.

I would like to express my concern and hope for the denial of the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

There is a Lateral Ditch 1 (referred to as the "Canal") which is located through our Heritage Ridge North Community, Heritage Ridge Golf Course, and most important to me – the Lexington Wood neighborhood. This canal has flooded in the past when hurricanes and heavy tropical storms have occurred. The canal has flooded to the point where the roads in our Lexington Wood neighborhood have flooded, became impassable to vehicles, and potential damage to our home structures.

As a homeowner, and proud citizen of Hobe Sound, I ask that you deny the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

Thank you for your support and attention to this matter.

Kristina Gregg
7815 SE Trenton Avenue
Hobe Sound, FL 33455
401-965-7474

From: ccrunner88
To: Daphne Schaub
Subject: Hobe Sound Storage - CPA 23-02
Date: Thursday, May 25, 2023 11:12:32 AM

Good morning, Ms. Schaub –

I am writing to you today as a homeowner at 7815 SE Trenton Avenue, Hobe Sound, FL, 33455 located in the Heritage Ridge North Community – most specifically, the Lexington Wood neighborhood.

I would like to express my concern and hope for the denial of the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

There is a Lateral Ditch 1 (referred to as the "Canal") which is located through our Heritage Ridge North Community, Heritage Ridge Golf Course, and most important to me – the Lexington Wood neighborhood. This canal has flooded in the past when hurricanes and heavy rain events have occurred. The canal has flooded to the point where the roads in our Lexington Wood neighborhood have flooded, became impassable to vehicles, and potential damage to our home structures. Building a storage unit on wetlands will exacerbate our flooding issues even more. Many of us believe this storage unit will not provide an economic benefit as there are already multiple storage units in our local area.

As a homeowner, and citizen of Hobe Sound, I ask that you **deny** the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

Thank you for your support and attention to this matter.

Ian Gregg
772-285-7120

May 25, 2023

County Administrator,

Mrs. Carlin is a very elderly lady who lives in Lexington Wood. Her house is positioned with the canal running behind her house and on the side of her house before it travels under Lexington Avenue. She asked that I deliver her note to the County Administrator to record her opposition to the Hobe Sound Storage (CPA 23-02) request to rezone the property on U.S.1.

Sharon Morris
7933 SE Lexington Ave
Hobe Sound, FL 33455
772-546-4811

ENTERED
MAY 26 2023

notes

I am opposed to any changes in current zoning laws.

Sandy Carlin
7824 S.E. Lexington

ENTERED
MAY 26 2023

Find comfort, courage and hope by joining us in prayer at stjo.org/prayer.

SJ0223NP

May 28, 2023

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Hobe Sound since 1979, and here in Heritage Ridge since 2012, I do not agree with commercializing the land adjacent to Heritage Ridge. We cannot keep decreasing our residential status!

The new county flood control is necessary, however, this petition to change the zoning of the adjacent lot is not! The gentleman knew when he purchased that lot that there are important wetlands in the back of that property. His constant attempts at changing this for personal gain should not be considered.

It is scary to think what could be built next to our local long standing well-loved preschool.

In addition, I have great concerns about keeping an area where wildlife can still strive and live in harmony with us rather than over development.

I cannot be at the meeting due to mobility issues, but I want to voice my opinion and express my concerns.

Thank you,

Linda E. Doyle

Linda E. Doyle

6225 Georgetown Place
Hobe Sound, FL 33455
(772) 403-3511

May 29, 2023

emailed

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Hobe Sound since 2007, I do not agree with commercializing the land adjacent to Heritage Ridge. While my property does not back up to this lot, it is important to everyone that we not keep decreasing our residential status!

The new county flood control is necessary, however, this petition to change the zoning of the adjacent lot is not! The gentleman knew when he purchased that lot that there are important wetlands in the back of that property. His constant attempts at changing this for personal gain should not be considered.

It is frightening to think what could be built next to our local long standing well-loved preschool.

In addition, I have great concerns about keeping an area where wildlife can still strive and live in harmony with us rather than over development.

I cannot be at the meeting, but I want to voice my opinion and express my concerns.

Thank you,

Anne Wargo

6194 Georgetown Place
Hobe Sound, FL 33455
845-674-0002

May 29, 2023

emailed

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Hobe Sound since 2004, I do not agree with commercializing the land adjacent to Heritage Ridge. We cannot keep decreasing our residential status!

The new county flood control is necessary, however, this petition to change the zoning of the adjacent lot is not! The gentleman knew when he purchased that lot that there are important wetlands in the back of that property. His constant attempts at changing this for personal gain should not be considered.

It is scary to think what could be built next to our local long standing well-loved preschool.

In addition, I have great concerns about keeping an area where wildlife can still strive and live in harmony with us rather than over development.

I cannot be at the meeting since I am away at the moment, but I want to voice my opinion and express my concerns.

Thank you,

Eileen Smyth

6204 SE Georgetown Place
Hobe Sound, FL 33455
845-721-4264

ronaldorr3@bellsouth.net
(772) 204-3323

Ronald Orr, III

8005 SE Trenton Avenue
Hobe Sound, FL 33455

May 30, 2023

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

I have lived here since I was 6, around 20 years.

Hobe Sound and Martin County are beautiful areas, and lately they have been expanding fast. They have been expanding fast enough that I don't agree with the turning of residential land into even more commercial land.

The recent water control project removed a lot of trees. Because of that open area, any commercial development in this location would be visible from many homes. I don't think it is right to have the homes look out their window and see a storage unit where there used to be nature.

That and many reasons like it, are why the area has been zoned for residential for decades and why I strongly believe it should stay that way.

Sincerely,

Ronald Orr

treasure3@bellsouth.net
(772) 708-3312

Ursula M. Orr

8005 SE Trenton Avenue
Hobe Sound, FL 33455

May 30, 2023

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Heritage Ridge for 21 years, I do not agree with commercializing the land adjacent to Heritage Ridge. We live in Lexington, where this will have a direct impact on us and our environment, but it is important to everyone that we protect our residential status!

The new county flood control is necessary. However, this petition to change the zoning of the adjacent lot is not! The doctor/Vineyard II Trust knew when he purchased that lot that there are important wetlands in the back of that property, and it was zoned residential. His constant attempts at changing this for personal gain should not be considered.

It is frightening to think what could be built next to our local long standing well-loved preschool. There are other commercial spaces available.

In addition, I have great concerns about keeping this area where wildlife can still strive and live in harmony with us rather than over development.

I will be at the meeting on June 1st and will be bringing letters from other Hobe Sound/Martin County homeowners, not just from Heritage Ridge. They want to voice their opposition and express their concerns.

We all love Martin County and unfortunately feel we need to fight to keep it. Please hear us.

Sincerely,

Ursula Orr

treasure3@bellsouth.net
(772) 708-3312

Ursula M. Orr

8005 SE Trenton Avenue
Hobe Sound, FL 33455

May 31, 2023

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Heritage Ridge for 21 years, I do not agree with commercializing the land adjacent to Heritage Ridge. We live in Lexington, where this will have a direct impact on us and our environment. It is important to everyone that we not keep decreasing our residential status!

The new county flood control is necessary. However, this petition to change the zoning of the adjacent lot is not! The doctor/Vineyard II Trust knew when he purchased that lot that there are important wetlands in the back of that property, and it was zoned residential. His constant attempts at changing this for personal gain should not be considered.

It is frightening to think what could be built next to our local long-standing well-loved preschool. There are other available commercial spaces available.

In addition, I have great concerns about keeping an area where wildlife can still thrive and live in harmony with us rather than over-development.

I will be at the meeting on June 1st and will be bringing letters from other Hobe Sound/Martin County homeowners, not just from Heritage Ridge. They want to voice their opposition and express their concerns.

We all love Martin County and unfortunately feel we need to fight to keep it. Please hear us.

Sincerely,

Ursula Orr

Ursula Orr

May 31, 2023

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Martin County for many years, I do not agree with commercializing the land adjacent to Heritage Ridge. It is important to everyone that we not keep decreasing our residential status!

The new county flood control is necessary. However, this petition to change the zoning of the adjacent lot is not! The doctor/Vineyard II Trust knew when he purchased that lot that there are important wetlands in the back of that property, and it was zoned residential. His constant attempts at changing this for personal gain should not be considered.

It is frightening to think what could be built next to our local long-standing well-loved preschool. There are other available commercial spaces available.

In addition, I have great concerns about keeping an area where wildlife can still thrive and live in harmony with us rather than over-development.

I will not be at the meeting on June 1st but want to voice my opposition and express my concerns.

We all love Martin County. Please hear us.

Sincerely,

Name: Judith M Harrigan
Address: 770 NW 12 Ave
Stuart, FL 34994

nick.macleod@me.com
(772) 781-0556

Nicholas MacLeod

7894 SE Mammoth Road
Hobe Sound, FL 33455

May 31, 2023

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Hobe Sound, living in the Arbors off Seabranch Road, since 2009, I do not agree with commercializing the land adjacent to Heritage Ridge. It is important to everyone that we do not keep decreasing our residential status!

The new county flood control is necessary, however, this petition to change the zoning of the adjacent lot is not! The doctor/Vineyard II Trust knew when he purchased that lot that there are important wetlands in the back of that property. His constant attempts at changing this for personal gain should not be considered.

It is frightening to think what could be built next to our local long standing well-loved preschool. There are other available commercial spaces available.

In addition, I have great concerns about keeping an area where wildlife can still thrive and live in harmony with us rather than over development.

I cannot be at the meeting, but I want to voice my opinion and express my concerns.

Thank you,

Nick MacLeod

Nicholas MacLeod

Sharon I. Norris
7933 S.E. Lexington Avenue
Hobe Sound, FL 33455

June 1, 2023

Planning Board
Martin County
2401 S.E. Monterey Road
Stuart, FL 34996

Subject: Hobe Sound Storage (CPA 23-02)

Members of the Planning Board:

In 2006 Dr. Babic wanted to sell the subject property for a large multi-family townhouse development. A group of Lexington Wood residents (Lexington Wood is directly across the flood control canal from the subject property), with the support of the Heritage Ridge Property Owners Assoc., formed a Committee to object to the multi-family zoning. It had already been documented that a large portion of the property on the east side near the canal is wetlands. During the County's investigation of the site at that time it was determined that with the wetlands and scrub habitat were at least 1.59 acres. At that time staff recommended no more than a RM-6 zoning.

We appeared before the Board of County Commissioners on April 25, 2006. I served as Advocate for our group and we made a thorough presentation to the Commissioners on the unsuitability of the site for multi-family development. Following our presentation and the presentation of the attorney representing the developer, the Commission voted unanimously to give the site a RS-6 single family designation.

The canal at the rear of the site cannot take any additional run-off. In the years since the 2006 Commission decision the homes in Lexington Wood that border the canal have had water from the overflow of the canal during storms come up to the rear of their homes. When the canal was built in 1970 there was little development on U.S. 1 north of Osprey. Now we have a large grocery store, a sport utility dealership, and a convenience store. We also have more residential development on the west side of U.S. 1. The canal system is well designed but it was not designed to support the increased water flow. When Heritage Ridge North homes and the privately owned Heritage Ridge Golf Course

were built, a complicated draining system was built that consists of several large lakes where all the runoff from the community flowed into the lakes. The lakes are all connected and at three locations the overflow from the lakes flows in the canal from "Weirs". There is one weir that is located in the Lexington Wood complex. The overflow from that weir flows into the canal that is at the rear of many Lexington Wood homes and under the road that is the only entrance/exit for the majority of the Lexington Wood homes. When the County started their project to replace the metal drainage pipes under County roads they could not replace this pipe because it is the only access to the Lexington homes. The County lined the pipe with concrete to preserve it. When the canal behind the homes on Lexington Avenue has overflowed into their yards it is due to the fact that the canal cannot flow at a rapid rate thru the pipe under Lexington. The whole area around the lake located at the weir has flooded in the past during severe tropical storms. The State is at some time in the future going to re-route the canal to flow directly from south of Lexington Wood to a point north of Lexington Wood. Unfortunately that project is delayed to an uncertain date. Even when the project is completed, Lexington Wood will always be subject to excess water because the weir located near Lexington Avenue will still be getting the runoff from several communities in the event of a storm.

We urge you to keep the RS-6 designation for the site. Dr. Babic's trust would make a considerable profit if he developed the homes as zoned. There is a considerable demand for single family homes in Martin County and one located adjacent to a lovely conservation lake would be very desirable.

We urge the Planning Committee to vote to retain the current zoning which is the appropriate zoning for the property, not a large storage facility with heavy lighting that would mean all of the available property would be covered by concrete.

Thank you for your consideration.

Respectfully,

S. Norris

Sharon I. Norris

Sharon I. Norris
7933 S.E. Lexington Avenue
Hobe Sound, FL. 33455
772-546-4811

RECEIVED
JUN 05 2023
GROWTH MANAGEMENT
DEPARTMENT

June 5, 2023

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

Re: Hobe Sound Storage (CPA 23-01)

Dear Mr. Schilling:

On June 1, 2023, the subject application to change the zoning on a property located on U.S. 1 directly across the canal from Lexington Wood was heard by the Local Planning Agency. I dropped off my letter in opposition to the zoning change before the meeting. At the time of the meeting, a Lexington resident turned in approximately six letters in opposition to the change from Lexington residents.

When a Lexington resident contacted Martin County, she was told that residents should send an email to Dschaub@martin.fl.us. We provided this address to our Lexington Wood residents. Several residents said they emailed Ms. Schaub and received a confirmation that their email had been received. I attended the Planning Agency meeting on June 1 and spoke during the section of the meeting where speakers had three minutes to voice their opinion.

There were four residents of Lexington Wood in attendance. It was raining in Hobe Sound and was not a suitable evening to be out. I checked the County web site several times to make sure the meeting was not canceled. None of the emails from the Lexington Wood residents were included in comments received from residents. Only the letter I delivered to the County office building and the approximately six turned in at the meeting were acknowledged. This would give the impression that the residents of Lexington Wood were not concerned about the proposed zoning change.

We feel the Planning Agency did not receive an adequate response from Lexington Wood residents as to their opinion relative to the proposed rezoning. Would you explain why the emails were not included in the responses from residents relative to the zoning change. Will these emails be presented to the Commissioners when they consider this issue?

Respectfully,

S. Norris

Sharon I. Norris

From: STEPHEN MCBROOM
To: Harold Jenkins
Subject: Storage Facility
Date: Thursday, June 8, 2023 9:18:59 AM

This Email Sent From External Sender

Dear Mr.Jenkins
As a resident of Lexington Wood in Heritage Ridge, I am very concerned about the needless storage facility proposed by the property owner. I think almost everyone would prefer to see a few single family homes on that lot. It would not only be more fitting to the neighborhood, but would save problems with water runoff in the future.
As a 35 year employee of Lainhart & Potter in Jupiter and 11 years at JM Lumber in Hobe Sound, I certainly admire your history with Jenkins Landscape and the continuing business that it is.
Hope the board considers the concerns that we have.
Thank you.
Steve McBroom

Sent from my iPhone

From: Kathryn Cannistraci
To: Comish
Subject: Board of County Commissioners Meeting 6/20/23 -- Property South of Bethel Lutheran Preschool
Date: Tuesday, June 13, 2023 10:37:54 AM

Hello,

This letter is for the Board of County Commissioners Meeting taking place on Tuesday, June 20, 2023 and is in regard to the property just south of Bethel Lutheran Preschool on US-1. My name is Kathryn Cannistraci and I am resident of Stuart, Florida and my son attends Bethel Lutheran Preschool and has attended since he was a year old.

My submission is to show that I am against the re-zoning of this property from residential to commercial. I believe that the property owners proposal for another storage facility (2-story facility) should be denied and the property should stay zoned as residential.

I am all for improving and growing our wonderful town, but this particular property would increase the safety risks and traffic concerns if it were to be changed to commercial. I would be extremely concerned about the safety of my child and the other children that attend Bethel if a commercial building or storage facility were to be built on this property. I believe this property is better suited for a nice neighborhood, that would increase the value and looks of that stretch of US-1. A storage facility creates additional traffic, an influx of non-residents in close proximity to a school, and is an extreme eye sore.

I hope the Board truly takes into account that the residents of Hobe Sound and Stuart do not want this change, and we would be very appreciative if the Board would deny the proposal for re-zoning indefinitely. Thank you for your time.

Best,
Kathryn Cannistraci
Martin County Resident and Mother

From: Bethel Lutheran Preschool
To: Comish
Subject: My request for you to VOTE no on the Zoning Change SE Federal Highway, Hobe Sound
Date: Tuesday, June 13, 2023 11:20:54 AM

Good morning ,

First I would like to introduce myself to you all. My name is Elizabeth Brown, a resident and registered voter in Hobe Sound since 2000. I am a parent, homeowner, active member of the community and also work full time here. I am the Director at Bethel Lutheran Preschool which in on site of Bethel Lutheran Church at 7905 SE Federal Highway, Hobe Sound.

I wanted to reach out to all of you in regards to an issue on the docket for the upcoming Board of County Commissioners Meeting on Tuesday, June 20, 2023. The owners of the property just to the south of our Church and Preschool will be going in front of you all to ask that their property zoning be changed to Commercial so that they can build a large 2 story Storage facility. The property is currently zoned residential.

While I am all for progress and improving our area, as the preschool director, I am concerned about what adding a storage facility right next to us would mean in regards to safety, security and traffic. We have 110 children here and it is our number one responsibility to keep them safe and danger away. What would it mean to have people coming and going at all times of the day mean to our student body? What about the increases in the possibility of break ins after hours? If you google crime rate associated with storage facilities it is a reported fact that these facilities are a haven for crime and drugs. As it pertains to me as a homeowner in The Oaks of Hobe Sound, also on SE Federal, do we really need to change the landscape and continuity on our stretch of the Federal Highway? These large commercial utilitarian building do nothing for our visual landscape and appeal. I want Martin County to continue growing but with some thought on how and where the changes should occur and be permitted. There are plenty of areas off our main throughfare where such building would fit in and still be accessible to their patrons.

Again as a parent, voter and residents I am imploring you to think of Martin County's future, not just our smallest and most precious children, but for our the aesthetic look as well and possibly posing less safety concerns for all our local residents.

Please call or email me with any questions or follow up.

Prayers,
Elizabeth Brown, Director

Bethel Lutheran Preschool
772-546-7506
Fax 772-546-9847
cell 772-341-7606

From: Tammy Nadeau
To: Comish
Subject: Vote NO
Date: Tuesday, June 13, 2023 4:11:10 PM

This Email Sent From External Sender

We do not want anymore storage or nursing homes on US 1, especially near the site of Lutheran Bethel Church in HS. Please keep this residential! And please consider some landscaping on this area in Route 1. It looks awful!!

Thank you.

Tammy Nadeau

Please excuse the brevity. This message was sent from my iPhone.

From: ramon hernandez
To: Comish
Subject: Hobe Sound zone
Date: Tuesday, June 13, 2023 5:54:45 PM

This Email Sent From External Sender

Good afternoon,

I will vote for not changing any more zones to commercial in Hobe Sound.

I live at The Oaks.

Thank you,
Ramon Hernandez

Comment from Facebook below:

How many of you know that Martin County Commissioners are meeting next Tuesday, June 20 to discuss changing the zoning on the property just South of Bethel Lutheran Church and Preschool from residential to Commercial so the owners can build a huge 2 story STORAGE facility?? Please email the county commissioners to tell them NO! This impacts all of us, does our pretty stretch of US 1 really need another storage facility or nursing home or should it stay zoned residential? Please email comish@martin.fl.us and tell them VOTE NO!

Sent from my iPhone

From: Daria Kosis
To: Comish
Subject: Zoning change
Date: Wednesday, June 14, 2023 7:08:54 AM

This Email Sent From External Sender

To whom it may concern,
Good morning, my name is Daria Kosis. I have been a resident in Martin County since 2005. Martin county is cherished by the residents because of its slow growth and residential zoning. It has come to my attention that the area just south of heritage ridge and Bethel Lutheran church on US 1 may be experiencing a zoning change. This specific location is directly next to a beloved church and preschool. The area is covered in beautiful oak trees, and you can hear the children laugh and learn. Progress is inevitable but we CAN choose what is developing. The care that a residential community would take on the property would be far better than a commercial zone. Please consider keeping our community as residential as possible for the integrity of our county.
Sent from my iPhone

From: rlynn211
To: Comish
Subject: Zone change- Residential to commercial
Date: Wednesday, June 14, 2023 10:43:35 PM

Hello,

I vote NO to changing the zoning on the property just South of Bethel Lutheran Church and Preschool from residential to Commercial so the owners can build a huge 2 story STORAGE facilities.

David and Ramona Athey, Hobe Sound residents.

Sent from my Verizon, Samsung Galaxy smartphone

From: Maria G
To: Comish
Subject: Zoning Change
Date: Wednesday, June 14, 2023 12:00:55 PM

Good afternoon,

I am writing to express my concern about the construction of a commercial facility being considered on the property adjacent to my son's preschool, Bethel Lutheran Preschool. The surrounding area is residential, which provides parents with a sense of comfort, knowing the minimal traffic and individuals closest to the school, are local families. Adding a commercial building would cause increased traffic, pollution and congestion through the area. My family moved to Hobe Sound because it was one of the most charming towns we had seen in a very long time, and that's what kept us here. I support progress and updates, but not at the expense of my child's safety and request that you reconsider changing this area from residential to commercial.

Thank you,
Maria Albanis

From:	Bethel Lutheran
To:	Comish
Subject:	My request is to vote NO on Zoning Change, from RS-6 to Commercial on SE Federal Highway, Hobe Sound, for the proposed Hobe Sound Storage Facility.
Date:	Thursday, June 15, 2023 11:57:36 AM

Good Morning,

My name is Joyce Salvatoriello, I am a resident of Hobe Sound. I am a registered voter, a Mother and a GrandMother, a Homeowner and I live in Poinciana Gardens.
I also work for the Bethel Lutheran Church. I am the Assistant Administrator. I am wanting to address the proposed zoning you are looking to change. The site next to
Bethel Lutheran Church and School is for R-6 **NOT Commercial. The owners of that property want their property to be changed to Commercial. NO,NO,NO.**
We don't need a three story Storage facility here especially right next door to a preschool. We have precious little ones here and we do not want nor do we need the
added storage building. We think about Safety first for our children and Seniors who come to Church and preschool here. We worry about security, traffic and safety.

We worry about drugs, people just hanging out at this facility all they want is a place to put this building, near a preschool and Church is NOT IT.

Please do not let them win this one. Let's tell them to put this facility somewhere else. I'm all for Hobe Sound to grow, but this is not what we need to have right on our main highway.
I, as a resident of Poinciana Gardens, do not want to come out of my neighborhood and have to see a big three storage building right in front of me. We have plenty of Storage facilities in Stuart.

Please make the right decision and vote NO for this change.

I thank you in advance for your time in this matter.

Joyce Salvatoriello

From: Sarah Collins
To: Comish
Subject: Land use change in Hobe Sound
Date: Friday, June 16, 2023 7:48:24 AM

This Email Sent From External Sender

To whom it may concern,

I've been seeing more and more yellow proposed development signs as I drive around lately and as a native Floridian it is disheartening to see what is happening with our landscape. My children all attend Bethel Lutheran Preschool where an adjacent property has just requested to switch from residential to commercial zoning to make way for a storage facility. To anyone with common sense that takes time to drive around Martin county, there are already ample amount of storage facilities being developed. When does it stop? I understand that progress and development are inevitable, especially when outsiders with a lot of money see the potential of growth in our small town, but putting a storage facility next to a beautiful community church and preschool instead of a responsible housing development in the future is a waste of space and natural resources.

I get that all you see is more tax dollars and money in your pocket at the end of the day but hope you take this email into consideration when you vote on June 20th and think about all the constituents to voted you into the positions you're in based on good faith of slower and responsible development within our beautiful city. If we're not careful our children won't get to experience the true coastal florida living I knew growing up in 10 years time because we'll just be the victims of corporate/big development greed who want to make this the next Palm Beach and Broward county. Please don't let that happen to my families home and yours.

Kindest regards,

Sarah Johnson, DPT
(561) 951-9619

From: charles scaife
To: Comish
Subject: Ref:zones in Hobe Sound/us 1
Date: Friday, June 16, 2023 8:47:33 AM

This Email Sent From External Sender

Please do not allow a 3 story storage facility to go through
C scaife

Sent from my iPhone

From: Susan Rogers
To: Comish
Subject: Building next to Bethel Church on US-1 Hobe Sound
Date: Friday, June 16, 2023 8:50:20 AM

This Email Sent From External Sender

Good morning.

I write in reference to the above. We don't need more storage units. We don't need more concrete. We have had a slew of wildlife appear here in the Retreat, more than usual. Our fellow creatures need habitat. We humans want quality of life which includes natural beauty.

Stop this please.

Thank you for your consideration.

Sincerely,
Susan Rogers

Sent from my iPhone

From: classicfungames@aol.com
To: Comish
Date: Friday, June 16, 2023 1:42:52 PM

There is a Martin county commissioners meeting Tuesday June 20. They are voting to rezone area across from poinciana Gardens and the Oaks. They want to make it commercial instead of residential. They are planning to put a three story , yes three-story storage building there. This picture was only a two story building . They changed it to a three story now. Please write to the commissioner and tell them NO , NO we don't want more concrete. It would be on SE Federal Hyw next to the Bethel Church and Preschool. Please send emails to the commissioner This is the their email.

HAROLD STOP THIS THREE-STORY CRAP AND REZONING IN HOBE SOUND.
James's Brother Nick

From: Gai Ingram
To: Comish
Subject: Proposed rezoning of single family home (RS-6) to General Commercial
Date: Friday, June 16, 2023 8:21:30 PM

This Email Sent From External Sender

To Whom It May Concern:

My husband and I have lived in the Lexington Woods subdivision of Heritage Ridge since 1998. We want our objection of the above rezoning plan to be on the record. We are against this proposal of having a commercial storage building on the property and we feel it will be a negative and detrimental addition to our community.

William and Gabrielle Ingram
7845 SE Trenton Ave
Hobe Sound, Fl 33455
(772) 341-9616

Please excuse my typos as this is being sent from my iPhone

From:	Martha Porter
To:	Comish
Subject:	RE: Hobe Sound Storage (CPA 23-02) Zoning adjustment from RS-6 Medium Density Residential to General Commercial
Date:	Friday, June 16, 2023 10:34:54 PM
Attachments:	Objection Letter-Hobe Sound Storage (CPA 23-02) .pdf

---

Board of County Commissioners,

Please see attached.

Thanks,

Martha

LEXINGTON WOOD
MARTHA PORTER
7934 SE LEXINGTON AVENUE
HOBE SOUND, FL 33455

June 16, 2023

Board of County Commissioners

2401 S.E. Martin Monterey Road

Stuart, Florida 34996

Hearing Date: June 20, 2023

RE: Hobe Sound Storage (CPA 23-02) Zoning adjustment from RS-6 Medium Density Residential to General Commercial

As a property owner located directly behind the subject property, I request that the pending application mention herein be **DENIED** by the board on the following grounds:

- **Compatibility:** The proposed use is not compatible with the existing use in the surrounding areas. Wetland sits to the south of the property line. To the west & east sit two large residential communities with single-family homes and townhomes. To the north sits Bethel Lutheran Preschool, a worship center and fully operational preschool zoned RM-8.

- **Flooding:** The subject property backs up to a canal on the east side of the property line just beyond the wetlands. Residents of Lexington Wood, who also back up to the canal are concerned the storm water run-off into the canal will cause flooding. A storage unit is not suitable for the property based on environmental constraints.

- **Safety:** Building a large storage unit adjacent to Bethel Lutheran Preschool is cause for concern regarding the children's safety due to the high volume of traffic.

Thank you for your consideration.

From:	treasure3@bellsouth.net
To:	Comish
Subject:	8 letters of opposition for rezoning of the 4-acre lot adjacent to Bethel Lutheran Church and School on Rt 1 in Hobe Sound
Date:	Saturday, June 17, 2023 2:27:47 PM
Attachments:	Copies of 8 letters.pdf

Dear Commissioners:

Attached are copies of eight letters that were handed in on June 1 at the local planning agency meeting in opposition to the rezoning of the 4-acre lot on Rt. 1 in Hobe Sound from RS-6 to General Commercial for a large storage facility. They are not just from families in Heritage Ridge. They are also from Seabranch Road and from Stuart. They want to voice their opposition.

We are proud of the Loxa-Lucie Initiative. Please don't ruin your good work by changing this small spot on Rt 1. It will have a big impact on the beautiful entrance to Martin County.

We can not attend your meeting on June 20, but we all love Martin County and want to express our concerns.

Thank you,
Ursula Orr

From: cowsertfl@aol.com
To: Comish
Subject: Proposed Rezoning from RS-6 to General Commercial
Date: Sunday, June 18, 2023 1:43:01 PM

I am writing to the Zoning Commission today to express my objection regarding the proposed zoning change of the lot adjacent to Bethel Lutheran Church and School from RS-6 to General Commercial. If this zoning change is approved, the negative impact will be inflicted upon several large residential communities, parts of which have been in existence for forty years or more.

<!--[if !supportLists]-->1. <!--[endif]-->This property was zoned RS-6 in 2006 for good reason. That reason still exists today, easily proven by the number of new homes built since then and the number of families that live in them.

<!--[if !supportLists]-->2. <!--[endif]-->Bethel Lutheran Church and School as well as the homes in this residential area are single story structures, 13 or 14 feet tall. The proposed structure is to be three stories tall, somewhere between 35 and 40 depending on design. It is definitely not in proportion to structures surrounding it.

<!--[if !supportLists]-->3. <!--[endif]-->Ridgeway and Heritage Ridge in particular have experienced flooding for years and are located in flood zones. These neighborhoods have just begun to address the flooding issues. Adding more hard surfaces that create even more flooding from runoff can undo all the progress that's been made to address these issues.

<!--[if !supportLists]-->4. <!--[endif]-->The lighting required for a large storage facility will make a three story commercial building seem even larger, especially at night. And many families will find their back porches, back yards and even some front yards lighted by a source they can't control all night every night.

Commissioners, I ask you this simple question: would you like a three story commercial building in your back yard? My hope is your answer would be no.

Sincerely,

Barb Cowsert
7936 SE Trenton Avenue
Hobe Sound, FL 33455

From: Sheri Strauch
To: Comish
Subject: "No" to Rezoning land next to Bethel Lutheran Church & School Play Ground on US #1 in Hobe Sound!
Date: Sunday, June 18, 2023 3:42:59 PM

This Email Sent From External Sender

MC Commissioners:
Please do not rezone the Residential to Commercial land on the east side of Federal Highway in Hobe Sound next to Bethel Lutheran Church. We don't want anymore natural habitat taken away from us. The animals who live there have nowhere else to go, except out on Federal Highway to be killed. Also, the Bethel Lutheran Church School children's playground backs up to that area and it would be too dangerous for them with cars/trucks coming and going right next to them all day and night. We do not need a 3-story storage unit building there nor any more concrete in Hobe Sound or anywhere else in Martin County for that matter. Put it out west past I-95, which would be much more fitting and less obtrusive. Please leave it zoned Residential. Enough is enough! Thank you for your time and consideration in this matter, which is of the utmost concern. I am a 30-plus year Hobe Sound resident, who has seen enough change from our limited Residential area to Commercial in a very short period of time. Maybe build more houses if you must, but no storage units, fast food restaurants, car washes, gas stations, cheap apartment buildings and everything else we don't need nor want. Thanks again!

From: Denise Rogers
To: Comish
Subject: Building across from oaks /poinsettia
Date: Sunday, June 18, 2023 8:50:17 PM

This Email Sent From External Sender

Please as a Martin county resident, do not approve this building . Martin county should not become strip malls, commercial buildings , and part of urban sprawl. Keep Hobe Sound simple and refined!
Denise A Rogers
8498 SE retreat dr
Hobe Sound
Sent from my iPhone

From: Kristina Gregg
To: Comish
Subject: Hobe Sound Storage - CPA 23-02
Date: Monday, June 19, 2023 7:57:56 AM

Good morning Martin County Commissioners-

I am writing to you today as a homeowner at 7815 SE Trenton Avenue, Hobe Sound, FL, 33455 located in the Heritage Ridge North Community – most specifically, the Lexington Wood neighborhood.

I would like to express my concern and hope for the denial of the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA during tomorrow's Commission meeting.

There is a Lateral Ditch 1 (referred to as the "Canal") which is located through our Heritage Ridge North Community, Heritage Ridge Golf Course, and most important to me – the Lexington Wood neighborhood. This canal has flooded in the past when hurricanes and heavy tropical storms have occurred. The canal has flooded to the point where the roads in our Lexington Wood neighborhood have flooded, became impassable to vehicles, and potential damage to our home structures.

As a homeowner, and proud citizen of Hobe Sound, I ask that you deny the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA during tomorrow's Commission meeting.

Thank you for your support and attention to this matter.

Kristina Gregg
7815 SE Trenton Avenue
Hobe Sound, FL 33455
401-965-7474

From: Ian Gregg
To: Comish
Subject: Hobe Sound Storage - CPA 23-02
Date: Monday, June 19, 2023 8:13:11 AM

Good morning,

I am writing to you today as a homeowner at 7815 SE Trenton Avenue, Hobe Sound, FL, 33455located in the Heritage Ridge North Community – most specifically, the Lexington Wood neighborhood.

I would like to express my concern and hope for the denial of the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

There is a Lateral Ditch 1 (referred to as the "Canal") which is located through our Heritage Ridge North Community, Heritage Ridge Golf Course, and most important to me – the Lexington Wood neighborhood. This canal has flooded in the past when hurricanes and heavy rain events have occurred. The canal has flooded to the point where the roads in our Lexington Wood neighborhood have flooded, became impassable to vehicles, and potential damage to our home structures. Building a storage unit on wetlands will exacerbate our flooding issues even more. Many of us believe this storage unit will not provide an economic benefit as there are already multiple storage units in our local area.

As a homeowner, and citizen of Hobe Sound, I ask that you **deny** the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

Thank you for your support and attention to this matter.

Ian Gregg

From: Melissa
To: Comish
Subject: Objection to zoning change
Date: Monday, June 19, 2023 12:05:27 PM

I am a resident of Lexington wood in heritage ridge north in hobe sound. I am concerned about the possibility of rezoning the land across the street from my house from residential to commercial. My main concern is the problems we have already with flooding. We are already in a flood zone and the canal near my home floods extremely easy already. Please consider my objection to the rezoning of the property.

Melissa leigh
7883 se Lexington ave
Hobe sound fl 33455

Sent from the all new AOL app for iOS

January 24, 2024

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

RECEIVED
JAN 24 2024
GROWTH MANAGEMENT
DEPARTMENT

Re: Hobe Sound Storage (CPA 23-01)

Dear Mr. Schilling:

On June 20, 2023, Agenda Items 23-0481 and 23-0810 relative to the rezoning of the single family home property to change the zoning to General Commercial District were pulled from the Commissioners Agenda. The petitioner indicated to some of the Lexington Wood residents that he intended to refile his Agenda Items.

I served as "intervenor" for the Lexington Wood residents on April 25, 2006, when the Commissioners voted unanimously to change the "A-1 Small Farms District" zoning to RS-6 on the portion of the property available to be developed. The residents again requested that I serve as "intervenor" for the Lexington Avenue residents close to this property when the subject agenda items were to be heard by the Commissioners.

Surveyors were recently observed on the subject property. Is the property once again going to be considered for the rezoning? If so, please advise as to the procedure that will be followed. It has been seven months since the item was pulled from the Commission agenda.

When the County worked to install a conservation lake area on the adjoining property to the south, they discovered almost all of the County property is wetlands. The property is now almost all lakes. The property the applicant wants to build a large storage facility on should be reexamined to determine how much of the property is wetlands. The subject property is located in a flood zone.

Respectfully,

S. Norris

Sharon I. Norris
7933 S.E. Lexington Avenue
Hobe Sound, FL 33455

From: Stacey Dowd
To: Comish
Subject: Zoning Change on Property South of Bethel Lutheran
Date: Thursday, January 9, 2025 11:00:54 PM

To whom it may concern -

I am writing as it has come to my attention that on February 11th, there will be a meeting regarding changing the zoning for the property just south of Bethel Lutheran Preschool and Church.

The property is currently zoned as residential. If the property's zoning is to be changed to commercial, and a large, three story storage facility is built on that land, I cannot help but be concerned about the various consequences that could pose for the surrounding area, such as traffic, safety, and security - especially for the potential impact this could have on Bethel Lutheran.

I am for the progress, growth, and improvement of our beautiful area in which we are so fortunate to live. However, I am disheartened to learn about this proposition. I cannot support the concept of changing the landscape on this stretch of Federal Highway for the sake of erecting (yet another) storage facility. While I understand that something will undoubtedly be built upon this land at some point, I could support residential building, rather than commercial.

Thank you for your time,
Stacey Dowd

From: Bethel Lutheran Preschool
To: Comish
Subject: My request for you to VOTE no on the Zoning Change SE Federal Highway, Hobe Sound
Date: Thursday, January 9, 2025 12:48:45 PM

Good morning ,

First I would like to introduce myself to you all. My name is Elizabeth Brown, a resident and registered voter in Hobe Sound since 2000. I am a parent, homeowner, active member of the community and also work full time here. I am the Director at Bethel Lutheran Preschool which in on site of Bethel Lutheran Church at 7905 SE Federal Highway, Hobe Sound. I have sent you all my thoughts on this before when it was up for consideration in 2023. My feelings and those of our families have not changed.

I wanted to reach out to all of you in regards to an issue on the docket for the upcoming Board of County Commissioners Meeting on Tuesday, February 11, 2025. The owners of the property just to the south of our Church and Preschool will be going in front of you all to ask that their property zoning be changed to Commercial so that they can build a large 2 story Storage facility. The property is currently zoned residential.

While I am all for progress and improving our area, as the preschool director, I am concerned about what adding a storage facility right next to us would mean in regards to safety, security and traffic. We have 110 children here and it is our number one responsibility to keep them safe and danger away. What would it mean to have people coming and going at all times of the day mean to our student body? What about the increases in the possibility of break ins after hours? If you google crime rate associated with storage facilities it is a reported fact that these facilities are a haven for crime and drugs. As it pertains to me as a homeowner in The Oaks of Hobe Sound, also on SE Federal, do we really need to change the landscape and continuity on our stretch of the Federal Highway? These large commercial utilitarian building do nothing for our visual landscape and appeal. I want Martin County to continue growing but with some thought on how and where the changes should occur and be permitted. There are plenty of areas off our main throughfare where such building would fit in and still be accessible to their patrons.

Again as a parent, voter and residents I am imploring you to think of Martin County's future, not just our smallest and most precious children, but for our the aesthetic look as well and possibly posing less safety concerns for all our local residents.

Please call or email me with any questions or follow up.

Prayers,
Elizabeth Brown, Director

Bethel Lutheran Preschool
772-546-7506
Fax 772-546-9847
cell 772-341-7606

From: MELISSA FORTE
To: Comish
Subject: Concern Regarding Zoning Change for Property Near Bethel Lutheran Church
Date: Thursday, January 9, 2025 1:08:39 PM

To Whom it May Comcern,

I hope this email finds you well. I am writing to express my concern regarding the upcoming request to the County Commissioners to change the zoning of the property just south of Bethel Lutheran Church and Preschool. The property is currently zoned residential, and there is a proposal to rezone it to commercial in order to build a large, three-story storage facility.

While I am all for progress and the improvement of our community, I have significant concerns about the impact this development could have on the safety, security, and traffic in our area. A storage facility next to Bethel Lutheran Church and Preschool could create additional risks, particularly considering the number of children and families who regularly visit the church and preschool. Furthermore, the increased traffic around the Federal Highway could lead to congestion and potential safety hazards, especially for pedestrians.

I also question whether a large commercial development is the best use of this land, especially when it comes to maintaining the integrity and continuity of the neighborhood. Do we really want to change the landscape of our stretch of the Federal Highway in such a dramatic way?

While I understand that something will eventually be developed on this property, I believe that affordable homes or townhouses would provide a more aesthetically pleasing and safer alternative for the neighborhood.

Thank you for taking the time to read my concerns. I hope that together we can make a difference and ensure that this area continues to be a safe and welcoming place for our families.

Sincerely,
Melissa Reilly

772-678-2795

From: Lyndsi Beery
To: Comish
Subject: Storage Units
Date: Thursday, January 9, 2025 1:13:22 PM

Hello,

I would like to be another voice advocating against the rezoning of the property along Federal HWY in Hobe Sound near Bethel Lutheran Church. We do not need any more storage facilities and we do not want one right there. Please consider the public opinion on the matter.

Thank you,
Lyndsi Beery

From:	Katie Cannistraci
To:	Comish
Subject:	Board of County Commissioners Meeting 2/11/25 — Property South of Bethel Lutheran Preschool
Date:	Thursday, January 9, 2025 1:19:55 PM

Hello,

This letter is for the Board of County Commissioners Meeting taking place on Tuesday, February 11, 2025, and is in regard to the property just south of Bethel Lutheran Preschool on US-1. My name is Kathryn Cannistraci and I am resident of Stuart, Florida and my son attends Bethel Lutheran Preschool and has attended since he was a year old.

My submission is to show that I am against the re-zoning of this property from residential to commercial. I believe that the property owners proposal for another storage facility (2-story facility) should be denied and the property should stay zoned as residential.

I am all for improving and growing our wonderful town, but this particular property would increase the safety risks and traffic concerns if it were to be changed to commercial. I would be extremely concerned about the safety of my child and the other children that attend Bethel if a commercial building or storage facility were to be built on this property. I believe this property is better suited for a nice neighborhood, that would increase the value and looks of that stretch of US-1. A storage facility creates additional traffic, an influx of non-residents in close proximity to a school, and is an extreme eye sore.

I hope the Board truly takes into account that the residents of Hobe Sound and Stuart do not want this change, and we would be very appreciative if the Board would deny the proposal for re-zoning indefinitely. Thank you for your time.

Best,
Kathryn Cannistraci
Martin County Resident and Mother

RECEIVED
JAN 13 2025
By _____

Growth Management Director

January 10, 2025

Growth management Department
Martin County
2401 S.E. Monterey Road
Stuart, Florida 34996

To whom it may concern:

We reside at 7944 SE Lexington Ave. in Hobe Sound Fl. The back of our property borders the canal which also borders the east end of the property on US 1 being considered for a change of Zoning.

Approximately four years ago the above-mentioned canal flooded to a level within three inches of entering our home with water over three feet deep covering parts of our back lawn. Currently when it rains for an hour or more the canal still rises several inches despite the improvements in the downstream culverts that have been made.

We are deeply concerned that the proposed zoning change and building with its parking will seriously impact the already strained ability of the canal to provide adequate runoff of storm water. We strongly oppose any change of zoning that would provide building beyond the current residential zoning.

Kindest regards,

Stephen L. Hampe and Vicki D Pontello

314 550 0314

Stephen L Hampe

Vicki D Pontello

Heritage Ridge North
Property Owners Association, Inc.

January 23, 2025

Commissioner Don Donaldson
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

Dear Commissioner Donaldson,

On behalf of the Board of Directors of the Heritage Ridge North Property Owners Association Inc., please consider this correspondence as an endorsement for the Hobe Sound Storage Project by Live Oaks Capital Partners.

We believe the project is consistent with the development of property along the US 1 (SE Federal Highway) corridor. It is our expectation that the developers will honor all promises with respect to building location, exterior design, lighting, and landscaping. They have assured us that quality of life issues will be addressed for all 837 homes within the Heritage Ridge North Community.

Should this project proceed, we anticipate an ongoing dialogue between the developers, county officials, and the HRNPOA.

Sincerely,

Matt Sullivan
President, HRNPOA

5757 S.E. Federal Highway, Stuart, Florida 34997
Phone: (772) 287-8882 • Fax: (772) 287-7526 • Email: heritageridgenorth@yahoo.com

Board of County Commissioners

February 11, 2025

Amy Offenbach, Planner
Growth Management Department

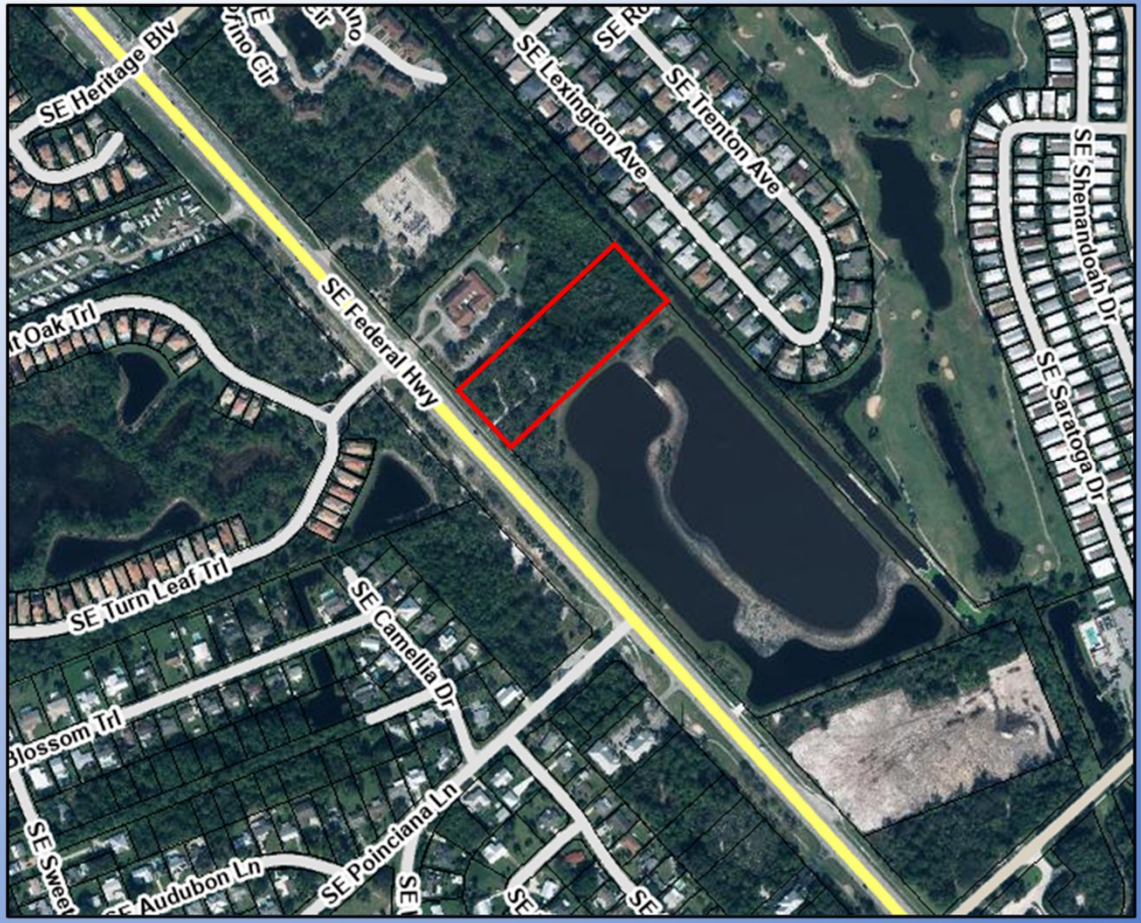
CPA 23-02
Hobe Sound Storage

Requested by Thomas Engineering Group, LLC on behalf of the owner, Employees Money Purchase Pension Plan & Trust of Boca Cardiology Associates Babic & Vinci PA FBO Stephen Babic

Amendment Location

The proposed Future Land Use Map (FLUM) amendment is to change 4.01± acres from Medium Density Residential to General Commercial.

The subject site is located on the east side of SE Federal Highway, south of SE Heritage Boulevard and north of SE Poinciana Lane.

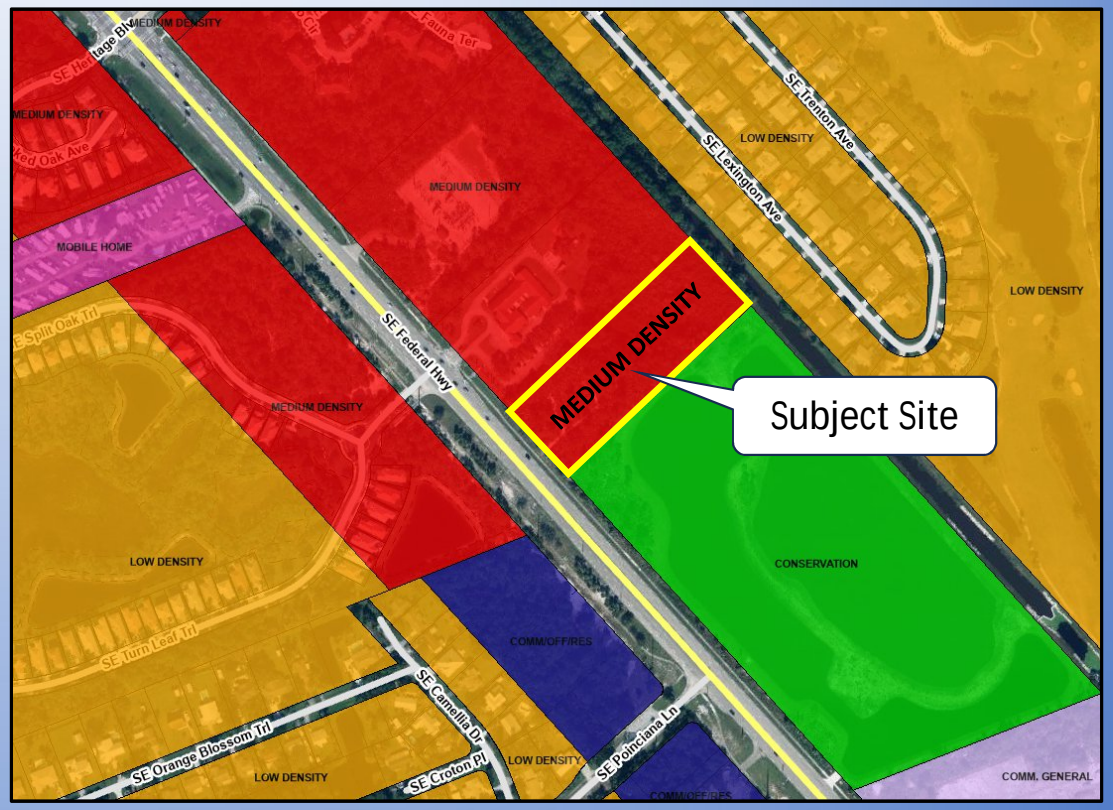


Future Land Use Designation Comparison

Existing Medium Density Residential	Proposed General Commercial
Reserved for land in the core of the Primary Urban Service District (PUSD) accessible to employment centers	Accommodates general and highway-oriented sales and services; commercial amusement; and trade and warehousing facilities principally located in highly accessible parts of PUSD
Maximum Residential Density: 8 Units Per Acre (UPA) or up to 10 UPA for approved affordable housing projects	Maximum Building Coverage: 60% Floor Area Ratio (FAR): governed by parking standards
Maximum Building Height: 40’	Maximum Building Height: 40’
Minimum Open Space: 50%	Minimum Open Space: 20%

Future Land Use in Immediate Area

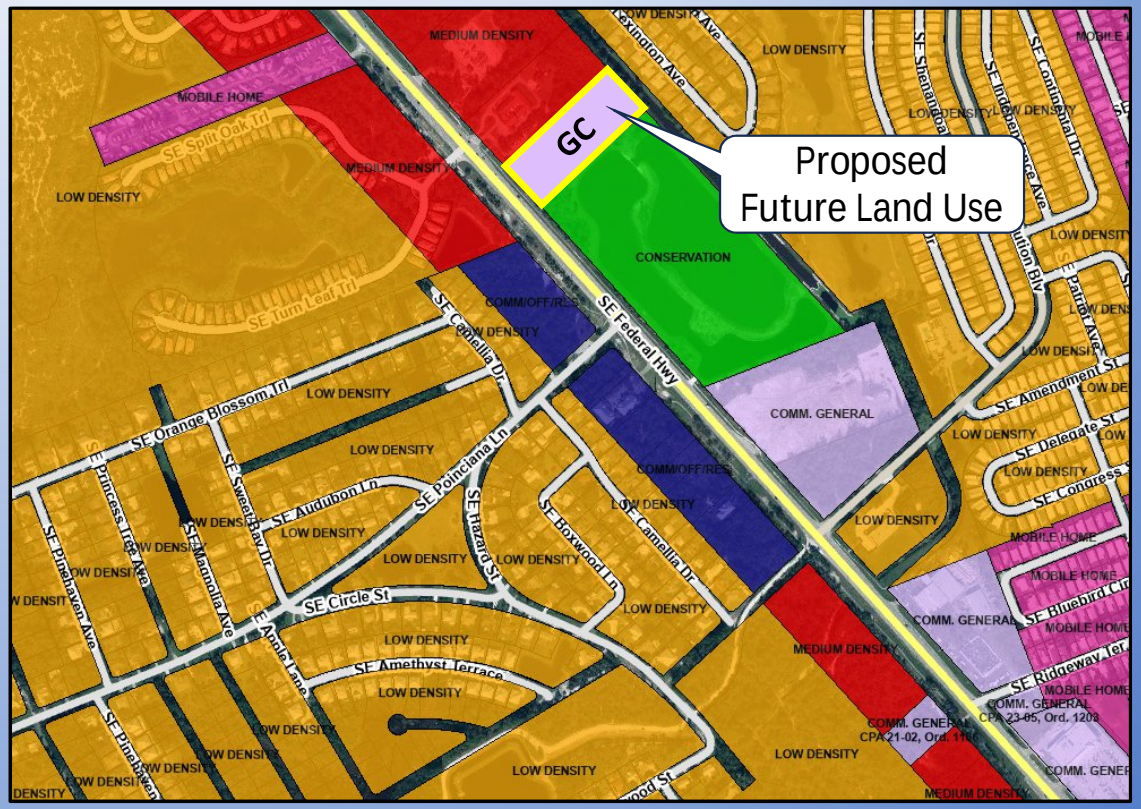
- Subject: Medium Density Residential
- North: Medium Density Residential (Bethel Lutheran Church)
- South: Institutional-Conservation (East Fork Creek Stormwater Treatment, Phase 1)
- East: Low Density Residential (Heritage Ridge)
- West: Medium Density Residential (The Oaks)



Proposed Future Land Use

The proposed Future Land Use is comparable to other commercial Future Land Use designations in the immediate area.

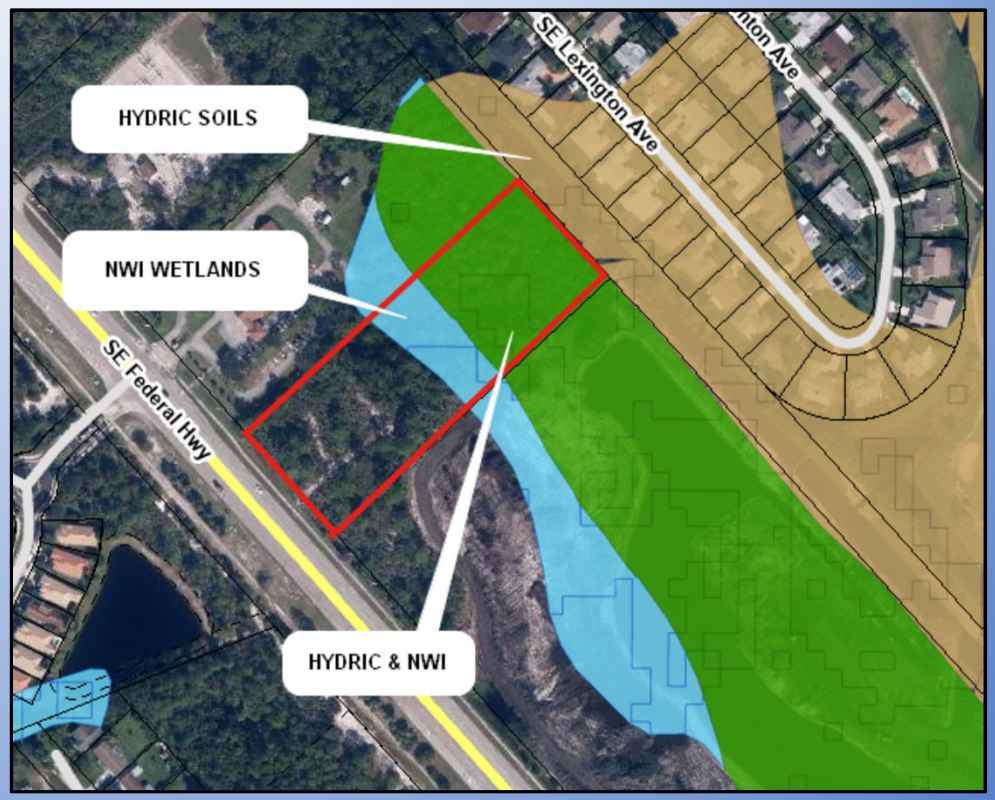
- Commercial General
- Commercial Limited
- Commercial Waterfront
- Commercial / Office / Residential



National Wetland Inventory (NWI) & Hydric Soils GIS Map

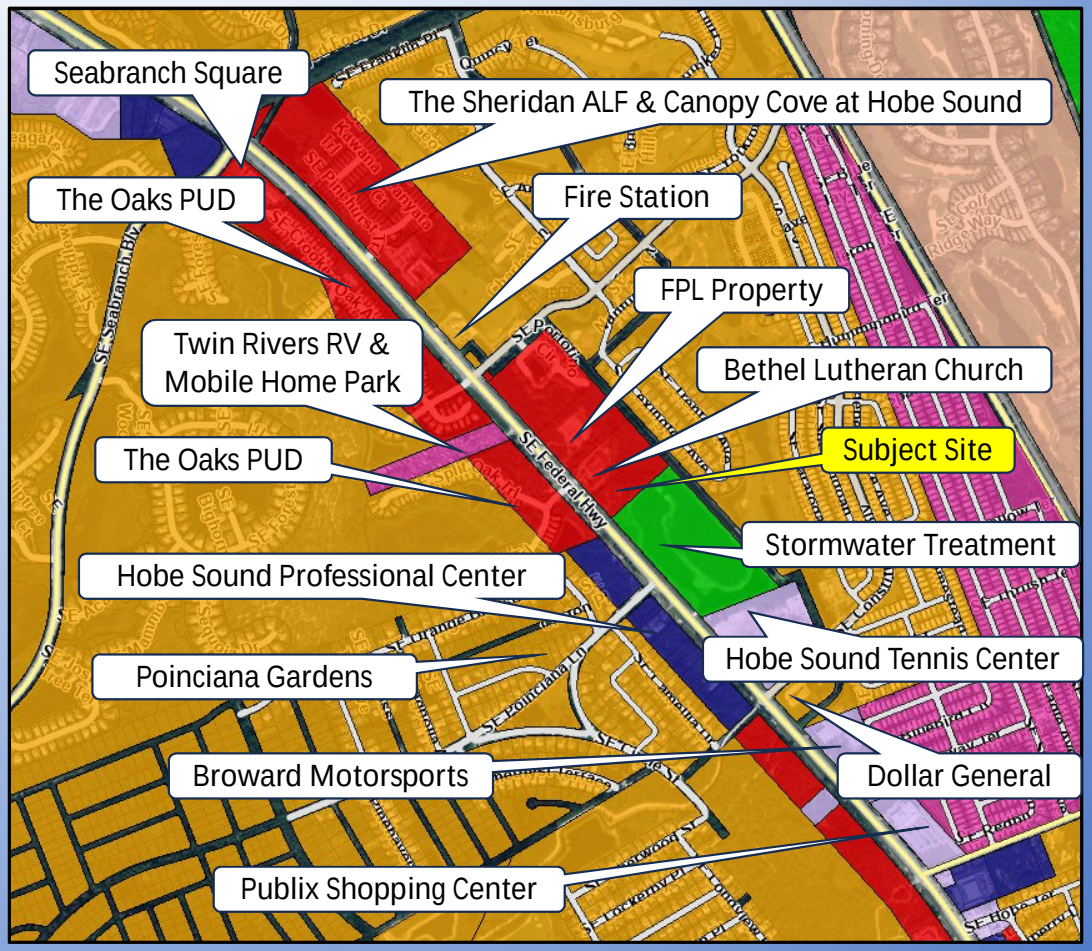
The GIS map layer image shows potential wetlands and is NOT a State approved wetland delineation and NOT equal to an on-site environmental assessment.

Any existing wetlands on the parcel must be preserved and a 50-foot upland buffer must be maintained between the wetland and any development. This may provide buffering for residential uses to the east.



Existing Uses Along U.S. Highway 1

Development abutting S.E. Federal Highway (U.S. Hwy 1), a major arterial, is a mix of commercial uses with direct access to the corridor and residential uses with secondary access provided by interior streets.



Conclusion

- General Commercial future land use designations are located on major or minor arterials and accommodate highway-oriented uses principally in highly accessible parts of Urban Service District.
- The subject is located along U.S. 1 in a highly accessible part of the PUSD.
- The requested amendment complies with *Section 1-11* of the CGMP by meeting 2 out of 4 of the criteria to make an amendment (only 1 is needed).
- The request discourages urban sprawl pursuant to 13 out of 13 of the criteria required by F.S.S. Section 163.3177(6)(a)9.a and meets 8 out of 8 additional criteria that discourages the proliferation of urban sprawl (*Section 2.2* of staff report).

Staff recommends approval.

BCC MEETING DATE: February 11, 2025
AGENDA ITEM: PH-1

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners **DATE:** February 3, 2025

VIA: Don G. Donaldson, P.E.
County Administrator

FROM: Paul Schilling, Growth Management Director

REF: 25-0291

SUBJECT: **LEGISLATIVE PUBLIC HEARING TO CONSIDER ADOPTION OF COMPREHENSIVE PLAN AMENDMENT 23-02, HOBE SOUND STORAGE, AMENDING THE FUTURE LAND USE MAP (FLUM) OF THE MARTIN COUNTY COMPREHENSIVE GROWTH MANAGEMENT PLAN (CGMP)**

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.

The following items are attached to this supplemental memorandum:

Notice of public hearing advertisement
Additional public comments

DGD/PS/ao
Attachments

Reviewed by County Attorney's Office

Advertiser: Martin County - Growth Management
Ad Number: 10953545
Insertion Number: N/A
Agency: N/A
Size: 2 Col x 10.75 in
Section-Page-Zone(s): A-6-All
Color Type: N/A
Description: CPA 23-02 Hobe Sound
Friday, January 24, 2025
The Stuart News
TREASURE COAST NEWSPAPERS PART OF THE USA TODAY NETWORK

Students describe terror in Tenn. attack

Manifesto, alt-right content posted online before shooting, police say

Rachel Wegner, Evan Mealins, Kirsten Fiscus, Craig Shoup, Andy Humbles, Austin Hornbostel and Melissa Brown
Nashville Tennessean
USA TODAY NETWORK – TENNESSEE

Students from Antioch High School arrive by bus at a reunification center on Wednesday following a shooting at the school in Antioch, Tenn.
ANDREW NELLES/NASHVILLE TENNESSEAN

NASHVILLE, Tenn. – Chaos unfolded at Antioch High School in Nashville, Tennessee, on Wednesday when a 17-year-old student armed with a handgun opened fire in the cafeteria shortly after 11 a.m. CST.

One student was killed and another was injured before the shooter, identified by police as Solomon Henderson, turned the gun on himself. Henderson was found dead at the scene from the self-inflicted gunshot wound, authorities said.

The victim killed in the shooting was identified by police as 16-year-old Josselin Corea Escalante. The injured student was taken to the hospital with a graze wound and released Wednesday afternoon, and another student was injured while running at the scene, police said.

Worried parents rushed to the school as the news spread, desperately trying to navigate police blockades. By 1 p.m., more than 100 had gathered at the reunification site about a half-mile from the school as buses full of students arrived.

Chante Frye said her daughter, a ninth grader, was in a classroom when she heard the gunshots. She texted her mom that the school was on lockdown.

"It was terrifying," Frye said. "But it's almost not surprising because it's getting worse with the fights and the violence at school."

Student: 'I didn't know what to do'

Tinashae Smith trembled on the bus ride away from the school. Hours earlier, the ninth grade student was in class when she saw people running down the halls.

She said her teacher tried to call the school administration, but no one answered.

When another student checked their phone and said there was a shooting, she didn't want to believe it. But then a text from her sister, a 2021 graduate from the school, confirmed it.

After an intercom announcement, Tinashae's class blocked the door with tables, desks and chairs, then quickly hid under their desks.

"I was confused," she said. "I didn't know what to do. I was scared. Everything was just so bad."

At about 2 p.m. she met her sister at the reunification site.

"I would never want to experience this ever again in my lifetime," Tinashae said.

Hate manifesto posted on social media platforms

The shooter appeared to have livestreamed the attack from multiple social media platforms, and Metro Nashville Police Chief John Drake said during a Wednesday afternoon news conference that there are other online "materials" that are factoring into the police's investigation.

> **"It was terrifying. But it's almost not surprising because it's getting worse with the fights and the violence at school."**
> **Chante Frye**
> Parent of Antioch High School student

Drake said it was not clear if the victim was targeted.

A nearly 300-page document posted on X contains numerous selfies of what appears to be the shooter with various alt-right paraphernalia scattered between statements against "race mixing," wishes to "take revenge" on society, statements praising Adolf Hitler and pages of explicit photos from previous school shootings.

Social media accounts linked in the document and scattered across many platforms focused heavily on "groyper" content, a nickname used by many online white nationalist and neo-Nazi groups, as well as "incel" content, a name referring to young men who claim to be "involuntarily celibate" and [illegible] violent misogynist[illegible]

In the same document, updated four hours before the shooting, the writer expressed dis[illegible] at having to "speed up" an original plan to commit the shooting on Thursday, and said the goal was to kill "at least 10 people," alongside a specifically targeted elementary school teacher who was not named.

'I want you to know your children are brave'

News of the Antioch shooting struck Mary Joyce with haunting familiarity on Wednesday. Her 9-year-old daughter had huddled in a classroom on March 27, 2023, as three 9-year-old students and three adult staff members were killed in a shooting at The Covenant School, a private elementary school in Nashville.

"My heart aches for the students and teachers and parents of Antioch High School," Joyce said. "It is unimaginable until it happens to you, and the terrifying impact and loss from today will never leave them. They will carry this day forever."

Antioch High teacher Aaron Rodriguez moved many to tears as he spoke at a vigil Wednesday night at Hamilton United Methodist Church, located just a couple of miles from the site of the day's tragic events.

Students and grief counselors who work at the school were among the 100-plus in attendance.

"To the parents out there, I want you to know your children are brave. They did everything right," Rodriguez, who teaches history and African American studies, said. "We're looking out for them. And I implore all of you to think about all of the ways you can help us so that we can help them make these schools the places they look forward to going to."

Contributing: Liam Adams and Angele Latham, The Tennessean; Thao Nguyen and Will Carless, USA TODAY; Reuters

St. Mary's
CONCERT SERIES
YOUR HOME FOR CHAMBER MUSIC ON THE TREASURE COAST

WORLD-RENOWNED PIANIST
KEVIN KENNER PERFORMS CHOPIN

1st Prize - International Chopin Competition
Bronze Medal - Tchaikovsky International Competition

Sunday, February 2, 2025 - 3:00 pm
Tickets, $35

Kevin Kenner will present a memorable concert featuring many works of the beloved composer, Frédéric Chopin. He will be joined by string quintet for the second half of the concert.

Repertoire will include a variety of solo works and *Andante spianato et Grande Polonaise brillante* arranged for string quintet

"His recital's strengths reaffirmed his stature as one of the finest American pianists to come along in years." (Chicago Tribune)

PURCHASE TICKETS
For Tickets scan the QR code or visit the Music & Concerts page at stmarys-stuart.org.

ST. MARY'S
EPISCOPAL CHURCH
623 SE OCEAN BLVD
STUART FL 34994

NOTICE OF PUBLIC HEARINGS

The Board of County Commissioners will conduct a public hearing on **Tuesday, February 11, 2025,** beginning at **9:00 A.M.,** or as soon thereafter as the items may be heard, to consider adoption for the following ordinance:

AN ORDINANCE OF MARTIN COUNTY, FLORIDA, REGARDING COMPREHENSIVE PLAN AMENDMENT 23-02, HOBE SOUND STORAGE, 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.

Comprehensive Plan Amendment (CPA) 23-02, Hobe Sound Storage, is a request for a Future Land Use Map (FLUM) amendment from Medium Density Residential to General Commercial on approximately 4.01 acres located along the east side of S.E. Federal Highway, south of S.E. Heritage Boulevard and north of S.E. Poinciana Lane. This is a request by Thomas Engineering Group, LLC on behalf of the owner, Employees Money Purchase Pension Plan & Trust of Boca Cardiology Associates Babic & Vinci PA F.B.O. Stephen Babic. The property was formerly known as Vineyard II, V026-002.

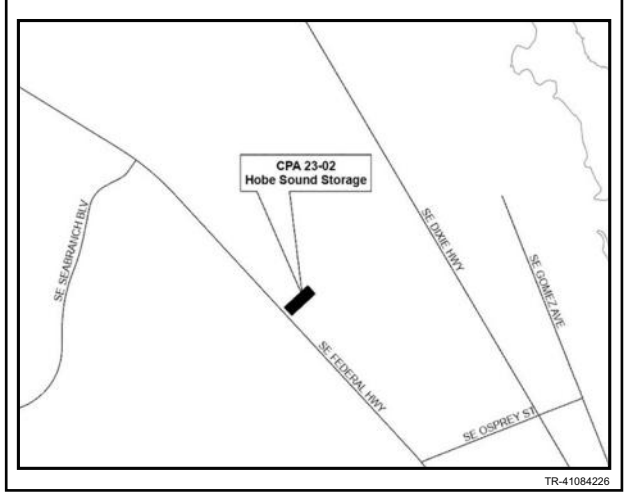
All interested persons are invited to attend and be heard. The meeting will be held in the Commission Chambers on the first floor of the Martin County Administrative Center, 2401 S.E. Monterey Road, Stuart, Florida. Written comments may be mailed to: Paul Schilling, Director, Martin County Growth Management Department, 2401 S.E. Monterey Road, Stuart, Florida 34996. For further information, including copies of the original application documents or agenda items, contact Amy Offenbach, Planner, Growth Management Department at (772) 288-5495.

Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, or the Office of the County Administrator at (772) 288-5400, or in writing to 2401 SE Monterey Road, Stuart, FL, 34996, no later than three days before the hearing date. Persons using a TTY device, please call 711 Florida Relay Services.

If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council, or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

Location Map

Parcel ID: 34-38-42-000-140-00140-6



TR-41084226

February 11, 2025

BCC PUBLIC HEARING

CPA 23-02 Hobe Sound
Storage FLUM

PUBLIC Comment

01/23/25 thru 01/30/25

From: Robert DeVore
To: Comish
Subject: Parcel Number: 343842000140001406
Date: Thursday, January 23, 2025 9:00:20 AM

Commissioners,

I hope this letter finds you well. I am writing to you tonight to discuss the upcoming vote to change the zoning on Parcel Number: 343842000140001406 on US1 just South of the Bethel Lutheran Church and Preschool. Hearing about the proposed development of this parcel didn't surprise me. Over the last decade our state unfortunately has seen too much development. The sad part of this development is seeing encroaching entities who bring no benefit to our community while quickly changing the landscape of South Florida all for profit. The storage facility would be used mostly by those that live here temporarily/seasonal, with proceeds/profits instantly leaving our county, providing little to no trickle down benefits to our local economy, and taking away from the future potential of our community. It seems like all of Hobe Sound is quickly being turned into storage facilities. Why do we need another storage facility?

I urge the Commissioners to think about the future of our Hobe Sound and what we truly need within our limited space. Surrounded by churches, schools, and homes we need this piece of land to be something that creates jobs, delivers commerce, and provides a sense of community. We urge the owners of the parcel to think about the town they have invested in and how we wish to keep Hobe Sound and Martin County special. Please reject the storage building zoning and challenge the owners to investigate commerce which boosters and reflects our community.
Thanks,

Robby DeVore
Hobe Sound Florida

From: Scott Johnsen
To: Comish
Subject: Say No
Date: Thursday, January 23, 2025 1:23:28 AM

Commissioners,

I hope this letter finds you well. I am writing to you tonight to discuss the upcoming vote to change the zoning on Parcel Number: 343842000140001406 on US1 just South of the Bethel Lutheran Church and Preschool. Hearing about the proposed development of this parcel didn't surprise me. Over the last decade our state unfortunately has seen too much development. The sad part of this development is seeing encroaching entities who bring no benefit to our community while quickly changing the landscape of South Florida all for profit. The storage facility would be used mostly by those that live here temporarily/seasonal, with proceeds/profits instantly leaving our county, providing little to no trickle down benefits to our local economy, and taking away from the future potential of our community. It seems like all of Hobe Sound is quickly being turned into storage facilities. Why do we need another storage facility?

I urge the Commissioners to think about the future of our Hobe Sound and what we truly need within our limited space. Surrounded by churches, schools, and homes we need this piece of land to be something that creates jobs, delivers commerce, and provides a sense of community. We urge the owners of the parcel to think about the town they have invested in and how we wish to keep Hobe Sound and Martin County special. Please reject the storage building zoning and challenge the owners to investigate commerce which boosters and reflects our community.

Sincerely,
Scott Johnsen
Hobe Sound Resident

From: Lynda Smith Real Estate
To: J. Blake Capps
Subject: Opposed to Hobe Sound Storage
Date: Friday, January 24, 2025 5:14:58 PM

Hi Mr. Capps,

I have recently learned about the pending zoning change request that will come before the bocc to change the zoning from residential to commercial on the lot adjacent to Bethel Lutheran Church to the south.

Here are some reasons why I urge you not to approve this zoning change request:

1. First and foremost, Hobe Sound is (currently) different from Stuart, Palm CIty, and Jensen. The look and feel of Hobe Sound compared to those other areas of the County is visually less commercialized, and more old Florida. This is an important aspect to the quality of life that we in Hobe Sound have, and is part of what attracted each one of us to call the area our home. When driving down US 1 in that area, would a 3 story storage unit building or a residential development (likely townhomes or something of that nature due to the small buildable footprint of the property) be more in keeping with the look and feel of Hobe Sound? My answer is a residential development.
2. There is currently a significantly sized (per amount of SF) storage unit apprx 2 miles north of this property. This area is not lacking in easily accessible storage unit rental availability.
3. There is a church with a school adjacent to that lot. I do not attend that church, however, in light of something that happened to my Mom at the Prime Storage unit 2 miles north of this location, I would be cautious about have a 3 story storage unit next to a church/school. My mom rented a unit at Prime Storage and encountered a lady on drugs inside of the building. The lady apparently spent the night in there. She cornered my Mom and was yelling at her accusing her of stealing money from this lady. Either my Mom or the storage unit staff called the police. My mom wasn't hurt but it was a scary experience.
4. My husband and I live in Poinciana Gardens very near the proposed storage unit. We travel by this property almost daily. A 3 story storage building, no matter nicely it was curated architecturally, would still stick out like a sore thumb in Hobe Sound.
5. While I understand Hobe Sound will be developed, and we can't keep that from happening, nor should we, I believe making an exception and changing a current zoning from residential to commercial sets a precedent for future zoning request changes. We have a golden opportunity with this request to keep the look and feel of Hobe Sound, by not granting an exception and changing the zoning.

Please consider these points when that vote comes up.

Thank you. Do good work, for the collective good.
Cheers,
Lynda Smith
6208 SE Amethyst Terrace
HS
772-643-0334

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Lynda Smith Real Estate
To: Sarah Heard
Subject: Opposed to Hobe Sound Storage development
Date: Friday, January 24, 2025 5:19:23 PM

Hi Ms. Heard,

I have recently learned about the pending zoning change request that will come before the bocc to change the zoning from residential to commercial on the lot adjacent to Bethel Lutheran Church to the south.

Here are some reasons why I urge you not to approve this zoning change request:

1. First and foremost, Hobe Sound is (currently) different from Stuart, Palm CIty, and Jensen. The look and feel of Hobe Sound compared to those other areas of the County is visually less commercialized, and more old Florida. This is an important aspect to the quality of life that we in Hobe Sound have, and is part of what attracted each one of us to call the area our home. When driving down US 1 in that area, would a 3 story storage unit building or a residential development (likely townhomes or something of that nature due to the small buildable footprint of the property) be more in keeping with the look and feel of Hobe Sound? My answer is a residential development.
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Cheers,
Lynda Smith
6208 SE Amethyst Terrace
HS
772-643-0334

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Lynda Smith Real Estate
To: Stacey Hetherington
Subject: Opposed to Hobe Sound Storage development
Date: Friday, January 24, 2025 5:17:28 PM

Hi Ms. Hetherington,

I have recently learned about the pending zoning change request that will come before the bocc to change the zoning from residential to commercial on the lot adjacent to Bethel Lutheran Church to the south.

Here are some reasons why I urge you not to approve this zoning change request:

1. First and foremost, Hobe Sound is (currently) different from Stuart, Palm CIty, and Jensen. The look and feel of Hobe Sound compared to those other areas of the County is visually less commercialized, and more old Florida. This is an important aspect to the quality of life that we in Hobe Sound have, and is part of what attracted each one of us to call the area our home. When driving down US 1 in that area, would a 3 story storage unit building or a residential development (likely townhomes or something of that nature due to the small buildable footprint of the property) be more in keeping with the look and feel of Hobe Sound? My answer is a residential development.
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Thank you. Do good work, for the collective good.
Cheers,
Lynda Smith
6208 SE Amethyst Terrace
HS
772-643-0334

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Sent from my Verizon, Samsung Galaxy smartphone
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RECEIVED
JAN 28 2025
BY: .....

Sharon I. Norris
7933 S.E. Lexington Avenue
Hobe Sound, FL 33455

January 28, 2025

Commissioner Sarah Heard
Commissioner Blake Capps
Martin County
2401 S.E. Monterey Road
Stuart, FL 34996

Subject: Hobe Sound Storage Major Final Site Plan (H164-002)

Dear Commissioners:

The history of this piece of property is that in June of 1987 an investment group of doctors from Boca Raton purchased the property. At the time of the purchase the property was designated A-1 Small Farm District.

In June of 2006 a company by the name of Vineyard II submitted a proposal to the County to change the zoning of the property to RM-8, Medium Density Residential. The proposal indicated the construction of townhomes from the front of the property on U.S. 1 to the flood control canal at the rear of the property, When the residents on Lexington Avenue across from the subject site received notice of a hearing scheduled before the Planning Committee the residents recognized that the proposal did not identify the large amount of wetlands on back half of the property. A location map the County used when the County accepted ownership of the Biele Parcel to the north for conseration indicates some of the wetlands. The Lexington Wood residents notified the County of the wetlands and the County had the property tested and verified the wetlands.

At the County Commission meeting in April of 2006 I served as "intervenor" for the residents directly affected by the project. Following our presentation and the information furnished by County personnel, the Commissioners discussed what the appropriate zoning for the property would be in view of the wetlands limitation. The County personnel noted that considering the wetlands limitation a designation of RS-6 could be applied to the property which would permit some construction on the property

adjacent to U.S.1. As the "intervenor" for the Lexington Avenue residents, I advised the Commissioners that the RS-6 zoning of the property would be acceptable to the Lexington Avenue residents and limit run-off into the canal. The Commissioners discussed the matter and unanimously approved zoning the property RS-6.

To our knowledge no application to builld on the RS-6 zoning was submitted to the County from 2006 until 2023 when we received notice that the owners of the property were applying to change the zoning from RS-6 to General Commercial to construct a large three story storage building on the property. We attended the Planning Committee meeting and the vote was two members against the change and two in favor of the change.

When the subject zoning change application was to be heard by the County Commissioners, I applied to serve as "intervenor" again and the residents did a lot of research and contacted specialists for information. We arrived at the Commission meeting prepared to present the reasons why the property should not be rezoned. Before the Commissioners started the meeting it was announced that the developer requesting the zoning change had submitted their request to remove the rezoning item from the Commission Agenda. At the request of Commissioner Heard the County staff answered Commissioner Heard's questions in order that everyone attending the meeting understood the removal of the item from the Agenda.

We have now received notice that Live Oak Capital Partners has applied to build a 3-story storage facility on the property. The subject property is adjacent to a long established Church and pre-school. In addition to the pre-school, the Church has an active summer camp and the children spend a lot of time outside engaging in various activities. The Church objects to building a storage building adjacent to their property. The surrounding residents of the Oakes across from the property have actively objected to the zoning change. Many of the residents of Poinciana Gardens have also objected to the change. The site is not suitable for commercial development. The flood control canal at the rear of the property should be considered.

The flood control at the rear of the property flows north under Lexington Avenue and on to the intercoastal. The pipe that carries the flow of the canal under Lexington Avenue was originally metal. The County has lined the pipe with a concrete substance due to the fact the road over the pipe is the only entrance and exit to the majority of the homes in Lexington Wood. There is no property available to establish a temporary entrance and exit in order to replace the pipe. The County has constructed lakes on their

property to the south of the site to relieve the flow of storm water in the canal. However, a major rain event could possibly cause flooding. The flow in the canal originates in Poinciana Gardens, flows under U.S. 1 and continues parallel to the rear of the lots on U.S. 1 past the site in question. The runoff from the 3 acres of wetlands on the subject property would add additional water to the canal. The canal flows threw a pipe under Lexington Avenue. The pipe cannot be enlarged as it is the only entrance and exit to a large number of Lexington Wood homes.

I am writing this detailed letter because I am now suffering from severe arthritis in my entire body and am unable to serve as intervenor for my neighbors when this zoning change comes before the Commission.

I would be pleased to meet with any Commissioner who may have additional questions and urge you to vote against the rezoning request when it comes before you.

Thank you.

Respectfully,

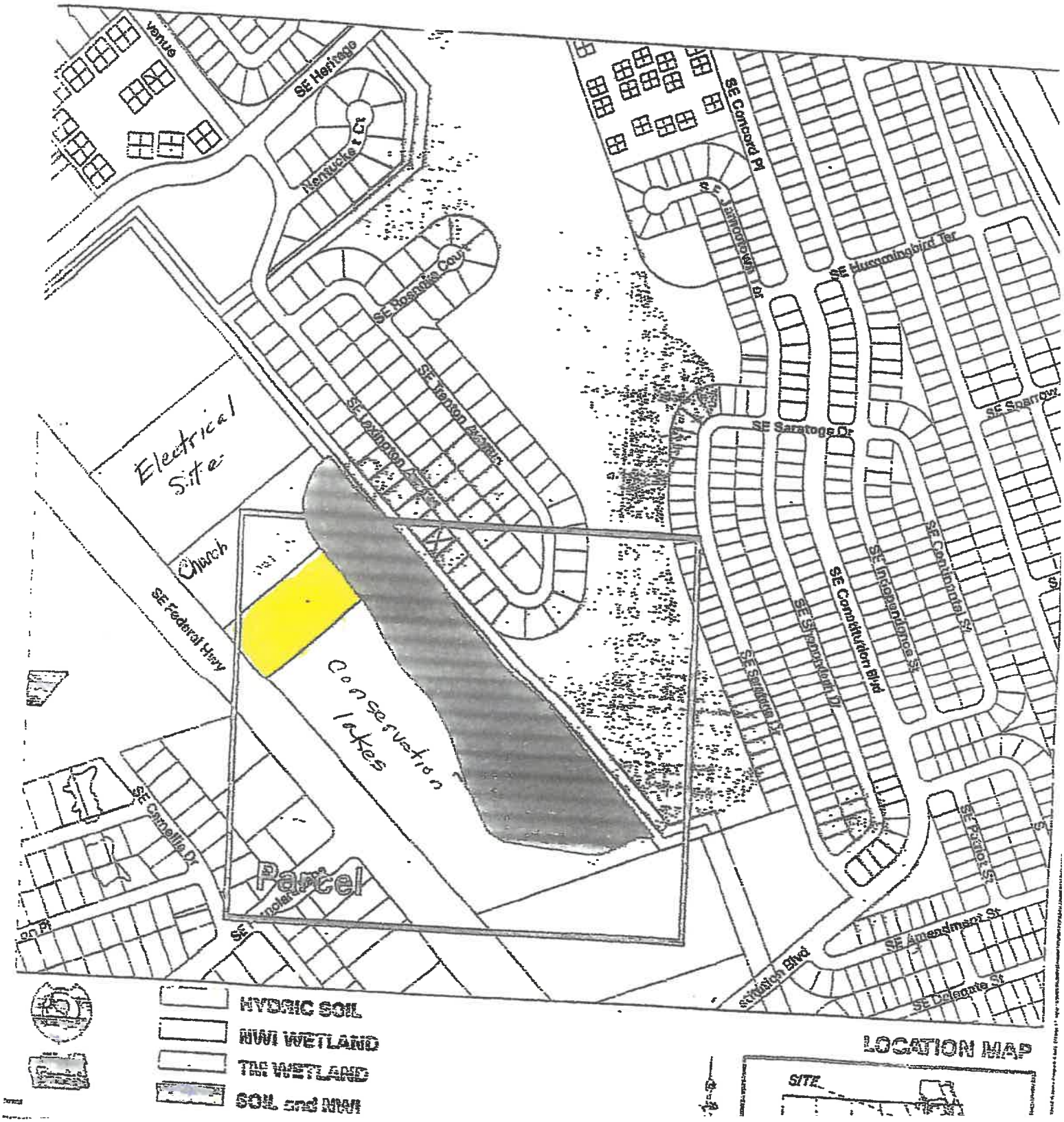
Sharon I. Norris

Sharon I. Norris
Home 772-546-4811
Cell 561-632-9073

Attachment:
County location map from acquisition of
the Biele Parcel documents

cc: Commissioner Edward Ciampi
Commissioner Stacey Hetherington
Commissioner Eileen Vargas
Mr. Brian Elam, PMP, Principal Planner
Martin County

Figure 4. BIELE PARCEL - SOILS AND WETLANDS



From:	Daniel Bernardine
To:	J. Blake Capps; Stacey Hetherington; Eileen Vargas; Sarah Heard; Edward Ciampi
Cc:	Annie Bernardine
Subject:	Opposed to Rezoning Property at 7995 SE Federal Highway, Hobe Sound, FL 33455
Date:	Wednesday, January 29, 2025 11:12:56 PM

Dear Representatives,

I am against the proposed rezoning of the property at 7995 SE Federal Highway, Hobe Sound, FL 33455 from residential to commercial for the purpose of building another storage facility Hobe Sound does not need. We already have several Prime Storage and Storage Rentals of America canvased down US-1 Federal Hwy and two within 2 miles of the proposed location. Additionally, the proposal is for a 2 story storage facility. This will ruin the beauty of Hobe Sounds skyline and increase traffic in the area resulting in an increased risk for motor vehicle accidents and pedestrian risk of injury as well. Please keep this in mind when you make the decision to deny this change in zoning and want to preserve the Hobe Sound we all know and love.

Dan Bernardine, RRT, CES-A, CES-P
ECMO Coordinator
Comprehensive Care Services
Palm Beach Gardens Medical Center
mobile: 313.622.0709

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

Quasi-Judicial

File ID: 25-0404 PHQJ-1 **Meeting Date:** 2/11/2025

PLACEMENT: Public Hearings - Quasi-Judicial

TITLE:

PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE MARTIN COUNTY ZONING ATLAS FOR HOBE SOUND STORAGE

EXECUTIVE SUMMARY:

This application is a request by Thomas Engineering Group, LLC for a zoning district change from RS-6 (Medium Density Residential) to GC (General Commercial) on ±4.01 acres. This request is made concurrent with a proposed Future Land Use Map (FLUM) amendment CPA 23-02 Hobe Sound Storage.

DEPARTMENT: Growth Management

PREPARED BY: **Name:** Amy Offenbach
Title: Planner

REQUESTED BY: Robert Raynes, Gunster Law Firm

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Comprehensive Growth Management Plan Policy 4.4A.1 provides that “Parcels being considered for amendment to the future land use designation shall be concurrently evaluated for rezoning to the most appropriate zoning district in the most recently adopted Land Development Regulations.” A concurrent rezoning is required for each Future Land Use Map (FLUM) amendment where the amendment creates an inconsistency with the current zoning designation.

Analysis of the proposed rezoning can be found in the staff report attached to this Board item. Consideration of the request to change from RS-6 to GC on ±4.01 acres is contingent upon the approval of CPA 23-02 Hobe Sound Storage.

On June 1, 2023, the Local Planning Agency voted 2 - 2 on the proposed zoning district.

ISSUES:

Please see the attached staff report for analysis of the proposed changes to the Zoning Atlas.

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 proceeding, 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 a decision 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 Summary and all its attachments including the staff report for the record as Exhibit 1.
2. Move that the Board amend the Martin County Zoning Atlas to change the zoning district on the subject site from RS-6 (Medium Density Residential) to GC (General Commercial).

ALTERNATIVE RECOMMENDATIONS

1. Move that the Board receive and file the Agenda Item Summary and all its attachments including the staff report for the record as Exhibit 1.
2. Move that the Board amend the Martin County Zoning Atlas to change the zoning district on the subject site from RS-6 (Medium Density Residential) to CC (Community Commercial).

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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MARTIN COUNTY, FLORIDA
Comprehensive Planning Division

HOBE SOUND STORAGE REZONING

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A. Application Information

Report Issuance Date:	February 11, 2025
Applicant:	Employees Money Purchase Pension Plan & Trust of Boca Cardiology Associates Babic & Vinci PA FBO Stephen Babic 7155 Queenferry Circle Boca Raton, FL 33496 Company Representative: Stephen Babic
Represented by:	Brandon Ulmer Thomas Engineering Group, LLC. 850 S.E. Osceola Street Stuart, FL 34996
Planner:	Amy Offenbach, Planner Growth Management Department
Growth Management Director:	Paul Schilling
Request Number:	**Hobe Sound Storage Rezoning**

PUBLIC HEARINGS:	Date	Action
Local Planning Agency:	June 1, 2023	2/2
Board of County Commission Adoption:	February 11, 2025	

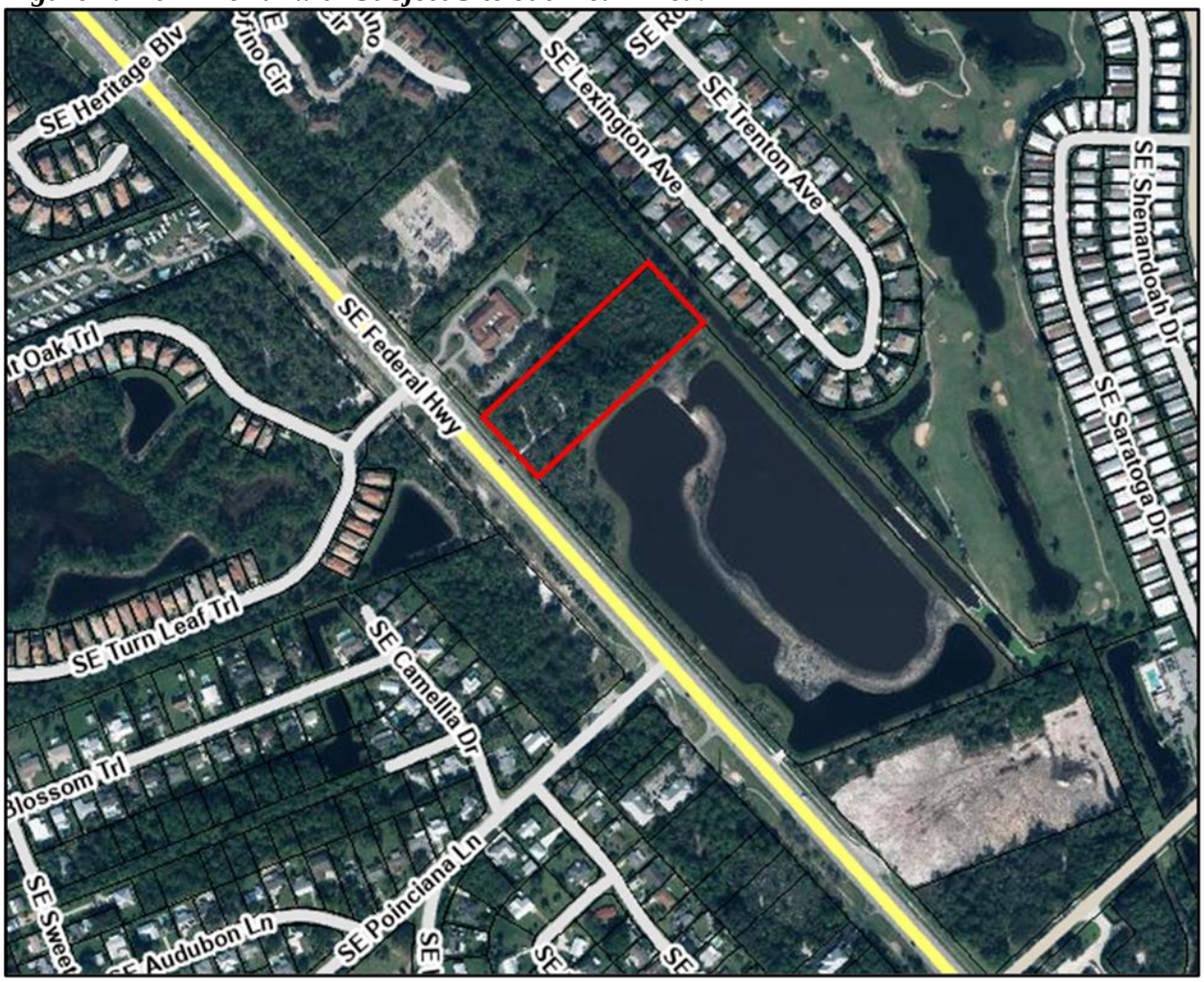
B. Project description and analysis

This is a request for a zoning district change from RS-6, Medium Density Residential to GC, General Commercial District, or the most appropriate zoning district. The subject site is approximately 4.01 acres of undeveloped land located on the east side of S.E. Federal Highway, between S.E. Heritage Boulevard (to the north) and S.E. Poinciana Lane (to the south), in Hobe Sound. The request is made concurrent with a proposed Future Land Use Map amendment, CPA 23-02 Hobe Sound Storage, which proposes to change the future land use designation from Medium Density Residential to General Commercial. Included in this application is a request for a Certificate of Public Facilities Exemption.

There are two standard zoning districts that are available to implement the General Commercial land use policies of the CGMP, which are CC, Community Commercial, and GC General

Commercial Districts. In addition to the standard zoning districts, the PUD (Planned Unit Development) District is also available as another option. The PUD District offers more design flexibility to applicants for proposed projects. However, the district requires public benefits and a site plan approved concurrent with the PUD agreement specific to the site. The applicant is proposing to rezone the property to the GC, General Commercial District. The Local Planning Agency considered the development standards for both the CC and GC zoning districts as well as the existing development along the arterial and voted 2/2 on the proposed General Commercial Zoning District. The following image depicts the location of the Subject Site.

Figure 1: 2024 Aerial with Subject Site outlined in red.



The following tables compare the permitted uses and the development standards for the existing RS-6 zoning district and the standard zoning districts available within the General Commercial future land use. The letter "P" indicates a use is permitted in the zoning district. The RS-6 zoning district permits single-family detached dwellings and some commercial uses. The CC zoning district permits less intense uses that typically serve smaller demographic areas while the GC district permits more intense uses that generally serve greater market areas.

TABLE 3.11.2. (excerpted)
PERMITTED USES - CATEGORY "A" NONRESIDENTIAL DISTRICTS

USE CATEGORY	RS-6	CC	GC
Residential Uses			
Accessory dwelling units			
Apartment hotels		P	P
Mobile homes			
Modular homes	P		
Multifamily dwellings			
Single-family detached dwellings	P		
Single-family detached dwellings, if established prior to the effective date of this ordinance			
Townhouse dwellings			
Duplex dwellings			
Zero lot line single-family dwellings			
Agricultural Uses			
Agricultural processing, indoor			
Agricultural processing, outdoor			
Agricultural veterinary medical services			
Aquaculture			
Crop farms			
Dairies			
Exotic wildlife sanctuaries			

USE CATEGORY	RS-6	CC	GC
Farmer's markets			
Feed lots			
Fishing and hunting camps			
Orchards and groves			
Plant nurseries and landscape services		P	P
Ranches			
Silviculture			
Stables, commercial			
Storage of agricultural equipment, supplies and produce			
Wildlife rehabilitation facilities			
Public and Institutional Uses			
Administrative services, not-for-profit		P	P
Cemeteries, crematory operations and columbaria			
Community centers	P	P	P
Correctional facilities			
Cultural or civic uses		P	P
Dredge spoil facilities			
Educational institutions	P	P	P
Electrical generating plants			
Fairgrounds			
Halfway houses			

USE CATEGORY	RS-6	CC	GC
Halfway houses, on lots where such use was lawfully established prior to the effective date of this ordinance			
Hospitals			P
Neighborhood assisted residences with six (6) or fewer residents	P		
Neighborhood boat launches	P		
Nonsecure residential drug and alcohol rehabilitation and treatment facilities			
Nonsecure residential drug and alcohol rehabilitation and treatment facilities, on lots where such use was lawfully established prior to the effective date of this ordinance			
Places of worship	P	P	P
Post offices		P	P
Protective and emergency services	P	P	P
Public libraries	P	P	P
Public parks and recreation areas, active	P	P	P
Public parks and recreation areas, passive	P	P	P
Public vehicle storage and maintenance			
Recycling drop-off centers	P	P	P
Residential care facilities		P	
Solid waste disposal areas			
Utilities	P	P	P
Commercial and Business Uses			
Adult business			

USE CATEGORY	RS-6	CC	GC
Ancillary retail use			
Bed and breakfast inns	P	P	
Business and professional offices		P	P
Campgrounds			
Commercial amusements, indoor	P	P	P
Commercial amusements, outdoor			P
Commercial day care		P	P
Construction industry trades		P	P
Construction sales and services		P	P
Family day care	P		
Financial institutions		P	P
Flea markets			P
Funeral homes		P	P
General retail sales and services		P	P
Golf courses	P		
Golf driving ranges			P
Hotels, motels, resorts and spas		P	P
Kennels, commercial			P
Limited retail sales and services		P	P
Marinas, commercial		P	P
Marine education and research			

USE CATEGORY	RS-6	CC	GC
Medical services		P	P
Pain management clinics			P
Parking lots and garages		P	P
Recreational vehicle parks		P	P
Recreational vehicle parks, limited to the number and configuration of units lawfully established prior to the effective date of this ordinance			
Residential storage facilities		P	P
Restaurants, convenience, with drive-through facilities			P
Restaurants, convenience, without drive-through facilities		P	P
Restaurants, general		P	P
Shooting ranges			
Shooting ranges, indoor		P	P
Shooting ranges, outdoor			
Trades and skilled services			P
Vehicular sales and service			P
Vehicular service and maintenance			P
Veterinary medical services		P	P
Wholesale trades and services			P
Transportation, Communication and Utilities Uses			
Airstrips			
Airports, general aviation			

USE CATEGORY	RS-6	CC	GC
Truck stop/travel center			
Industrial Uses			
Biofuel facility			
Composting, where such use was approved or lawfully established prior to March 1, 2003			
Extensive impact industries			
Limited impact industries			
Mining			
Salvage yards			
Yard trash processing			
Yard trash processing on lots where such use was lawfully established prior to March 29, 2002			
Life Science, Technology and Research (LSTAR) Uses			
Biomedical research		P	P
Bioscience research		P	P
Computer and electronic components research and assembly		P	P
Computer and electronic products research and assembly		P	P
Computer programming/software research		P	P
Computer system design		P	P
Electromedical apparatus research and assembly		P	P
Electronic equipment research and assembly		P	P
Laser research and assembly		P	P

USE CATEGORY	RS-6	CC	GC
Lens research		P	P
Management, scientific and technical services		P	P
Marine Research		P	P
Medical and dental labs		P	P
Medical equipment assembly		P	P
Optical equipment assembly		P	P
Optical instruments assembly		P	P
Optoelectronics assembly		P	P
Pharmaceutical products research		P	P
Precision instrument assembly		P	P
Professional, scientific and technical services		P	P
Reproducing magnetic and optical media		P	P
Research and development laboratories and facilities, including alternative energy		P	P
Scientific and technical consulting services		P	P
Simulation training		P	P
Technology centers		P	P
Telecommunications research		P	P
Testing laboratories		P	P
Targeted Industries Business (TIB) Uses			
Aviation and aerospace manufacturing			
Business-to-business sales and marketing		P	P

USE CATEGORY	RS-6	CC	GC
Chemical manufacturing			
Convention centers		P	P
Credit bureaus		P	P
Credit intermediation and related activities		P	P
Customer care centers		P	P
Customer support		P	P
Data processing services		P	P
Electrical equipment and appliance component manufacturing			
Electronic flight simulator manufacturing			
Fiber optic cable manufacturing			
Film, video, audio and electronic media production and postproduction		P	P
Food and beverage products manufacturing			
Funds, trusts and other financial vehicles		P	P
Furniture and related products manufacturing			
Health and beauty products manufacturing			
Information services and data processing		P	P
Insurance carriers		P	P
Internet service providers, web search portals		P	P
Irradiation apparatus manufacturing			
Lens manufacturing			
Machinery manufacturing			

USE CATEGORY	RS-6	CC	GC
Management services		P	P
Marine and marine related manufacturing			
Metal manufacturing			
National, international and regional headquarters		P	P
Nondepository credit institutions		P	P
Offices of bank holding companies		P	P
On-line information services		P	P
Performing arts centers		P	P
Plastics and rubber products manufacturing			
Printing and related support activities			
Railroad transportation			
Reproducing magnetic and optical media manufacturing			
Securities, commodity contracts		P	P
Semiconductor manufacturing			
Simulation training		P	P
Spectator sports		P	P
Surgical and medical instrument manufacturing			
Technical support		P	P
Telephonic and on-line business services		P	P
Textile mills and apparel manufacturing			
Transportation air			

USE CATEGORY	RS-6	CC	GC
Transportation equipment manufacturing			
Transportation services			P
Transaction processing		P	P
Trucking and warehousing			
Wood and paper product manufacturing			

(Ord. No. 608, pt. 1, 3-19-2002; Ord. No. 623, pt. 1, 11-5-2002; Ord. No. 633, pt. 1, 9-2-2003; Ord. No. 669, pt. 1, 6-28-2005; Ord. No. 866, pt. 2, 6-22-2010; Ord. No. 891, pt. 1, 2-22-2011; Ord. No. 970, pt. 1, 4-7-2015; Ord. No. 1014, pt. 2, 12-6-2016; Ord. No. 1045, pt. 1, 1-9-2018)

Development Standards

The land development standards set forth in Tables 3.12.1 and 3.12.2 shall apply to all lands zoned in accordance with this Division. The development standards in the following table are consistent with the minimum lot size and minimum open space requirements of the General Commercial future land use designation. The 4.01-acre subject site exceeds the minimum 10,000 square foot minimum lot size and the minimum 80 foot lot width shown in the table below. Please see excerpts below:

TABLE 3.12.1 (excerpted)
DEVELOPMENT STANDARDS

CAT	Zoning District	Min. Lot Area (sq. ft.)	Min. Lot Width (ft)	Max. Res. Density (upa)	Max. Hotel Density (upa)	Max. Building Coverage (%)	Max. Height (ft)/(stories)	Min. Open Space (%)	Other Req. (footnote)
A	RS-6	7,500	50	6	—	—	40	50	—
A	CC	10,000	80	—	20.00	50	30	30	—
A	GC	10,000	80	—	20.00	60	40	20	—

(Ord. No. 608, pt. 1, 3-19-2002; Ord. No. 623, pt. 1, 11-5-2002; Ord. No. 633, pt. 1, 9-2-2003; Ord. No. 809, pt. 1, 9-9-2008; Ord. No. 866, pt. 2, 6-22-2010; Ord. No. 937, pt. 1, 8-6-2013; Ord. No. 1131, pt. I(Exh. A), 5-5-2020; Ord. No. 1165, § 1, 8-10-2021)

TABLE 3.12.2. (excerpted)
STRUCTURE SETBACKS

		Front/by story (ft.)				Rear/by story (ft.)				Side/by story (ft.)			
CAT	Zoning District	1	2	3	4	1	2	3	4	1	2	3	4
A	RS-6	25	25	25	25	10	10	10	10	10	10	10	10
A	CC	25	25	25	25	20	20	30	40	10	10	20	30
A	GC	25	25	25	25	20	20	30	40	10	10	20	30

(Ord. No. 608, pt. 1, 3-19-2002; Ord. No. 633, pt. 1, 9-2-2003; Ord. No. 727, pt. 1, 10-24-2006; Ord. No. 809, pt. 1, 9-9-2008; Ord. No. 866, pt. 2, 6-22-2010; Ord. No. 937, pt. 1, 8-6-2013; Ord. No. 1014, pt. 2, 12-6-2016; Ord. No. 1165, pt. 1, 8-10-2021)

The development standards of the GC zoning district permit more building area and require less open space than the CC district. However, any existing wetlands must be preserved, and a 50-foot upland buffer must be maintained between the preserve and any future development.

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 Atlas 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 established 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 LDRs. All goals, objectives, and policies of the CGMP shall be considered when a proposed rezoning is considered. The County shall have the discretion to decide that the development allowed on any given parcel of land shall be more limited than the maximum allowable under the assigned Future Land Use Category; provided, however, that the County shall approve some development that is consistent with the CGMP, and the decision is fairly debatable or is supported by substantial, competent evidence depending on the fundamental nature of the proceeding. If upon reviewing a proposed rezoning request the County determines that the Future Land Use designation of the CGMP is inappropriate, the County may deny such rezoning request and initiate an appropriate amendment to the CGMP."

3. The Martin County LDR, in Section 3.2.E.2., provides the following "Standards for amendments to the Zoning Atlas." In the review of a proposed amendment to the Zoning Atlas, the Board of County Commissioners shall consider the following:

   a. Whether the proposed amendment is consistent with all applicable provisions of the Comprehensive Plan; and,

   If CPA 23-02 Hobe Sound Storage FLUM is approved, in a separate public hearing, the Zoning Atlas must be amended to implement the General Commercial future land use designation. The zoning implementation policies and requirements contained in Article 3, Zoning Regulations, Land Development Regulations, Martin County Code identify two (2) standard zoning districts, including CC and GC, that are available to implement the General Commercial future land use classification.

   Policy 4.13A.8.(3) of Chapter 4, Future Land Use Element, of the CGMP address the General Commercial Land use designation:

   "General Commercial development. The General Commercial areas are designated on the Future Land Use Map to accommodate general retail sales and services; highway-oriented sales and services; commercial amusement; and trade and warehousing facilities. These areas are principally located in highly accessible parts of the urban service district that are compatible with the unique location and market requirements of these uses. The sites are located on major or minor arterials and require a minimum net lot size of 10,000 square feet. The FAR shall be governed by the parking standards of the Land Development Regulations. Maximum densities for hotel/motel units located in a Commercial future land use designation shall be 20 units per gross acre. Maximum building coverage shall be 60 percent. Minimum open space shall be 20 percent. Maximum building height shall be 40 feet.

   The Land Development Regulations implementing the General Commercial future land use designation shall be consistent with the development standards described above. This area is not intended to accommodate businesses, trades or services that generate significant nuisance impacts, including glare, smoke or other air pollutants; noise; vibration; major fire hazards; need for extensive outside storage and display; or other impacts associated with more intensive industrial uses. Automotive sales and services shall be located in the General Commercial land use classification on sites appropriately designated for highway-oriented commercial. The areas designated for General Commercial development are specifically not adapted to permanent residential housing, and such uses shall be located in other areas designated for residential development. On the other hand, transient residential facilities including hotels and motels, timesharing or fractional fee residential complexes, or other transient quarters should be located in areas designated for commercial use. Areas planned for mixed-use developments as allowed under Goal 18.3 are considered compatible for mixed-use.

   The General Commercial site should generally be removed from single-family residential development and able to be buffered and screened consistent with the Land Development Regulations requiring appropriate landscaping and screening. Screening shall include vegetative berms (where feasible), plant material and/or aesthetic decorative fences or walls to assure compatibility with less intensive uses existing or anticipated on adjacent sites.

Residential use shall be allowed in the General Commercial future land use designation as part of a mixed-use development as allowed under Goal 18.3 in any of the six CRAs identified in Policy 18.1A.4. Residential densities shall be provided for under Goal 18.3.

Prior to approval of a development plan, all applicants for development in the area designated General Commercial shall provide assurances that regional water distribution and wastewater collection utilities shall be provided by a regional public utility system."

The subject site is in a highly accessible area of the PUSD along a major thoroughfare approximately one third of a mile south of S.E. Heritage Boulevard. The approximate 174,675 square foot site easily meets the 10,000 square foot minimum lot size established in the CGMP. The site is separated by a canal from the existing residential development to the east. Preserve and buffering requirements for any future development may provide additional screening from nearby residential developments.

b. ***Whether the proposed amendment is consistent with all applicable provisions of the LDR; and,***

There are two (2) standard zoning districts that are available to implement the General Commercial land use policies of the CGMP. The two (2) standard zoning districts include the CC, Community Commercial, and GC, General Commercial districts.

The subject property has an area of approximately 4.01 acres or 174,675 square feet, a lot width of approximately 249 linear feet fronting the right-of-way for S.E. Federal Highway, consistent with the minimum development standards governing the requested GC Zoning District, as shown above in Table 3.12.1. With respect to the other Land Development Regulation requirements related to roads, drainage, environmental protection, utilities, emergency services, landscaping, etc., full compliance cannot be assessed until a specific plan has been selected for the property and an application is submitted to the County.

The granting of a zoning change by the County does not exempt the applicant from any of the County's Land Development Regulations and no development of the property is proposed as part of this application requesting a rezoning. The applicant must demonstrate full compliance with all regulations prior to any Development Order approval action taken by the County.

c. Whether the proposed district amendment is compatible with the character of the existing land uses in the adjacent and surrounding area and the particular suitability of the property for the proposed zoning use; and,

The primary land use pattern of the subject area, that has been established and recognized on the FLUM, includes a mix of commercial and residential uses. The subject site has direct access to S.E. Federal Highway; and there are four properties designated with the GC zoning district along with multiple commercial uses in the immediate vicinity (see Figure 4 contained in Section D of this report). The GC district, which implements the General Commercial future land use designation, is meant for highly accessible sites with highway-oriented uses. Given the direct arterial access, nearby GC zoning districts, and existing commercial uses, the GC zoning district is compatible with the character of existing land uses in the surrounding area. Therefore, the GC district, proposed for the subject property, is suitable for the unique location of the subject property and the market requirements of the nearby uses.

d. Whether and to what extent there are documented changed conditions in the area; and,

Historically, properties with direct access to S.E. Federal Highway within the subject area had remained mostly undeveloped prior to the 2000s. Rezonings have occurred in the immediate area between 2002 and 2023 to accommodate residential and commercial uses. The more recent development along the corridor has been primarily commercial uses that support surrounding residential subdivisions. Any development proposed on the property in conformance with the General Commercial future land use designation and GC Zoning District will be consistent with existing uses and current development patterns. Therefore, the proposed GC zoning district is appropriate for the subject property.

e. Whether and to what extent the proposed zoning would result in demands on public facilities; and

The subject property is located within the PUSD of the County. As such, the full range of urban services at service levels established by the CGMP is available or must be made available for any uses that are planned for the property. Water and wastewater services to the site will be provided by South Martin Regional Utilities, the regional service provider for this area of the County.

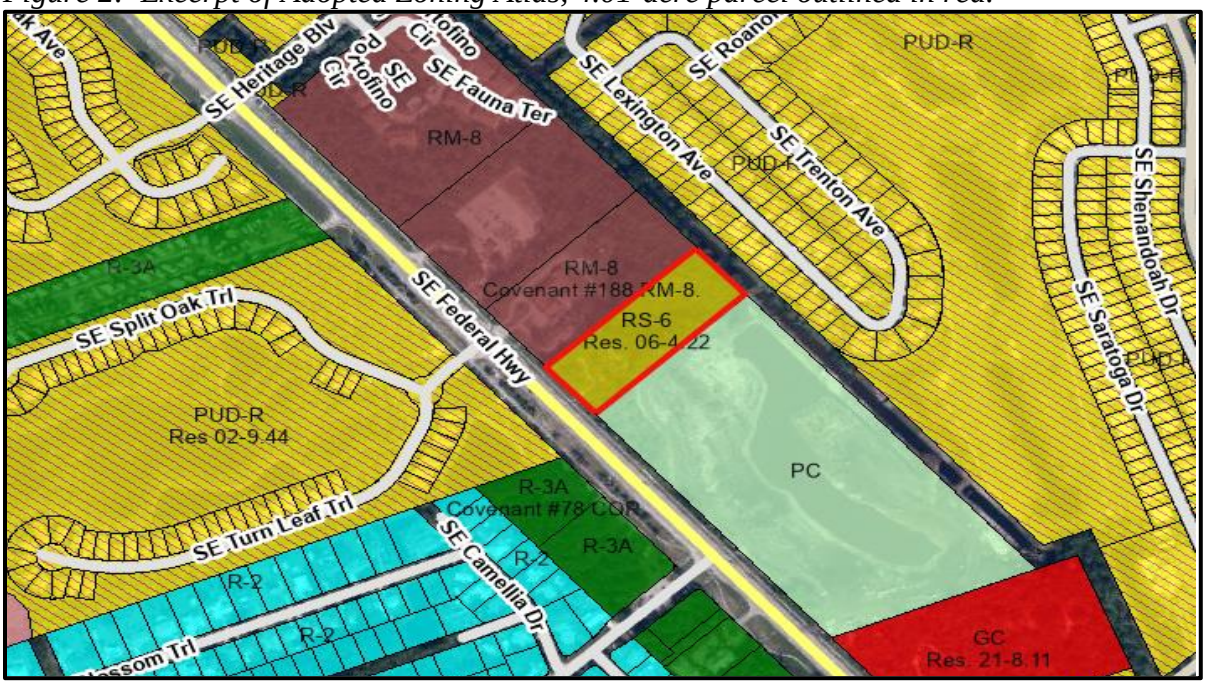
f. Whether and to what extent the proposed zoning would result in a logical, timely and orderly development pattern which conserves the value of existing development and is an appropriate use of the County's resources; and

The immediate market area along the corridor has been established with highway-oriented retail, office and residential uses. Most of the local market area is developed with low-density, single-family residential uses. The existing residential uses are accessible from the arterial via secondary streets while the existing commercial uses are interspersed between the residential subdivision entrances along the corridor. Commercial development typically supports residential development by bringing more amenities, jobs, and services to the area and may also increase demand for nearby properties resulting in a positive effect on values. Commercial development also creates more tax revenue for infrastructure while using less resources (i.e., utilities, schools, emergency services, etc.) when compared to suburban type development. Rezoning to the GC, General Commercial, district would provide an opportunity for a commercial use of the property which would fit the development pattern of the local market, conserve the values of existing development and be an appropriate uses of County resources.

g. Consideration of the facts presented at the public hearings.

The request to rezone the subject property to the GC district was presented, at a public hearing, to the Local Planning Agency (LPA) on June 1, 2023. During the hearing, members of the LPA deliberated about the following facts. The applicant's representative stated that the request is consistent with the GC future land use and established development patterns in the area. The Board compared the 40-foot height requirement of the GC district to the 30-foot requirement of the CC district. The applicant's representative pointed out that the current RS-6 district of the subject property permits a 40-foot building height. An LPA member asked how much of the property was wetlands and the response was approximately two thirds of the site is to be preserved leaving roughly one third available for development. The existing residential developments along U.S. Highway 1 were referenced by members of the LPA. Evidence showing that any development on the site would have limiting constraints and no side road impacts was also discussed.

Figure 2: Excerpt of Adopted Zoning Atlas, 4.01-acre parcel outlined in red.



Zoning District designations of abutting properties:

To the north:	RM-8, Medium Density Residential (Bethel Lutheran Church)
To the south:	PC, Public Conservation (Martin County)
To the east:	PUD-R (Heritage Ridge)
To the west:	PUD-R (The Oaks)

Figure 3: Proposed Zoning Atlas, 4.01-acre parcel highlighted in red.

Staff recommendations:

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

Section	Division or Department	Reviewer	Phone	Assessment
F	Comprehensive Plan	Amy Offenbach	288-5520	Comply
G	Development Review	Amy Offenbach	288-5520	Comply
S	County Attorney	Elysse Elder	288-5925	Review Ongoing
T	Adequate Public Facilities	Amy Offenbach	288-5520	Exempt

C. Review Board action

This application is classified as an amendment to the official zoning atlas. Pursuant to Section 10.3.B., LDR, Martin County, Fla. (2019), a review of this application at a public hearing is required by the LPA, which shall provide a recommendation for the Board's consideration. Pursuant to Section 10.5.F., LDR, Martin County, Fla. (2019), final action on the request for an amendment to the official zoning atlas is required by the BCC at a public hearing.

D. Location and site information:

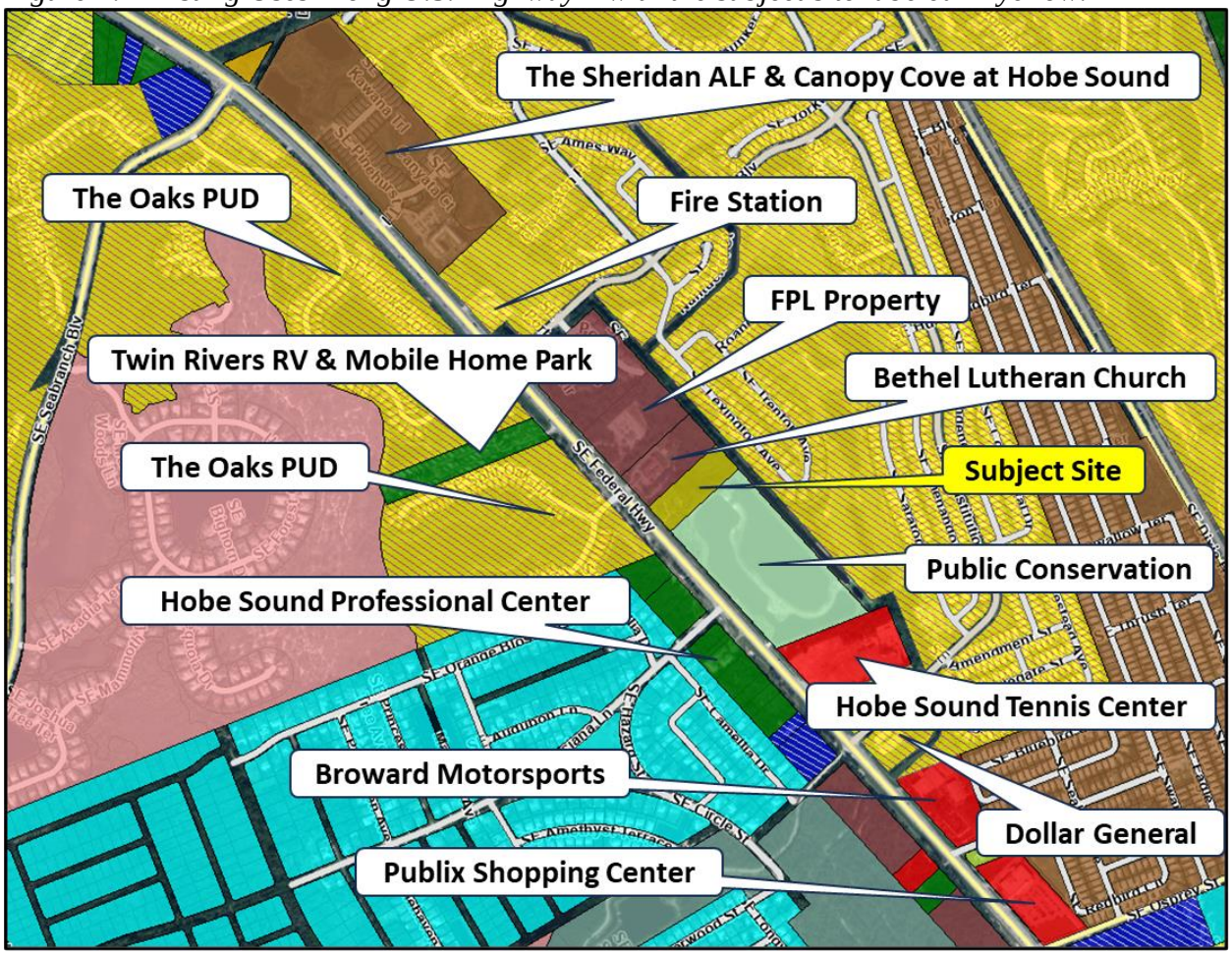
The subject site is located on the east side of S.E. Federal Highway, between S.E. Heritage Boulevard (to the north) and S.E. Poinciana Lane (to the south), in Hobe Sound.

Parcel Number and address:	34-38-42-000-140-00140-6
Existing Zoning:	RS-6, Medium Density Residential (6 upa)
Future Land Use:	Medium Density Residential (≤ 8 upa)
Nearest Major Road:	S.E. Federal Highway
Gross Area of Subject Parcel	4.01 Acres

Adjacent existing or proposed development:

To the north:	Bethel Lutheran Church
To the south:	East Fork Creek Stormwater Treatment, Phase 1
To the east:	Heritage Ridge North PUD-R (Across 80' Drainage ROW)
To the west:	Pastelle PUD-R (The Oaks) (Across S.E. Federal Highway ROW)

Figure 4: Existing Uses Along U.S. Highway 1 with the subject site labeled in yellow.



E. Determination of compliance with Comprehensive Growth Management Plan requirements – Growth Management Department

Comprehensive Growth Management Plan

Findings of Compliance:

The Growth Management Department staff has reviewed the application and finds it in compliance with the applicable regulations. The application proposes rezoning to a standard zoning district defined in the LDR for the purpose of implementing the CGMP for lands designated General Commercial on the FLUM of the CGMP Martin County, Fla., LDR §3.10 (2013).

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

Findings of Compliance:

The Growth Management Department staff has reviewed the application and finds it in compliance with the applicable regulations. There are no unresolved CGMP requirement issues associated with this application.

Additional Information:

The decision on the appropriate zoning depends on the final decision for the future land use designation on the property and the site-specific text amendments. The proposed zoning district, GC, implements the General Commercial future land use designation.

G. Determination of compliance with the urban design and community redevelopment requirements – Community Development Department

See Section G. above.

H. Determination of compliance with the property management requirements – Engineering Department

See Section G. above.

I. Determination of compliance with environmental and landscaping requirements – Growth Management Department

See Section G. above.

J. Determination of compliance with transportation requirements – Engineering Department

See Section G. above.

K. Determination of compliance with county surveyor – Engineering Department

See Section G. above.

L. Determination of compliance with engineering, storm water and flood management requirements – Engineering Department

See Section G. above.

M. Determination of compliance with addressing and electronic file submittal requirements – Growth Management and Information Technology Departments

See Section G. above.

N. Determination of compliance with utilities requirements – Utilities Department

See Section G. above.

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

See Section G. above.

P. Determination of compliance with Americans with Disability Act (ADA) requirements – General Service Department

See Section G. above.

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

See Section G. above.

R. Determination of compliance with legal requirements – County Attorney's Office

Review ongoing.

S. 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.

T. Post-approval requirements

Not applicable.

U. Local, State, and Federal Permits

No Local, State, or Federal Permits are applicable to a rezoning action which does not permit any development activities.

V. Fees

Not applicable

W. General application information

Applicant: Thomas Engineering Group, LLC.
125 W. Indiantown Rd.
Jupiter, FL 33458

Attorney: Gunster
800 S.E. Monterey Commons Blvd., Suite 200
Stuart, FL 34996

X. Acronyms

ADA	Americans with Disabilities
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
MDHD	Martin County Health Department
NFPA	National Fire Protection Association
SFWMD	South Florida Protection Association
PUSD	Primary Urban Services District
W/WWSA	Water/Waste Water Service Agreement

Y. Figures/Attachments

Figure 1: 2024 Aerial with Subject Site outlined in red.
Figure 2: Excerpt of Adopted Zoning Atlas, 4.01-acre parcel outlined in red.
Figure 3: Proposed Zoning Atlas, 4.01-acre parcel highlighted in red.
Figure 4: Existing Uses Along U.S. Highway 1 with the subject site labeled in yellow.

Martin County
Growth Management
2401 S.E. Monterey Road
Stuart, FL 34996

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 25-

REGARDING A CHANGE IN ZONING DISTRICT CLASSIFICATION FROM RS-6, MEDIUM DENSITY RESIDENTIAL DISTRICT TO GC, GENERAL COMMERCIAL FOR CPA 23-02, HOBE SOUND STORAGE, FUTURE LAND USE MAP AMENDMENT

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

1. Employees Money Purchase Pension Plan & Trust of Boca Cardiology Associates Babic & Vinci PA FBO Stephen Babic, owner of the land that is the subject of this resolution, submitted an application, to change the zoning district classification on the County Zoning Atlas for 4.01-acres from the current RS-6, Medium Density Residential district to the GC, General Commercial district for the property described in Exhibit A, attached hereto.

2. The Local Planning Agency considered the application at a public hearing on June 1, 2023, and voted 2 to 2 for the amendment which was 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 February 11, 2025.

5. At the public hearings, all interested parties were given an opportunity to be heard.

6. All conditions precedent to granting the change in zoning district classification have been met.

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

A. The zoning district classification of the property described in Exhibit A is hereby changed from the RS-6, Medium Density Residential district to the GC, General Commercial 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. The effective date of this resolution, if Comprehensive Plan Amendment 23-02, the Hobe Sound Storage property is not timely challenged, shall be 31 days after adoption by the Board of County Commissioners. If CPA 23-02 is timely challenged, this resolution shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on CPA 23-02 may be issued or commence before it has become effective.

E. 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 11th DAY OF FEBRUARY 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____

CAROLYN TIMMANN,
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER

BY: _____

SARAH HEARD, CHAIR

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: _____

SARAH W. WOODS,
COUNTY ATTORNEY

Exhibit A

Parcel ID Number: 34-38-42-000-140-00140-6

Legal Description:

GOMEZ GRANT W OF RIVER BEG E R/W US 1 & N/LN RIDGEWAY S/D NWLY ALG R/W 3102.67' FOR POB CONT NWLY 249' NELY 700' SELY 249' SWLY 700' TO POB

Map with subject property identified:

SOUTH MARTIN REGIONAL UTILITY (SMRU)

9000 ATHENA STREET • P.O. BOX 395 • HOBE SOUND, FLORIDA 33475-0395

(772) 546-2511 • FAX (772) 546-7619

December 6, 2022

Brandon Ulmer, PE
Thomas Engineering Group, LLC
125 W. Indiantown Rd St 206
Jupiter, FL 33458

RE: Hobe Sound Storage Site; PCN 34-38-42-000-140-00140-6

Dear Mr. Ulmer,

Thank you for completing the TJI/SMRU Developer Questionnaire for the Hobe Sound Storage Site project. South Martin Regional Utility (SMRU) is the regional utility for water and wastewater services for above referenced project. Based upon the information provided to us, SMRU currently has adequate water and wastewater capacity to serve this project; however, this letter is by no means a reservation of capacity.

Our initial review indicates that off-site utility construction improvements, at the developer's expense, may be required to serve the project. Upon submission of final plans, the final off-site improvement details will be determined.

In order to provide an estimate of pre reservation fees and utility upgrades, we require that you provide us with utility concurrency calculations demonstrating the projected water and wastewater demands for the project, and preliminary engineering plans. Should you have any further questions or require additional information, please contact SMRU at (772) 546-6259.

Sincerely,

Stuart Trent, P.E.
Director of Public Services
ST/kmc

cc: Kim McLaughlin, Project Coordinator
Linda Race, Customer Service Manager
File

MARTIN COUNTY, FLORIDA
INTER-OFFICE MEMORANDUM

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

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback.

TO: Daphne Schaub
Senior Planner

DATE: May 17, 2023

FROM: Lisa A. Wichser, P.E., CFM
County Engineer

SUBJECT: Comprehensive Management Plan
Proposed Amendment 23-02: Hobe Sound Storage

Traffic Engineering staff has received the proposed amendment to the Future Land Use Map designation from Medium Density Residential (up to 8 unit per acre) to Commercial General on one parcel approximately 4.01 acres in total, located on SE Federal Highway near SE Turn Leaf Trail in Hobe Sound.

Staff finds that the proposed Future Land Use Map designation would result in a net increase of 269 peak hour trips. Staff finds that SE Federal Highway is the recipient of a majority of the generated trips and has the available capacity to absorb the additional trips. Additionally, the Martin Metropolitan Planning Organization has identified the widening of SE Federal Highway between SE Osprey Street and SE Seabranch Boulevard from four to six lanes in its 2045 Long Range Transportation Plan.

For the purpose of this proposed amendment, staff can provide a "positive evaluation", meaning there is sufficient roadway capacity planned in the adopted long-range capital facility plans of the Comprehensive Growth Management Plan [Martin County, Fla., CGMP Policy 14.1C.5.(2)(e) (2013)]. This evaluation shall not be used by the applicant, or their successors in title, in any way whatsoever as committing the County legally through the theory of equitable estoppel or any other legal theory, to approve any final development order for the project without a determination and reservation of roadway adequate capacity [Martin County, Fla., CGMP Policy 14.1C.5.(2)(c) (2013)].

Staff will reevaluate the traffic impacts prior to the issuance of any development order associated with the property.

LL/LAW:ll

Hobe Sound Storage Rezoning, Additional Application Materials

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.

N/A ☐ 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

DEVELOPMENT REVIEW APPLICATION

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A. GENERAL INFORMATION

Type of Application: Zoning Change

Name or Title of Proposed Project: Hobe Sound Storage

Brief Project Description:
See Project Narrative

Was a Pre-Application Held? ☑ **YES/NO** ☐ **Pre-Application Meeting Date:** 04/14/22

Is there Previous Project Information? ☑ **YES/NO** ☑

Previous Project Number if applicable: _____

Previous Project Name if applicable: _____

Parcel Control Number(s)
343842000140001406

B. PROPERTY OWNER INFORMATION

Owner (Name or Company): EMPLOYEES MONEY PURCHASE PENSION PLAN & T

Company Representative: Stephen Babic MD TTEE

Address: 7155 Queenferry Cir.

City: Boca Raton, State: FL Zip: 33496

Phone: _____ Email: _____

C. PROJECT PROFESSIONALS

Applicant (Name or Company): Thomas Engineering Group, LLC
Company Representative: Brandon Ulmer
Address: 125 W. Indiantown Rd., Suite 206
City: Jupiter, State: FL Zip: 33458
Phone: 561-203-7503 Email: bulmer@thomaseg.com

Agent (Name or Company): _____
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Contract Purchaser (Name or Company): Live Oak Capital Partners
Company Representative: Steve Tedder
Address: 430 Plasters Avenue NE, Suite 200
City: Atlanta, State: GA Zip: 30324
Phone: 404-202-6121 Email: stedder@liveoakcp.com

Land Planner (Name or Company): _____
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Landscape Architect (Name or Company): Thomas Engineering Group, LLC
Company Representative: Michael Grosswirth
Address: 6300 NW 31st Avenue
City: Ft Lauderdale, State: FL Zip: 33309
Phone: 954-202-7000 Email: mgrosswirth@thomaseg.com

Surveyor (Name or Company): Keith
Company Representative: Luis Santaliz
Address: 301 East Atlantic Boulevard
City: Pompano Beach, State: FL Zip: 33060
Phone: 954-788-3400 Email: lsantaliz@keithteam.com

Civil Engineer (Name or Company): Thomas Engineering Group, LLC
Company Representative: Brandon Ulmer
Address: 125 W. Indiantown Rd., Suite 206
City: Jupiter, State: FL Zip: 33458
Phone: 561-203-7503 Email: bulmer@thomaseg.com

PROJECT PROFESSIONALS CONTINUED

Traffic Engineer (Name or Company): _____
Company Representative: _____
Address: _____
City: _____, State:_____ Zip: _____
Phone: _____ Email: _____

Architect (Name or Company): Kenneth Carlson
Company Representative: Kenneth Carlson
Address: 1166 W. Newport Center Drive, Suite 311
City: Deerfield Beach, State: FL Zip: 33442
Phone: 954-427-8848 Email: alis@kencarlson.com

Attorney (Name or Company): Gunster
Company Representative: Robert Raynes Jr.
Address: 800 SE Monterey Commons Blvd., Suite 200
City: Stuart, State: FL Zip: 34996
Phone: 772-288-1980 Email: rraynesjr@gunster.com

Environmental Planner (Name or Company): EW Consultants, Inc.
Company Representative: Mary Lindgren
Address: 2581 Metrocentre Blvd., Suite 1
City: West Palm Beach, State: FL Zip: 33407
Phone: 561-291-7950 Email: mlindgren@ewconsultants.com

Other Professional (Name or Company): _____
Company Representative: _____
Address: _____
City: _____, State:_____ Zip: _____
Phone: _____ Email: _____

D. Completeness Sufficiency Review

Applications submitted for completeness/sufficiency review meetings held on Mondays, must be received by the Growth Management Department no later than 4 p.m. the previous Thursday or in the event of a holiday, 4 p.m. Wednesday. Applications received on Fridays will be scheduled for the following week.

E. 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 check if the applicant waives the limitations.

F. APPLICANT or AGENT CERTIFICATION

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

Applicant Signature

11-20-2022
Date

Brandon Ulmer
Printed Name

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was ☐ sworn to, ☑ affirmed, or ☐ acknowledged before me by means of ☑ physical presence or ☐ online notarization this 20th **day of** October**, 20**22**, by** Brandon Ulmer**, who is ☑ personally known to me, or ☐ produced the following type of identification** _____.

NOTARY PUBLIC SEAL

Notary Public State of Florida
Ashley L Bobier
My Commission
HH 206155
Exp. 12/8/2025

Notary Public, State of Florida

Ashley L. Bobier
(Printed, Typed or Stamped Name of Notary Public)

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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Digital Submittal Affidavit

I, Brandon Ulmer, attest that the electronic version included for the project Hobe Sound Storage is an exact copy of the documents that were submitted for sufficiency, excluding any requested modifications made by the sufficiency review team. All requested modifications, if any, have been completed and are included with the packet.

Applicant Signature

10-20-2022
Date

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was ☐ sworn to, ☑ affirmed, or ☐ acknowledged before me by means of ☑ physical presence or ☐ online notarization this 20th day of October, 2022, by Brandon Ulmer, who is ☑ personally known to me, or ☐ produced the following type of identification _____.

NOTARY PUBLIC SEAL

Notary Public State of Florida
Ashley L Bobier
My Commission
HH 206155
Exp. 12/8/2025

Notary Public, State of Florida

Ashley L. Bobier
(Printed, Typed or Stamped Name of Notary Public)

THOMAS ENGINEERING GROUP

THOMAS ENGINEERING GROUP
125 W. INDIANTOWN RD., STE. 206
JUPITER, FL 33458
P: 561-203-7503
F: 561-203-7721

Narrative

Proposed Storage Facility (Three Story)
Hobe Sound, FL (Martin County)

The subject property has a PCN # of 343842000140001406 and totals 4.00 acres.

The site is currently undeveloped. A copy of the Martin County Property Appraiser aerial and information sheet is attached along with the legal description.

The applicant is proposing the development of a self-storage facility. Access for the site will be along US highway 1.

The development will also include corresponding parking spaces, walkways, landscape, signage, utility connections and a stormwater management system.

Additionally, we would like to request the reservation of adequate public facilities for the project.

LAND USE SUMMARY

The Property is designated Medium Density Residential (RS-6) use on Current and Future Land Use Plan for the County. The proposed development requires a change in the Future Land Use Plan to General Commercial and GC zoning.

LEGAL DESCRIPITION

COMMENCING AT THE NORTHWEST CORNER OF RIDGEWAY MOBILE HOME SUBDIVISION, ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT BOOK 7, PAGE(S) 26, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;
THENCE RUN NORTH 42DEG14'43" WEST, A DISTANCE OF 3,102.67 FEET, ALONG THE EAST RIGHT OF WAY OF U.S. #1, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 42DEG14'43" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 249.00 FEET;
THENCE RUN NORTH 47DEG45'17" EAST, A DISTANCE OF 700.00 FEET:
THENCE RUN SOUTH 42DEG14'43" EAST, A DISTANCE OF 249.00 FEET;
THENCE RUN SOUTH 47DEG45'17" WEST, A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING.

THOMAS
ENGINEERING GROUP

Designation of Authorized Agent

Consent for: Hobe Sound Property proposed Storage Facility

Hobe Sound

Parcel ID: 343842000140001406

This form shall serve as consent for **Brandon Ulmer and Ryan Thomas, Thomas Engineering Group, LLC** to act as agent/applicant to prepare, submit, and sign (as applicant) all applications and documentation required for procurement of the Martin County Development Review and Approval, site plan and rezoning as needed; site construction permits; building permits; SMRU, permits and approvals; Martin County Fire Review and approval; Florida Department of Environmental Protection permits; FDOT; South Florida Water Management District Permit and water use permit and any other necessary permits or approvals required for the construction of the proposed Commercial Development.

I do hereby give consent to for **Brandon Ulmer and Ryan Thomas, Thomas Engineering Group, LLC** to act on our behalf to sign and submit applications, required material and documents, and attend and represent us at all meetings and public hearings pertaining to this project.

Property Owner: Trust C/O Stephen Babic

Owner/Mail Address 7155 Queenferry Circle

Boca Raton, FL 33496

By: _____
(signature)

STEPHEN BABIC
(printed name, title)

State of Florida

County of Palm Beach

This foregoing instrument was acknowledged before me this 11 day of October, 2022,

by Stephen Babic. He/she is personally known to me or has produced

_as identification and did/did not take an oath.

ANGELA SILVESTRI
MY COMMISSION # HH 082818
EXPIRES: March 20, 2025
Bonded Thru Notary Public Underwriters

Notary Public Information :

Agent Information:

Angela Silvestri

Angela Silvestri

(Signature of Notary)

Brandon Ulmer, Thomas Engineering Group, LLC

Ryan Thomas, Thomas Engineering Group, LLC

125 West Indiantown road Suite

206

Jupiter, FL 33458

(Name – Must be typed, printed or stamped)

ANGELA SILVESTRI
MY COMMISSION # HH 082818
EXPIRES: March 20, 2025
Bonded Thru Notary Public Underwriters

My Commission Expires: 3/20/25

87-5-74gh 663704

WARRANTY DEED

RAMCO FORM 01

This Warranty Deed Made the 17th day of June A. D. 1987 by
IRWIN S. GARS, as Trustee and individually

hereinafter called the grantor, to
STEPHEN BABIC, M.D., AS TRUSTEE FOR EMPLOYEES' MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT OF BOCA RATON CARDIOLOGY ASSOCIATES, BABIC AND VINCI, P.A., FOR THE BENEFIT OF STEPHEN BABIC
whose postoffice address is 7321 Estrella Ct.
hereinafter called the grantee Boca Raton, Florida 33427

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

Commencing at the Northwest corner of Ridgeway Mobile Home Subdivision as recorded in Plat Book 7, Page 26, Public Records of Martin County, Florida, thence run North 42 14'43" West a distance of 3102.67 feet along the East right of way of U.S.#1 to the Point of Beginning, thence continue North 42 14'43" West along said right of way a distance of 249.00 feet, thence run North 47 45'17" East a distance of 700.00 feet, thence run South 42 14' 43" East a distance of 249.00 feet, thence run South 47 45'17" West a distance of 700.00 feet to the Point of Beginning.

Subject to taxes--Subsequent to December 31,1986 and restrictions, reservations, easements and covenants of record.

GRANTOR hereby certifies that said property is not his homestead and that said property is vacant land.

Pathen 7. 3

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, 19

In Witness Whereof, the said grantor has signed and sealed these presents the day and year aforesaid.

Signed, sealed and delivered in our presence:

IRWIN S. GARS, as Trustee, and individually (L.S.) (L.S.)

STATE OF Florida
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared
Irwin S. Gars, as Trustee, and individually

to me known to be the person described in and who executed the foregoing instrument and has acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of June, A. D. 19 87

Notary Public -- My Commission Expires

Notary Public, State of Florida
My Commission Expires March 18, 1988
Security Bond Associates, Inc.

SPACE BELOW FOR RECORDERS USE

O.R. BOOK 725 PAGE 1687

This Instrument prepared by:
Address STEWART TITLE OF MARTIN COUNTY
409 E. Osceola Ave.
Stuart, FL. 33494

RAMCO FORM 01

Warranty Deed

To

ICA

P.R. 725 1668

CERTIFICATION OF NON-TRANSFER OF PROPERTY

The undersigned, Robert S. Raynes, Jr., the Attorney for **Live Oak Capital Partners, LLC**, hereby certifies that since the date of the Warranty Deed, recorded in ORB 725, Page 1687, a copy of which is attached hereto as Exhibit "A" (the "Deed), that no transfer of the property described in the Deed has occurred.

This certificate is dated effective as of the 15th day of August 2022.

Robert S. Raynes, Jr., Esquire
Gunster Law Firm
800 SE Monterey Commons Blvd., Suite 200
Stuart, Florida 34996
772-223-2218

Exhibit A

87-5-74gb 663704

WARRANTY DEED

RAMCO FORM 01

This Warranty Deed Made the 17th day of June A. D. 1987 by IRWIN S. GARS, as Trustee and individually

hereinafter called the grantor, to STEPHEN BABIC, M.D., AS TRUSTEE FOR EMPLOYEES' MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT OF BOCA RATON CARDIOLOGY ASSOCIATES, BABIC AND VINCI, P.A., FOR THE BENEFIT OF STEPHEN BABIC whose postoffice address is 7321 Estrella Ct. Boca Raton, Florida 33427 hereinafter called the grantee:

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

Commencing at the Northwest corner of Ridgeway Mobile Home Subdivision as recorded in Plat Book 7, Page 26, Public Records of Martin County, Florida, thence run North 42 14'43" West a distance of 3102.67 feet along the East right of way of U.S.#1 to the Point of Beginning, thence continue North 42 14'43" West along said right of way a distance of 249.00 feet, thence run North 47 45'17" East a distance of 700.00 feet, thence run South 42 14' 43" East a distance of 249.00 feet, thence run South 47 45'17" West a distance of 700.00 feet to the Point of Beginning.

Subject to taxes--Subsequent to December 31,1986 and restrictions, reservations, easements and covenants of record.

GRANTOR hereby certifies that said property is not his homestead and that said property is vacant land.

Return to:

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, 19

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

Signed, sealed and delivered in our presence:

IRWIN S. GARS, as Trustee, and individually (L.S.)

STATE OF Florida
COUNTY OF Dade

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 Irwin S. Gars, as Trustee, and individually

to me known to be the person described in and who executed the foregoing instrument and has acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of June, A. D. 1987

Notary Public -- My Commission Expires

Notary Public, State of Florida
My Commission Expires March 18, 1988
Security Bond Associates, Inc.

SPACE BELOW FOR RECORDERS USE

O.R. BOOK 725 PAGE 1687

This Instrument prepared by:
STEWART TITLE OF MARTIN COUNTY
Address 409 E. Osceola Ave.
Stuart, FL 33494

RANCO FORM 01

Warranty Deed

To

PG 725 PAGE 1688

LEGAL DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF RIDGEWAY MOBILE HOME SUBDIVISION AS RECORDED IN PLAT BOOK 7, PAGE 26, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, THENCE RUN NORTH 42°14'43" WEST A DISTANCE OF 3102.67 FEET ALONG THE EAST RIGHT OF WAY OF U.S. #1 TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 42°14'43" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 249.00 FEET, THENCE RUN NORTH 47°45'17" EAST A DISTNAVE OF 700.00 FEET, THENCE RUN SOUTH 42°14'43" EAST A DISTANCE OF 249.00 FEET, THENCE RUN SOUTH 47°45'17" WEST A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING.

LOCATION MAP

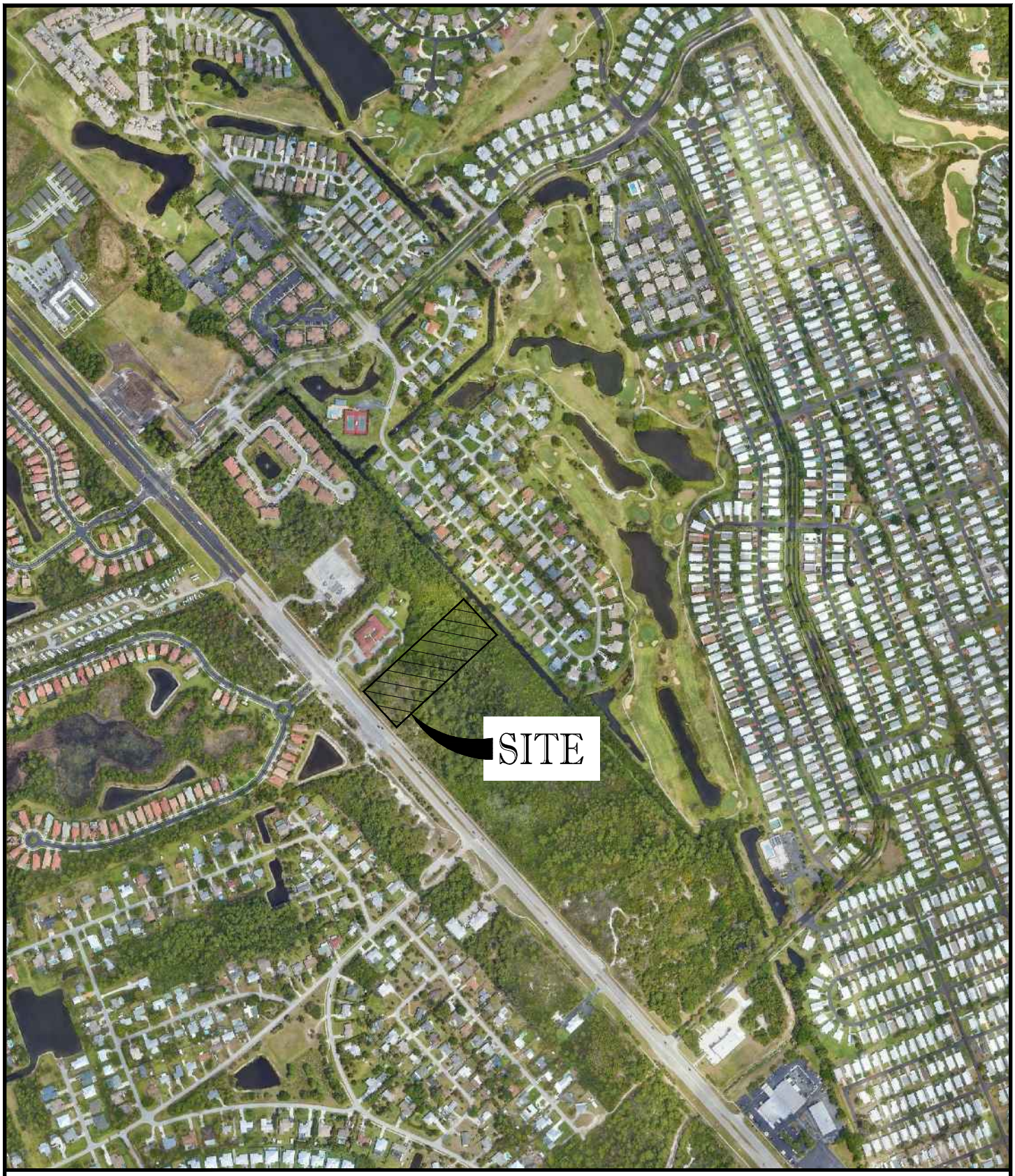
PROJECT:	HOBE SOUND STORAGE		
LOCATION:	MARTIN COUNTY, FLORIDA		
PROJECT NO:	FJ220006	PAGE NO: 1	OF 1
PREPARED BY:	NJL	DATE:	09/21/2022
CHECKED BY:	BMU	SCALE:	N.T.S.

THOMAS ENGINEERING GROUP

CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS

125 W. INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 PHONE: (561) 203-7503

N

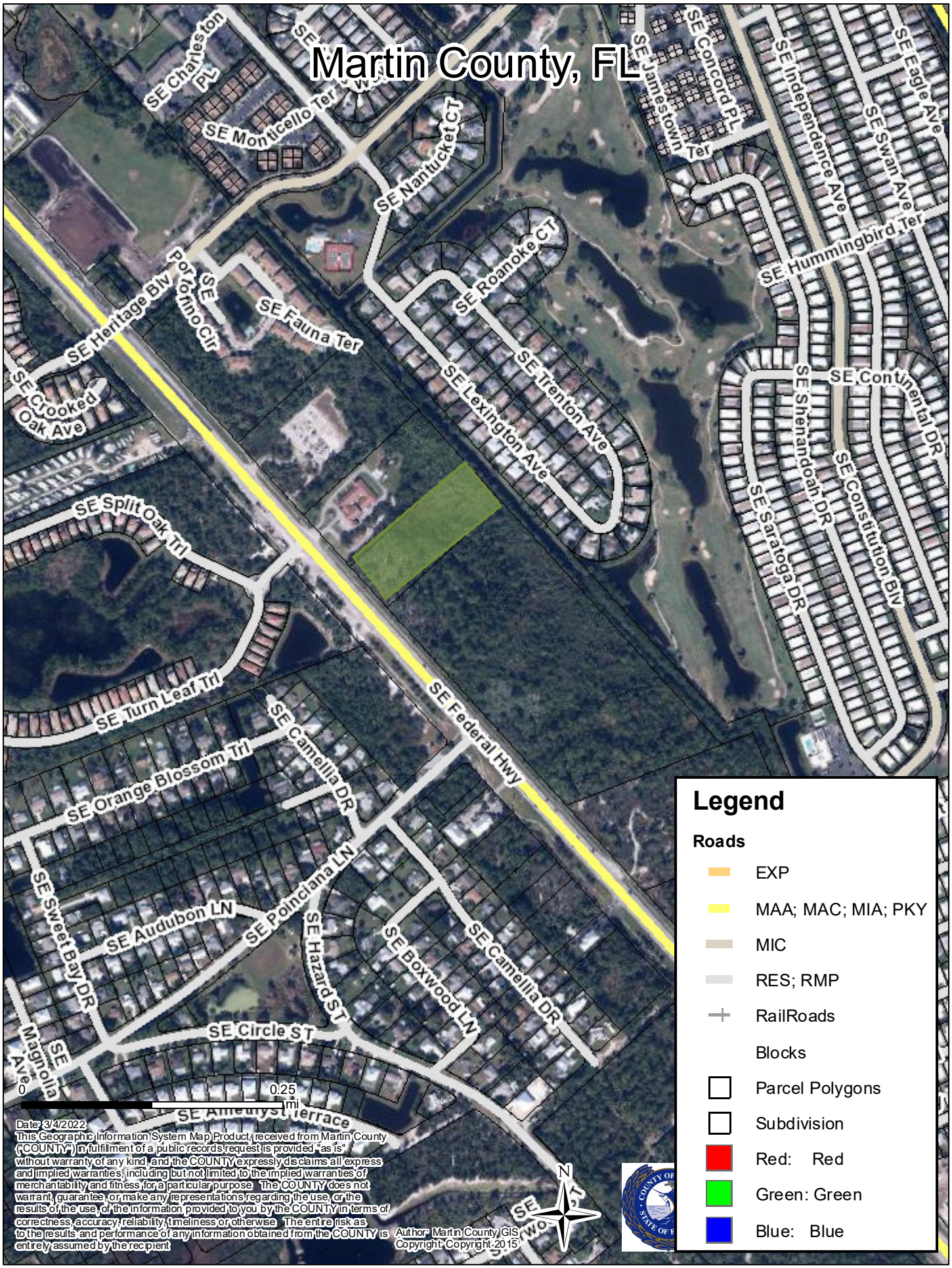


AERIAL MAP

PROJECT:	HOBE SOUND STORAGE		
LOCATION:	MARTIN COUNTY, FLORIDA		
PROJECT NO:	FJ220006	PAGE NO: 1	OF 1
PREPARED BY:	NJL	DATE:	09/9/2022
CHECKED BY:	BMU	SCALE:	N.T.S.

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
125 W. INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 PHONE: (561) 203-7503

N


Martin County, FL
SE Charleston PL
SE Monticello Ter
SE Nantucket CT
SE Jamestown Ter
SE Concord PL
SE Independence Ave
SE Swan Ave
SE Eagle Ave
SE Hummingbird Ter
SE Roanoke CT
SE Heritage Blv
SE Portofino Clr
SE Fauna Ter
SE Trenton Ave
SE Lexington Ave
SE Continental DR
SE Shenandoah DR
SE Constitution Blv
SE Saratoga DR
SE Crooked Oak Ave
SE Split Oak Trl
SE Turn Leaf Trl
SE Federal Hwy
SE Camellia DR
SE Orange Blossom Trl
SE Poinciana LN
SE Sweet Bay DR
SE Audubon LN
SE Hazard ST
SE Boxwood LN
SE Camellia DR
SE Circle ST
SE Magnolia Ave
SE Amethyst Terrace
0
0.25
mi
N
Legend
Roads
EXP
MAA; MAC; MIA; PKY
MIC
RES; RMP
RailRoads
Blocks
Parcel Polygons
Subdivision
Red: Red
Green: Green
Blue: Blue
Date: 3/4/2022
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Author: Martin County GIS
Copyright: Copyright 2015

Basic Info

PIN	AIN	Situs Address	Website Updated
34-38-42-000-140-00140-6	48565	UNASSIGNED	3/4/22

General Information

Property Owners
EMPLOYEES MONEY PURCHASE PENSION PLAN & TRUST OF BOCA CARDIOLOGY ASSOCIATES BABIC & VINCI PA FBO STEPHEN BABIC

Mailing Address
STEPHEN BABIC MD TTEE
7155 QUEENFERRY CIR
BOCA RATON FL 33496

Tax District
DISTRICT THREE MSTU

Parcel ID
34-38-42-000-140-00140-6

Account Number
48565

Property Address
UNASSIGNED

Legal Description
GOMEZ GRANT W OF RIVER BEG E R/W US 1 & ...

Use Code/Property Class
9900 - 9900 Vacant Acreage

Neighborhood
70000 Market Area 7 Acreage

Legal Acres
4.0100

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	$ 632,780	$ 0	$ 632,780	$ 370,058	$ 262,722	$ 0	$ 262,722

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.

Current Sale

Sale Date	Grantor (Seller)	Doc Num
6/30/87	SELLER - see file for name	N/A
Sale Price	**Deed Type**	**Book & Page**
$ 200,000	Special Warranty Deed	0725 1687

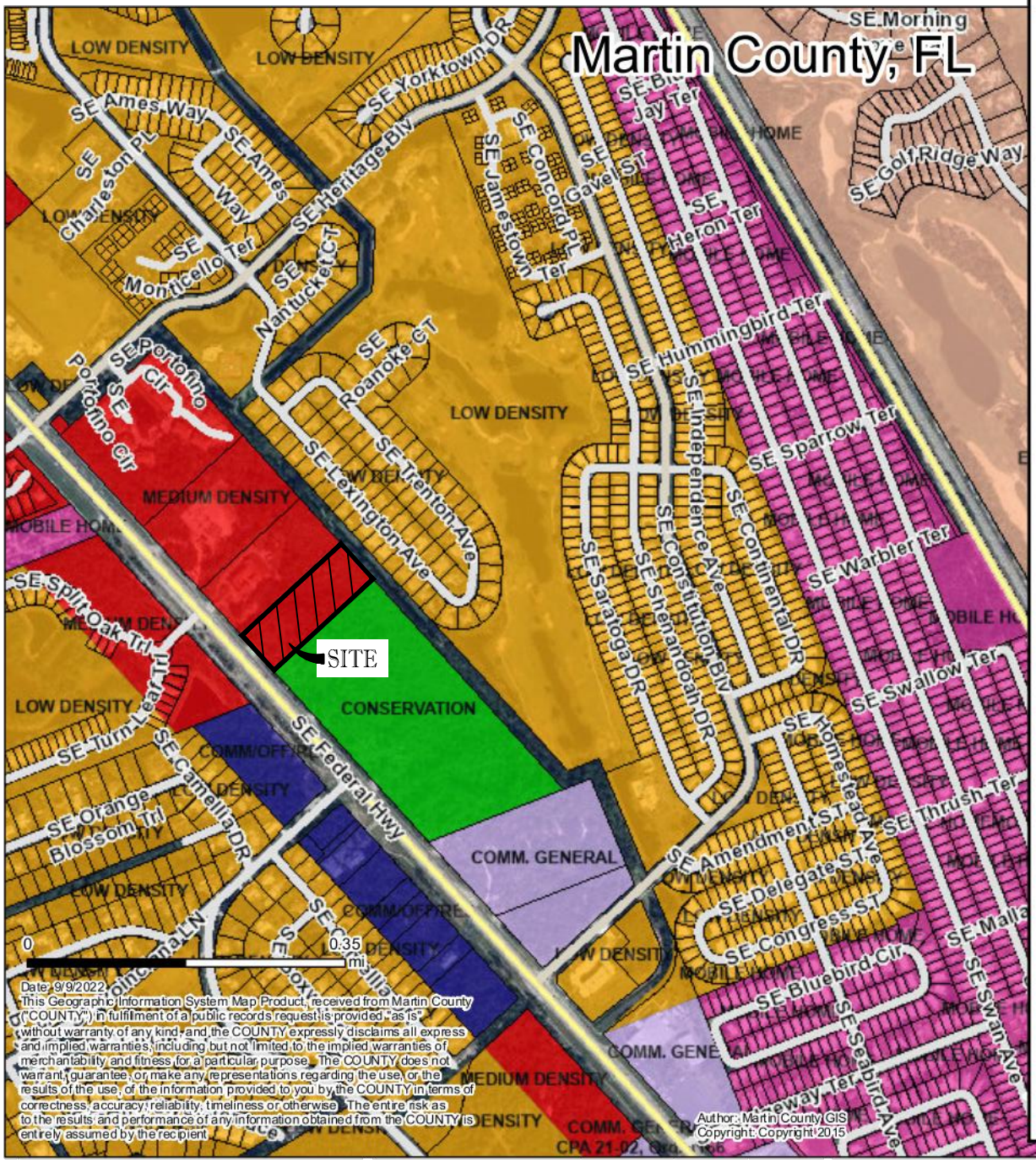
Legal Description

GOMEZ GRANT W OF RIVER BEG E R/W US 1 & N/LN RIDGEWAY S/D NWLY ALG R/W 3102.67' FOR POB CONT NWLY 249' NELY 700' SELY 249' SWLY 700' TO POB

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

Martin County, FL



Future Landuse

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

Prestige title agency, Inc.

736 Colorado avenue, Suite a, Stuart, Florida 34994 ·phone: (772) 283-5590 fax: (772) 283-5699 email: ptatitle@bellsouth.net

September 6, 2022

Ownership Search

Prepared For: THOMAS ENGINEERING GROUP, LLC

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

icrews

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. P22-11795IC

THE ATTACHED REPORT IS ISSUED TO THOMAS ENGINEERING GROUP, LLC. 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: *icrews*

Iris M. Crews

87-5-74gb **663704**

WARRANTY DEED
INDIVID TO INDIVID

RAMCO FORM 01

This Warranty Deed *Made the* 17th *day of* June *A. D. 1987 by*
IRWIN S. GARS, as Trustee and individually

hereinafter called the grantor, to
STEPHEN BABIC, M.D., AS TRUSTEE FOR EMPLOYEES' MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT OF BOCA RATON CARDIOLOGY ASSOCIATES, BABIC AND VINCI, P.A., FOR THE BENEFIT OF STEPHEN BABIC
whose postoffice address is 7321 Estrella Ct.
hereinafter called the grantee: Boca Raton, Florida 33427
(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, remises, releases, conveys and confirms unto the grantee, all that certain land situate in* Martin *County, Florida, viz:*

Commencing at the Northwest corner of Ridgeway Mobile Home Subdivision as recorded in Plat Book 7, Page 26, Public Records of Martin County,Florida, thence run North 42 14'43" West a distance of 3102.67 feet along the East right of way of U.S.#1 to the Point of Beginning, thence continue North 42 14'43" West along said right of way a distance of 249.00 feet, thence run North 47 45'17" East a distance of 700.00 feet, thence run South 42 14' 43" East a distance of 249.00 feet, thence run South 47 45'17" West a distance of 700.00 feet to the Point of Beginning.

Subject to taxes--Subsequent to December 31,1986 and restrictions, reservations, easements and covenants of record.

GRANTOR hereby certifies that said property is not his homestead and that said property is vacant land.

Copy Copy Copy

Return to

STEWART TITLE OF MARTIN COUNTY
409 E. OSCEOLA AVENUE
STUART, FLORIDA 33494
305-283-2270

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, 19*

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:

Kay M. Thomas

Witness

X Irwin S. Gars (L.S.)
IRWIN S.GARS, as Trustee, and individually (L.S.)

STATE OF Florida
COUNTY OF DADE

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
Irwin S. Gars, as Trustee, and individually

to me known to be the person described in and who executed the foregoing instrument and has acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of June A. D. 19 87

Notary Public -- My Commission Expires

Notary Public, State of Florida
My Commission Expires March 18, 1988
Security Bond Associates, Inc.

SPACE BELOW FOR RECORDERS USE

O.R. BOOK 725 PAGE 1687

This Instrument prepared by:
Address STEWART TITLE OF MARTIN COUNTY
409 E. Osceola Ave.
Stuart,FL 33494

Exhibit "A"

87 JUN 30 AM 11:51

CLERK CIRCUIT COURT
BY D.C.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
JUN30'87
PR
100.00

FLORIDA
INTANG TAX
800.00

MARTIN COUNTY

Copy Copy Copy

RAMCO FORM 01

Warranty Deed

To

(CA)

O.R. BOOK 725 PAGE 1688

Exhibit "A"

MARTIN COUNTY
PROPERTY APPRAISER
Jenny Fields, CFA

Basic Info

PIN	AIN	Situs Address	Website Updated
34-38-42-000-140-00140-6	48565	UNASSIGNED	9/1/22

General Information

Property Owners
EMPLOYEES MONEY PURCHASE PENSION PLAN & TRUST OF BOCA CARDIOLOGY ASSOCIATES BABIC & VINCI PA FBO STEPHEN BABIC

Mailing Address
STEPHEN BABIC MD TTEE
7155 QUEENFERRY CIR
BOCA RATON FL 33496

Tax District
DISTRICT THREE MSTU

Parcel ID
34-38-42-000-140-00140-6

Account Number
48565

Property Address
UNASSIGNED

Legal Description
GOMEZ GRANT W OF RIVER BEG E R/W US 1 & ...

Use Code/Property Class
9900 - 9900 Vacant Acreage

Neighborhood
70000 Market Area 7 Acreage

Legal Acres
4.01

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
2022	$ 754,680	$ 0	$ 754,680	$ 465,686	$ 288,994	$ 0	$ 288,994

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.

Current Sale

Sale Date	Grantor (Seller)	Doc Num
6/30/87	SELLER - see file for name	N/A
Sale Price	**Deed Type**	**Book & Page**
$ 200,000	Special Warranty Deed	0725 1687

Exhibit "B"
page 1 of 2

Legal Description

GOMEZ GRANT W OF RIVER BEG E R/W US 1 & N/LN RIDGEWAY S/D NWLY ALG R/W 3102.67' FOR POB CONT NWLY 249' NELY 700' SELY 249' SWLY 700' TO POB

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

Exhibit "B"
page 2 of 2

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

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
STEPHEN BARR	7155 Q VEEN FERRY CIRCLE BOCA RATON 33496

(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

(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

(If more space is needed attach separate sheet)

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

Application Name and/or Project Number	Names & Addresses of Parties involved	Date	Type of Application	Status of Application[1]*

(If more space is needed attach separate sheet)

[1] 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

STEPHEN BABIC

Print name

STATE OF: Florida

COUNTY OF: Palm Beach

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me this 11 day of October 2022, by Stephen Babic, who is personally known to me or have produced _____ as identification.

ANGELA SILVESTRI
MY COMMISSION # HH 082818
EXPIRES: March 20, 2025
Bonded Thru Notary Public Underwriters

(Notary Seal)

Signature

Notary Public, State of Florida

Print Name: Angela Silvestri

My Commission Expires: 3/20/2025

DISCLOSURE OF INTEREST AFFIDAVIT

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

DISCLOSURE OF INTEREST AFFIDAVIT

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.

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

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
EMPLOYEES' MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT OF BOCA RATON	7155 QUEEN FERRY CIRCLE BOCA RATON, FL 33496
CARDIOLOGY ASSOCIATES, BABIC AND VINCI, P.A., FOR THE BENEFIT OF STEPHEN BABIC	

(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
STEPHEN BABIC	7155 QUEEN FERRY CIRCLE BOCA RATON, FL 33496	100.0%
NO OTHER INVESTORS HAVE 5.0% OR MORE INTEREST IN THE TRUST		

(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
LIVE OAK CAPITAL PARTNERS	430 PLASTERS AVE., NE, STE. 200 ATLANTA, GA 30324	BUYER
FLORIDA COMMERCIAL REALTORS TOM AYDELOTTE	309 SE OSCEOLA ST., STE. #104 STUART, FL 34994	LISTING BROKER
NAI SOUTHEAST DOUG LEGLER CASEY COMBS	100 SW ALBANY AVE., STE. 200 STUART, FL 34994	BUYER'S BROKER

(If more space is needed attach separate sheet)

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

Application Name and/or Project Number	Names & Addresses of Parties involved	Date	Type of Application	Status of Application[1]*

(If more space is needed attach separate sheet)

[1] Status defined as: A = Approved P = Pending D = Denied W = Withdrawn

1/27/2025 21:47:13 Babic 5614833181 1/3

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

STEPHEN BABIC

Print name

STATE OF: Florida

COUNTY OF: Palm Beach

The foregoing instrument was ☐ sworn to, ☐ affirmed, or ☒ acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27 day of January, 2025 by _____, who is ☒ personally known to me, or ☐ produced the following type of identification _____.

NOTARY PUBLIC SEAL

Notary Public, State of Florida

Notary Public State of Florida
Adele Forman
My Commission
HH 208993
Exp. 12/8/2025

Adele Forman

(Printed, Typed or Stamped Name of Notary Public)

DISCLOSURE OF INTEREST AFFIDAVIT

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

DISCLOSURE OF INTEREST AFFIDAVIT

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.

Hobe Sound Storage Rezoning

Public Notice

Public Notice Mailer Affidavit

(Do NOT Sign and Notarize Until Mailers Have Been Sent)

State of Florida)

) SS:

County of Martin)

Before me personally appeared Brandon Ulmer, who, being duly sworn,
Print Name

deposes and states the following:

1. That on the 11th day of May, 2023, the public notices for Case Number CPA 23-02 were mailed to all property owners within 1 thousand (1,000) feet of the land contained in the application.

Signature

SWORN TO AND SUBSCRIBED before me this 12th day of May 2023, by Brandon Ulmer, who personally appeared before me and who did not take an oath.
Print Name

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced_____

(NOTARY SEAL)

Notary Public State of Florida
Ashley L Bobier
My Commission
HH 206155
Exp. 12/8/2025

(Ashley Bobier)
Notary Signature

(Ashley Bobier)
Name of Notary Typed, Printed, or Stamped

NOTICE OF PUBLIC HEARINGS

May 11th, 2023

Subject and Location: **Hobe Sound Storage (CPA 23-02) – – f/k/a Vineyard II (V026-002) – Employees Money Purchase Pension Plan & Trust of Boca Cardiology Associates Babic & Vinci PA FBO Stephen Babic -** This is a request for a proposed Future Land Use amendment on a 4.01-acre parcel to change from Medium Density Residential (8 units per acre) to General Commercial. The request is made concurrent with a proposed rezoning of the parcel from RS-6 (Medium Density Residential District) to GC (General Commercial) which is being considered separately. The 4.01-acre parcel of land is located on the east side of S.E. Federal Highway between S.E. Heritage Boulevard and S.E. Constitution Boulevard in Hobe Sound.

Dear Property Owner:

As a landowner within 1000 feet of the property identified in the above description and shown on the enclosed map, please be advised that described property is the subject of applications to make the following changes:

1) Change the Future Land Use designation from Medium Density Residential (allowing 8 units per acre) to General Commercial; and
2) Change the Zoning District from RS-6, (Medium Density Residential) to GC (General Commercial).

Two public hearings are scheduled on this application. 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, June 1, 2023

Time and Date: **BOARD OF COUNTY COMMISSIONERS**
9:00 A.M., or as soon after as the matter may be heard, on
Tuesday, June 20, 2023

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 to participate in these proceedings are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, or the Office of the County Administrator at (772) 288-5400, or in writing to 2401 S.E. Monterey Road, Stuart, FL 34996, no later than three days before the date of the meeting. Persons using a TTY device, please call 711 Florida Relay Services.

When attending a public hearing, a person may speak during the public comment portion of the public hearing.

If any person who decides to appeal a decision made with respect to any matter considered at the meetings or hearings of a board, committee, agency, council, or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made. This record should include the testimony and evidence upon which the appeal is to be based.

For further information, including copies of the original application documents or agenda item materials, please call the Growth Management Department at (772) 288-5495. Prior to the public hearings, written comments should be sent to Daphne Schaub, Senior Planner, at dschaub@martin.fl.us or to 2401 SE Monterey Road, Stuart, FL 34996

Sincerely,

Brandon Ulmer

Attachment: Location Map and legal descripton

LEGAL DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF RIDGEWAY MOBILE HOME SUBDIVISION AS RECORDED IN PLAT BOOK 7, PAGE 26, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, THENCE RUN NORTH 42°14'43" WEST A DISTANCE OF 3102.67 FEET ALONG THE EAST RIGHT OF WAY OF U.S. #1 TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 42°14'43" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 249.00 FEET, THENCE RUN NORTH 47°45'17" EAST A DISTNAVE OF 700.00 FEET, THENCE RUN SOUTH 42°14'43" EAST A DISTANCE OF 249.00 FEET, THENCE RUN SOUTH 47°45'17" WEST A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING.

LOCATION MAP

PROJECT:	HOBE SOUND STORAGE		
LOCATION:	MARTIN COUNTY, FLORIDA		
PROJECT NO:	FJ220006	PAGE NO: 1	OF 1
PREPARED BY:	NJL	DATE:	09/21/2022
CHECKED BY:	BMU	SCALE:	N.T.S.

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
125 W. INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 PHONE: (561) 203-7503

N

D-Signs, LLC
911 S.E. Hillcrest Ave.
Stuart, FL 34994

May 12, 2023

Thomas Engineering Group, LLC
840 SE Osceola St.
Stuart FL 34994

REF: Hobe Sound Storage
CPA #23-02
& Project # H164-002

Attn::

This Letter is to Certify that the above referenced sign(s) were installed per Martin County requirements. On 5/12/23 This sign was posted according to and complies with the standards of the notice provisions of Article 10, Section 10:6 Development Review Procedures.

Sign 1 Zoning Change
Sign 2 Major Final Site Plan

Kurt C. Larsen

Date 5/12/23

State of Florida
County of Martin

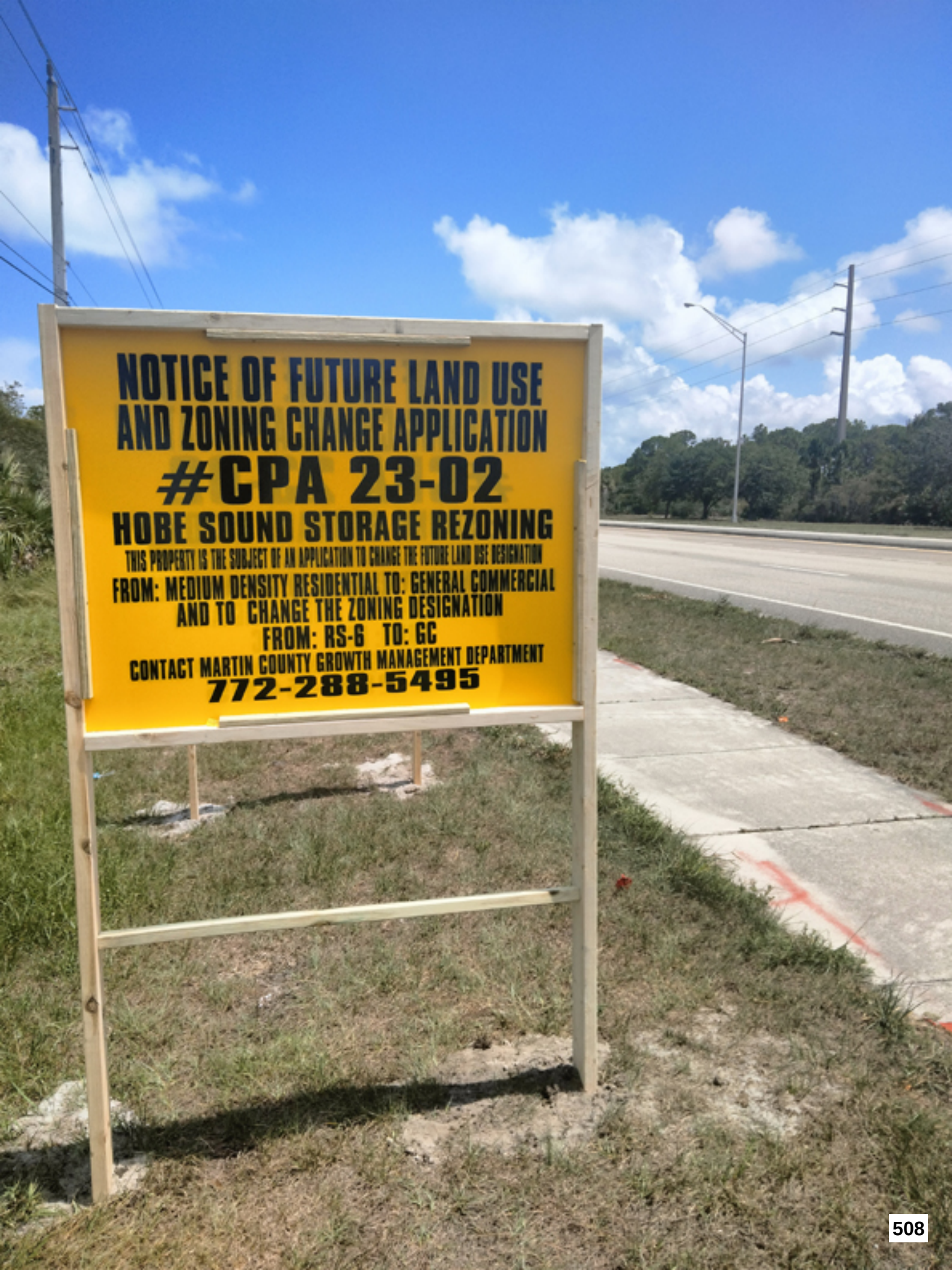
Kurt C. Larsen, who is personally known to me, who did not take an oath, acknowledged the foregoing instrument before me on May 12, 2023.

JUANITA SMITH
Notary Public, State of Florida
Commission No. GG 953580
My Comm. Exp. Feb. 11, 2024

NOTICE
DEVELOPMENT APPLICATION
HOBE SOUND STORAGE
MAJOR FINAL SITE PLAN
ADDITIONAL INFORMATION CAN BE OBTAINED FROM
MARTIN COUNTY GROWTH MANAGEMENT @772-288-5495
PROJECT # H164-002
23-02
RAGE REZONING
TIAL TO: GENERAL COMMERCIAL
ZONING DESIGNATION
TO: GC
8-5495

NOTICE
DEVELOPMENT APPLICATION
HOBE SOUND STORAGE
MAJOR FINAL SITE PLAN
ADDITIONAL INFORMATION CAN BE OBTAINED FROM
MARTIN COUNTY GROWTH MANAGEMENT @772-288-5495
PROJECT # H164-002

NOTICE OF FUTURE LAND USE
AND ZONING CHANGE APPLICATION
#CPA 23-02
HOBE SOUND STORAGE REZONING
THIS PROPERTY IS THE SUBJECT OF AN APPLICATION TO CHANGE THE FUTURE LAND USE DESIGNATION
FROM: MEDIUM DENSITY RESIDENTIAL TO: GENERAL COMMERCIAL
AND TO CHANGE THE ZONING DESIGNATION
FROM: RS-6 TO: GC
CONTACT MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT
772-288-5495


NOTICE OF FUTURE LAND USE
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CONTACT MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT
772-288-5495

Prestige title agency, Inc.

736 Colorado avenue, Suite a, Stuart, Florida 34994 ·phone: (772) 283-5590 fax: (772) 283-5699 email: ptatitle@bellsouth.net

November 4, 2024

Ownership Search

Prepared For: MARTIN COUNTY

We hereby certify that a search has been made of the Martin County Property Appraiser's records regarding a 1,000-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

icrews

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. P24-11969/IC

THE ATTACHED REPORT IS ISSUED TO THOMAS ENGINEERING GROUP. THE ATTACHED REPORT MAY NOT BE RELIED ON BY ANY OTHER PARTY. NO LIABILITY IS ASSUMED BY STEWART 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 1,000-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: icrews

Iris M. Crews

87-5-74gh **663704**

WARRANTY DEED

RAMCO FORM 01

This Warranty Deed Made the 17th day of June A. D. 1987 by IRWIN S. GARS, as Trustee and individually

hereinafter called the grantor, to STEPHEN BABIC, M.D., AS TRUSTEE FOR EMPLOYEES' MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT OF BOCA RATON CARDIOLOGY ASSOCIATES, BABIC AND VINCI, P.A., FOR THE BENEFIT OF STEPHEN BABIC whose postoffice address is 7321 Estrella Ct. Boca Raton, Florida 33427 hereinafter called the grantee:

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

Commencing at the Northwest corner of Ridgeway Mobile Home Subdivision as recorded in Plat Book 7, Page 26, Public Records of Martin County, Florida, thence run North 42 14'43" West a distance of 3102.67 feet along the East right of way of U.S.#1 to the Point of Beginning, thence continue North 42 14'43" West along said right of way a distance of 249.00 feet, thence run North 47 45'17" East a distance of 700.00 feet, thence run South 42 14' 43" East a distance of 249.00 feet, thence run South 47 45'17" West a distance of 700.00 feet to the Point of Beginning.

Subject to taxes--Subsequent to December 31,1986 and restrictions, reservations, easements and covenants of record.

GRANTOR hereby certifies that said property is not his homestead and that said property is vacant land.

Return to: ⇒

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, 19

In Witness Whereof, the said grantor has signed and sealed these presents the day and year aforesaid.

Signed, sealed and delivered in our presence:

IRWIN S. GARS, as Trustee, and individually (L.S.)

STATE OF Florida
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Irwin S. Gars, as Trustee, and Individually

to me known to be the person described in and who executed the foregoing instrument and has acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of June, A. D. 19 87

Notary Public -- My Commission Expires

Notary Public, State of Florida
My Commission Expires March 18, 1988
Security Bond Associates, Inc.

SPACE BELOW FOR RECORDERS USE

O.R. BOOK 725 PAGE 1687

This Instrument prepared by:
Address STEWART TITLE OF MARTIN COUNTY
409 E. Osceola Ave.
Stuart, Fl. 33494

EXHIBIT "A"

RAMCO FORM 01

Warranty Deed

To

IC-A

EXHIBIT "A"

MARTIN COUNTY
PROPERTY APPRAISER
Jenny Fields, CFA

Basic Info

PIN	AIN	Situs Address	Website Updated
34-38-42-000-140-00140-6	48565	UNASSIGNED	11/4/24

General Information

CHANGE MAILING ADDRESS SIGN UP FOR PROPERTY FRAUD ALERT

Property Owners
EMPLOYEES MONEY PURCHASE PENSION PLAN & TRUST OF BOCA CARDIOLOGY ASSOCIATES
BABIC & VINCI PA FBO STEPHEN BABIC

Mailing Address
STEPHEN BABIC MD TTEE
7155 QUEENFERRY CIR
BOCA RATON FL 33496

Tax District
DISTRICT THREE MSTU

Parcel ID
34-38-42-000-140-00140-6

Account Number
48565

Property Address
UNASSIGNED

Legal Description
GOMEZ GRANT W OF RIVER BEG E R/W US 1 & ...

Use Code/Property Class
9900 - 9900 Vacant Acreage

Neighborhood
M5 M5-HOBESOUND

Legal Acres
4.01

Ag Use Size (Acre\Sq Ft)
N/A

EXHIBIT "B"

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2024	$ 762,920	$ 0	$ 762,920	$ 413,238	$ 349,682	$ 0	$ 349,682

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.

Current Sale

Sale Date	Grantor (Seller)	Doc Num
6/30/87	SELLER - see file for name	N/A
Sale Price	**Deed Type**	**Book & Page**
$ 200,000	Special Warranty Deed	0725 1687

Legal Description

GOMEZ GRANT W OF RIVER BEG E R/W US 1 & N/LN RIDGEWAY S/D NWLY ALG R/W 3102.67' FOR POB CONT NWLY 249' NELY 700' SELY 249' SWLY 700' TO POB

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

EXHIBIT "B"

December 18th, 2024

RE Notice of Public Hearings on Comprehensive Plan Amendment (CPA) 23-02, Hobe Sound Storage: An application was submitted by Thomas Engineering Group LLC, on behalf of Employees Money Purchase Pension Plan & Trust of Boca Cardiology Associates Babic and Vinci PA FBO Stephen Babic, to change the Future Land Use Designation and the Zoning District Classification for a ±4.01-acre undeveloped property located east of SE Federal Highway approximately 0.28 miles south of SE Heritage Boulevard and south of the Bethel Lutheran Church in Hobe Sound ("Property"). Included in this application is a request for a Certificate of Public Facilities Reservation.

Dear Property Owner:

As a landowner within 1,000 feet of the Property identified above and shown on the attached map, please be advised that consideration of proposed amendments to (1) the Future Land Use Map and (2) the County Zoning Atlas will occur at two public hearings.

1. Legislative public hearing to change the Future Land Use Designation:

   FROM: Medium Density Residential TO: General Commercial

2. Quasi-judicial public hearing to change the Zoning District Classification:

   FROM: RS-6 (Medium Density Residential) TO: GC (General Commercial)

The date, time, and location of both public hearings listed above are as follows:

Governing Body:	**BOARD OF COUNTY COMMISSIONERS**
Time and Date:	9:00 A.M., or as soon after as the matter may be heard, on Tuesday, February 11, 2025
Place:	Martin County Administrative Center 2401 S.E. Monterey Road Stuart, Florida 34996

Accessibility arrangements: Persons with disabilities who need an accommodation to participate in these proceedings are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, or the Office of the County Administrator at (772) 288-5400, or in writing to 2401 S.E. Monterey Road, Stuart, FL 34996, no later than three days before the date of the meeting. Persons using a TTY device, please call 711 Florida Relay Services.

Public Involvement opportunities. All interested persons are invited to attend the above-described hearings and will have an opportunity to speak during the public comment portion of the public hearing. Written comments will be included as part of the public record of the application.

Record for appeals: If any person who decides to appeal a decision made with respect to any matter considered at the meetings or hearings of a board, committee, agency, council, or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made. This record should include the testimony and evidence upon which the appeal is to be based.

Comprehensive Future Land Use Designation Facts: The Future Land Use Map is an exhibit of the Martin County Comprehensive Growth Management Plan which is one of the primary tools for managing land development. The Future Land Use designation of a parcel of land determines the general type of use allowed, as well as the maximum level of density or intensity allowed (such as the number of residential units per acre). The zoning regulations provide one or more zoning districts for implementing each Future Land Use designation. The zoning designation determines, in more detail than the Future Land Use designation, what type and level of development may occur. A change to the Future Land Use Map requires the following legislative public hearings:

1. Local Planning Agency, which makes recommendations to the Board of County Commissioners (done on June 1, 2023).
2. Board of County Commissioners, to determine whether the proposed amendment should be adopted.

Ability to intervene in the quasi-judicial public hearing to change the zoning district classification: A person may participate as an Intervenor in the quasi-judicial hearing on the rezoning. An Intervenor can ask questions of the staff and applicant and can provide testimony. To be an Intervenor, a person must qualify to receive mailed notice of the application in accordance with Article 10, Section 10.6.E, Land Development Regulations, Martin County Code. In addition, an Intervenor must file a form of intent with the County Administrator at least seven (7) business days prior to the Local Planning Agency (LPA) or Board of County Commissioners (BOCC) meeting. No fee will be assessed. If the Intervenor is representing a group/association, he/she must file a letter on official letterhead, signed by an authorized representative of the group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us. Any documentation, including any digital media, intended to be proffered as evidence must be submitted to the Growth Management Department at least seven (7) business days prior to the LPA or BCC meetings.

Submit Written Comments to:	Growth Management Director Growth Management Department Martin County 2401 S.E. Monterey Road Stuart, Florida 34996

For further information, including copies of the original application documents or agenda item materials, please call the Growth Management Department at (772) 288-5495. Prior to the public hearings, written comments should be sent to Amy Offenbach, Planner, at aoffenbach@martin.fl.us or to 2401 SE Monterey Road, Stuart, FL 34996.

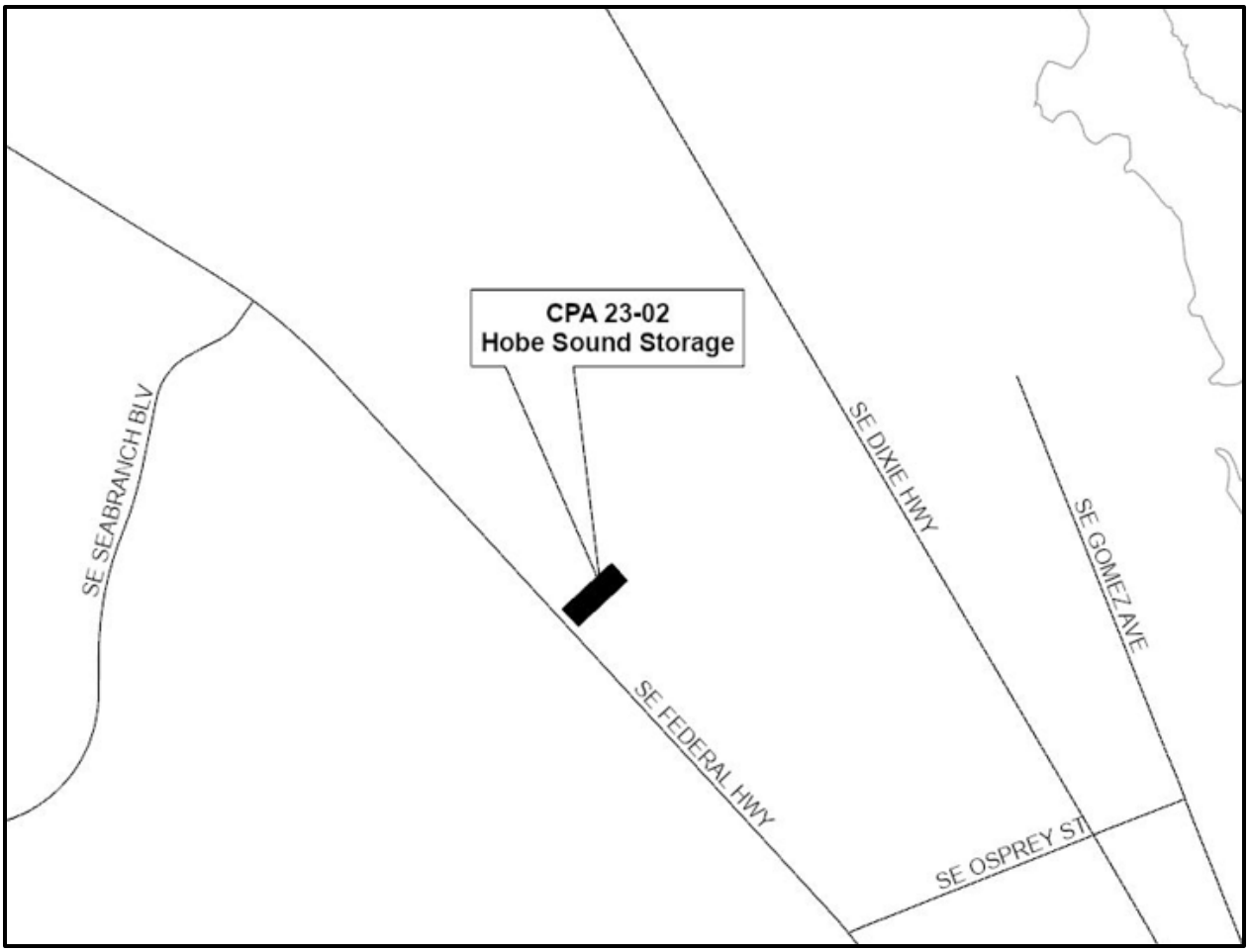
Sincerely,

Employees Money Purchase Pension Plan & Trust of Boca Cardiology Associates Babic and Vinci PA FBO Stephen Babic

Attachment: Location Map

Location Map

Parcel ID: 34-38-42-000-140-00140-6
Legal Description: GOMEZ GRANT W OF RIVER BEG E R/W US 1 & N/LN RIDGEWAY S/D NWLY ALG R/W 3102.67' FOR POB CONT NWLY 249' NELY 700' SELY 249' SWLY 700' TO POB



THOMAS
ENGINEERING GROUP

840 SE Osceola Street
Stuart, FL 34994

518

ORR BRADFORD S ORR LISA W
43 HAWKS RIDGE DR
SHELTON CT 06484

Public Notice Mailer Affidavit

(Do NOT Sign and Notarize Until Mailers Have Been Sent)

State of Florida)

) SS:

County of Martin)

Before me personally appeared Brandon Ulmer, who, being duly sworn,
Print Name

deposes and states the following:

1. That on the 19th day of December, 20 24, the public notices for Case Number CPA-23-02 were mailed to all property owners within 1 thousand (1,000) feet of the land contained in the application.

Signature

SWORN TO AND SUBSCRIBED before me this 30th day of December 2024, by Brandon Ulmer, who personally appeared before me and who did not take an oath.
Print Name

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

(NOTARY SEAL)

Notary Public State of Florida
Ashley L Bobier
My Commission
HH 206155
Exp. 12/8/2025

(Ashley L. Bobier)
Notary Signature

(Ashley L. Bobier)
Name of Notary Typed, Printed, or Stamped

Hobe Sound Storage Rezoning

Public Comment

MAY - 8 2023

May 8, 2023

Honorable Sarah Heard
County Commissioner
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Dear Commissioner Heard,

Please forgive the handwritten note; my computer is not working.

I am writing about the property next door to the Lutheran Church on U.S. 1 just north of Heritage Ridge. The owner is for the third time requesting the property be changed from residential to commercial. Attached is the information they sent to Lexington Wood residents. The Local Planning Agency meeting date is January 5, 2017. This is from the last effort when the County Commissioners voted unanimously to keep the property residential for months.

Why would they try again. They have been told several times it is residential property. Any developer could easily sell homes built on this property. It is a prime residential location.

I would like to meet with you to discuss this if you have time one day.

In the meantime if the Planning Agency is going to meet on this, the date needs to be moved to a later date since we have not been notified.

Sincerely
Shaorn Norris

Ms. Shaorn I. Norris
7933 SE Lexington Ave
Hobe Sound, FL 33455-5827

772-546-4811 home
561-632-9073 cell

From: Daphne Schaub
To: "Stephen Hampe"
Subject: RE: 2023-5-9 Zoning comment
Date: Tuesday, May 9, 2023 12:58:00 PM

Thank you for your comments. I have included this communication into the public comments record for this application.

Daphne C. Schaub
Senior Planner
Growth Management Department
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996
dschaub@martin.fl.us
772-288-5930

From: Stephen Hampe <slhampe@hampeco.com>
Sent: Tuesday, May 9, 2023 12:54 PM
To: Daphne Schaub <dschaub@martin.fl.us>
Subject: 2023-5-9 Zoning comment

Ms. Daphne Schaub
Dschaub@martin.fl.us
County Administrator Martin County

As a resident family living on property adjacent and directly east of the approximate 4.0 acre undeveloped site located on the east side of S.E. Federal Hwy, approximately half a mile north from S.E. Constitution Blvd in Hobe Sound, which is being reviewed for rezoning, my hope is that the requested change will be refused. We have lived in Lexington Wood for over a decade and enjoyed its quiet residential atmosphere. As a result of the new retention pond project which is adjacent and south of this piece of property it would be out of character for all the property between SE Heritage Blvd. and Constitution Blvd if it is allowed to become zoned General Commercial. We believe 0ur residential property neighborhood appearance and attendant property values would definitely be negatively impacted by any commercial development of this parcel of land. We strongly request that no zoning change be approved.
Thank you for your consideration of our request.

Kindest regards,
Stephen L. Hampe
Vicki Pontello
7944 SE Lexington Ave.
Hobe Sound, FL. 33455
314 550 0314

RECEIVED
MAY 18 2023
GROWTH MANAGEMENT
DEPARTMENT

Date: May 15, 2023

Memo to: Lexington Wood Residents

From: Frank Boyer and Sharon Norris

Subject: Flood Control Canal and Lot Between Bethal Lutheran Church and Martin County Water Control Project on U.S.1
-----Hobe Sound Storage (CPA 23-02)-----

In 1955 the State of Florida recognized the area north of Osprey was at a lower elevation and in need of flood control. Lateral Ditch 1 (what we refer to as the"canal") was established. An 80ft right of way for the "canal" was designated as property owned by the State of Florida. The actual construction date is not known but it was estimated to be around 1970.

When Heritage Ridge North and the Heritage Ridge Golf course were built, a series of lakes were constructed and a device was constructed at 3 locations to carry excess water from the lakes to the canal. There is one of these structures between the lake by the Heritage Ridge North Pool and the canal.

The canal originates on the west side of U.S. 1 in Poinciana Gardens, goes east under U.S.1, turns north and proceeds past Cambridge, and then adjacent and thru Heritage Ridge North and the Heritage Golf Course (a separate entity). The canal then continues north thru Mariner Sands and ultimately flows into Manatee Pocket in Port Salerno.

Martin County has been replacing all of the metal drain pipes under their roads with concrete pipes. The pipe where the canal flows under Lexington Avenue could not be replaced as there is no alternate access available for residents to go over the canal. Martin County had the original metal pipe lined with concrete.

The Lot between Bethal Lutheran Church and pre-school and the Martin County Water Project was originally zoned A-1 – small farms district. The doctor who is responsible for the ownership of the property has been trying to build on it for years. His first effort in 2006 was to build townhouses from U.S. 1 to the canal right of way. A group of Lexington Wood residents, with the approval and endorsement of the President of HRNPOA (Dick Phelps), put together a package to oppose the development. The back

portion of the lot is wetlands and cannot be built upon, plus there were other problems with the proposal. The Lexington Wood group appeared before the Board of County Commissioners, and with the help of many professionals who volunteered their time and expertise, we presented our case.

The Board of County Commissioners unanimously voted to assign the zoning RS-6 (six single family residences) to the portion of the property that could be developed. Since that time, the owner of the lot has tried unsuccessfully to change the zoning to commercial in order to build a warehouse(s). The applications have been denied.

He is now making an effort again and a meeting of the County Planning Board is scheduled for June 1, 2023 to consider the requested change. It is important that no runoff of water from this property flow into the canal. The canal has flooded in the past when we have had heavy tropical storms. It flooded to the point where the roads in Lexington Wood and Lexington Avenue were flooded. The Board of County Commissioners is scheduled to hear the requested zoning change on Tuesday, June 20, 2023.

We are asking all Lexington Wood residents to email the County Administrator to voice our concerns. Her name and email are: Ms. Daphne Schwab, County Administrator, at Dschaub@martin.fl.us.

If you cannot email, just drop a note off at my home, Sharon Norris, 7933 S.E. Lexington Avenue and we will deliver it to the County Administrator.

May 18, 2023

RECEIVED
MAY 18 2023
GROWTH MANAGEMENT
DEPARTMENT

The Honorable Harold Jenkins
Board of Commissioners
Martin County
2401 S.E. Monterey Road
Stuart, FL 34996

Subject: Hobe Sound Storage (CPA 23-01)

Dear Commissioner Jenkins:

The Lexington Wood section of Heritage Ridge North POA ((HRNPOA) is located directly across the State Flood Canal behind the proposed zoning change for the Hobe Sound Storage project.

In 2006 the same owner of this parcel proposed changing the existing zoning to build townhouses from U.S. 1 to the rear of the property. A group of residents of Lexington Wood approached the President of HRNPOA and asked for permission from the HOA to oppose this project. We knew there was a large portion of wetlands at the rear of the property. The President of the HOA, Mr. Richard Phelps, gave us his full support and we kept him posted of our efforts. The attached memorandum covers the history of the canal from its construction sometime in around 1970 to the current date.

Sharon Norris appeared before the County Commissioners as the Advocate for the residents of Lexington Wood. We had input from various professionals who volunteered their time to identify the wetlands and other items that would make the townhouse development unsuitable. The County Commission at that hearing unanimously voted to zone the property for six single family homes per acre on the approximately two acres available for construction considering the wetlands and setbacks required.

Since that time on numerous occasions the owners of the property have continued to request that the property zoning be changed so they can construct a warehouse(s) on the property. To the north of the property is the Bethal Lutheran Church and preschool. To the south is the Martin County water conservation project which is under construction. A warehouse between these two properties and across from the single family homes in Lexington Wood is not suitable for the property.

We urge you to oppose this proposed zoning change. We are available to meet with you at your convenience to discuss this proposal.

Sincerely,

Frank Boyer
Frank Boyer
7924 S.E. Lexington Avenue

Sharon Norris
Sharon Norris
7933 S.E. Lexington Avenue

From: STEPHEN MCBROOM
To: Daphne Schaub
Subject: Lexington Woods
Date: Friday, May 19, 2023 10:55:09 AM

Hi Ms.Schaub
Just a note hoping that the County Board does not make a zoning change in order to have storage warehouses on US 1. I'm not sure that we could handle the water runoff in the canal behind my house. Don't need anymore flooding.
Thanks.
Steve McBroom
8004 SE Lexington Ave.

Sent from AT&T Yahoo Mail for iPhone

Daphne Schaub

From: +17163086370@tmomail.net
Sent: Saturday, May 20, 2023 1:16 PM
To: Daphne Schaub
Attachments: text_0.txt

Being a homeowner there since 1990, it is with great hesitation I would want to promote commercializing the land adjacent to our lovely Heritage Ridge! Isn't it enough that we have a fire station on one side and a Dollar General on the other! Hobe Sound is no longer the "best kept secret"! We still have a hint of the charm & character of "old world Florida" as we keep decreasing our residential status!The flood control is necessary, however, this petition for commercial downgrading is not!

I cannot be at the meeting, but I want to express my concerns.

Thank you for your consideration.

Brenda McMaster

7846 SE Trenton Ave.,

Hobe Sound, Fl. 33455

May 20, 2023

Being a homeowner there since 1990, it is with great hesitation I would want to promote commercializing the land adjacent to our lovely Heritage Ridge! Isn't it enough that we have a fire station on one side and a Dollar General on the other! Hobe Sound is no longer the "best kept secret"! We still have a hint of the charm & character of "Old World Florida" as we keep decreasing our residential status!

That being said, the new county flood control is necessary, however, this petition for commercial downgrading of the adjacent lot is not! The gentleman knew when he purchased that lot that there is important wetlands in the back of that property. His constant attempts at changing this for personal gain should not be considered.

I cannot be at the meeting, but I want to express my concerns.

Thank you for your consideration.

Brenda McMaster
7846 SE Trenton Ave.
Hobe Sound, Fl. 33455

From: Luiz Francico
To: dschaub@martin.fl; Daphne Schaub; Dschwab@martin.fl.us
Date: Tuesday, May 23, 2023 2:38:00 PM

Dear Ms Schwab,
This letter is a statement and request for action in the good faith of residents in the Heritage Ridge North golf community where I reside. Our community is facing a proposed storage project that will deteriorate our community's tranquility and integrity if approved. This project along with the proposed change of zoning is a slap in our faces and a true demonstration of money power by these developers. We understand the need for the county to acquire more revenue, but it can not happen with unlimited actions by the county allowing such a project/zone change.
Many of us are coming to you and in other ways to request your correct sensible action to stop this project from happening. When I bought my home, I understood it was located in a residential area with no commercial buildings like this proposed storage facility will be near. I strongly request this change of zoning and permission for this commercial project be denied for the well of all of us residents of the area.
We greatly appreciate your diligence on this matter as you were elected to help taxpayers like myself to administer our county without depreciating our residential zonings.

--
Luiz S. Francisco
(631)603-7643

From: Kristina Gregg
To: Don Donaldson; Harold Jenkins; Kimberlee Levee
Subject: Hobe Sound Storage - CPA 23-02
Date: Wednesday, May 24, 2023 10:31:27 AM

Good morning, Martin County Officials –

As County Administrator, I am writing to you today as a homeowner at 7815 SE Trenton Avenue, Hobe Sound, FL 33455located in the Heritage Ridge North Community – most specifically, the Lexington Wood neighborhood.

I would like to express my concern and hope for the denial of the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

There is a Lateral Ditch 1 (referred to as the "Canal") which is located through our Heritage Ridge North Community, Heritage Ridge Golf Course, and most important to me – the Lexington Wood neighborhood. This canal has flooded in the past when hurricanes and heavy tropical storms have occurred. The canal has flooded to the point where the roads in our Lexington Wood neighborhood have flooded, became impassable to vehicles, and potential damage to our home structures.

As a homeowner, and proud citizen of Hobe Sound, I ask that you deny the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

Thank you for your support and attention to this matter.

Kristina Gregg
7815 SE Trenton Avenue
Hobe Sound, FL 33455
401-965-7474

From: Kristina Gregg
To: Daphne Schaub
Subject: Hobe Sound Storage - CPA 23-02
Date: Wednesday, May 24, 2023 5:22:32 PM

Good afternoon, Ms. Schaub –

As Senior Planner, I am writing to you today as a homeowner at 7815 SE Trenton Avenue, Hobe Sound, FL, 33455 located in the Heritage Ridge North Community – most specifically, the Lexington Wood neighborhood.

I would like to express my concern and hope for the denial of the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

There is a Lateral Ditch 1 (referred to as the "Canal") which is located through our Heritage Ridge North Community, Heritage Ridge Golf Course, and most important to me – the Lexington Wood neighborhood. This canal has flooded in the past when hurricanes and heavy tropical storms have occurred. The canal has flooded to the point where the roads in our Lexington Wood neighborhood have flooded, became impassable to vehicles, and potential damage to our home structures.

As a homeowner, and proud citizen of Hobe Sound, I ask that you deny the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

Thank you for your support and attention to this matter.

Kristina Gregg
7815 SE Trenton Avenue
Hobe Sound, FL 33455
401-965-7474

From: ccrunner88
To: Daphne Schaub
Subject: Hobe Sound Storage - CPA 23-02
Date: Thursday, May 25, 2023 11:12:32 AM

Good morning, Ms. Schaub –

I am writing to you today as a homeowner at 7815 SE Trenton Avenue, Hobe Sound, FL, 33455 located in the Heritage Ridge North Community – most specifically, the Lexington Wood neighborhood.

I would like to express my concern and hope for the denial of the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

There is a Lateral Ditch 1 (referred to as the "Canal") which is located through our Heritage Ridge North Community, Heritage Ridge Golf Course, and most important to me – the Lexington Wood neighborhood. This canal has flooded in the past when hurricanes and heavy rain events have occurred. The canal has flooded to the point where the roads in our Lexington Wood neighborhood have flooded, became impassable to vehicles, and potential damage to our home structures. Building a storage unit on wetlands will exacerbate our flooding issues even more. Many of us believe this storage unit will not provide an economic benefit as there are already multiple storage units in our local area.

As a homeowner, and citizen of Hobe Sound, I ask that you **deny** the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

Thank you for your support and attention to this matter.

Ian Gregg
772-285-7120

May 25, 2023

County Administrator,

Mrs. Carlin is a very elderly lady who lives in Lexington Wood. Her house is positioned with the canal running behind her house and on the side of her house before it travels under Lexington Avenue. She asked that I deliver her note to the County Administrator to record her opposition to the Hobe Sound Storage (CPA 23-02) request to rezone the property on U.S.1.

Sharon Morris
7933 SE Lexington Ave
Hobe Sound, FL 33455
772-546-4811

ENTERED
MAY 26 2023

notes

I am opposed to any changes in current zoning laws.

Sandy Carlin
7824 S.E. Lexington

ENTERED
MAY 26 2023

Find comfort, courage and hope by joining us in prayer at stjo.org/prayer.

SJ0223NP

May 28, 2023

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Hobe Sound since 1979, and here in Heritage Ridge since 2012, I do not agree with commercializing the land adjacent to Heritage Ridge. We cannot keep decreasing our residential status!

The new county flood control is necessary, however, this petition to change the zoning of the adjacent lot is not! The gentleman knew when he purchased that lot that there are important wetlands in the back of that property. His constant attempts at changing this for personal gain should not be considered.

It is scary to think what could be built next to our local long standing well-loved preschool.

In addition, I have great concerns about keeping an area where wildlife can still strive and live in harmony with us rather than over development.

I cannot be at the meeting due to mobility issues, but I want to voice my opinion and express my concerns.

Thank you,

Linda E. Doyle

Linda E. Doyle

6225 Georgetown Place
Hobe Sound, FL 33455
(772) 403-3511

May 29, 2023

emailed

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Hobe Sound since 2007, I do not agree with commercializing the land adjacent to Heritage Ridge. While my property does not back up to this lot, it is important to everyone that we not keep decreasing our residential status!

The new county flood control is necessary, however, this petition to change the zoning of the adjacent lot is not! The gentleman knew when he purchased that lot that there are important wetlands in the back of that property. His constant attempts at changing this for personal gain should not be considered.

It is frightening to think what could be built next to our local long standing well-loved preschool.

In addition, I have great concerns about keeping an area where wildlife can still strive and live in harmony with us rather than over development.

I cannot be at the meeting, but I want to voice my opinion and express my concerns.

Thank you,

Anne Wargo

6194 Georgetown Place
Hobe Sound, FL 33455
845-674-0002

May 29, 2023

emailed

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Hobe Sound since 2004, I do not agree with commercializing the land adjacent to Heritage Ridge. We cannot keep decreasing our residential status!

The new county flood control is necessary, however, this petition to change the zoning of the adjacent lot is not! The gentleman knew when he purchased that lot that there are important wetlands in the back of that property. His constant attempts at changing this for personal gain should not be considered.

It is scary to think what could be built next to our local long standing well-loved preschool.

In addition, I have great concerns about keeping an area where wildlife can still strive and live in harmony with us rather than over development.

I cannot be at the meeting since I am away at the moment, but I want to voice my opinion and express my concerns.

Thank you,

Eileen Smyth

6204 SE Georgetown Place
Hobe Sound, FL 33455
845-721-4264

ronaldorr3@bellsouth.net
(772) 204-3323

Ronald Orr, III

8005 SE Trenton Avenue
Hobe Sound, FL 33455

May 30, 2023

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

I have lived here since I was 6, around 20 years.

Hobe Sound and Martin County are beautiful areas, and lately they have been expanding fast. They have been expanding fast enough that I don't agree with the turning of residential land into even more commercial land.

The recent water control project removed a lot of trees. Because of that open area, any commercial development in this location would be visible from many homes. I don't think it is right to have the homes look out their window and see a storage unit where there used to be nature.

That and many reasons like it, are why the area has been zoned for residential for decades and why I strongly believe it should stay that way.

Sincerely,

Ronald Orr

treasure3@bellsouth.net
(772) 708-3312

Ursula M. Orr

8005 SE Trenton Avenue
Hobe Sound, FL 33455

May 30, 2023

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Heritage Ridge for 21 years, I do not agree with commercializing the land adjacent to Heritage Ridge. We live in Lexington, where this will have a direct impact on us and our environment, but it is important to everyone that we protect our residential status!

The new county flood control is necessary. However, this petition to change the zoning of the adjacent lot is not! The doctor/Vineyard II Trust knew when he purchased that lot that there are important wetlands in the back of that property, and it was zoned residential. His constant attempts at changing this for personal gain should not be considered.

It is frightening to think what could be built next to our local long standing well-loved preschool. There are other commercial spaces available.

In addition, I have great concerns about keeping this area where wildlife can still strive and live in harmony with us rather than over development.

I will be at the meeting on June 1st and will be bringing letters from other Hobe Sound/Martin County homeowners, not just from Heritage Ridge. They want to voice their opposition and express their concerns.

We all love Martin County and unfortunately feel we need to fight to keep it. Please hear us.

Sincerely,

Ursula Orr

treasure3@bellsouth.net
(772) 708-3312

Ursula M. Orr

8005 SE Trenton Avenue
Hobe Sound, FL 33455

May 31, 2023

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Heritage Ridge for 21 years, I do not agree with commercializing the land adjacent to Heritage Ridge. We live in Lexington, where this will have a direct impact on us and our environment. It is important to everyone that we not keep decreasing our residential status!

The new county flood control is necessary. However, this petition to change the zoning of the adjacent lot is not! The doctor/Vineyard II Trust knew when he purchased that lot that there are important wetlands in the back of that property, and it was zoned residential. His constant attempts at changing this for personal gain should not be considered.

It is frightening to think what could be built next to our local long-standing well-loved preschool. There are other available commercial spaces available.

In addition, I have great concerns about keeping an area where wildlife can still thrive and live in harmony with us rather than over-development.

I will be at the meeting on June 1st and will be bringing letters from other Hobe Sound/Martin County homeowners, not just from Heritage Ridge. They want to voice their opposition and express their concerns.

We all love Martin County and unfortunately feel we need to fight to keep it. Please hear us.

Sincerely,

Ursula Orr

Ursula Orr

May 31, 2023

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Martin County for many years, I do not agree with commercializing the land adjacent to Heritage Ridge. It is important to everyone that we not keep decreasing our residential status!

The new county flood control is necessary. However, this petition to change the zoning of the adjacent lot is not! The doctor/Vineyard II Trust knew when he purchased that lot that there are important wetlands in the back of that property, and it was zoned residential. His constant attempts at changing this for personal gain should not be considered.

It is frightening to think what could be built next to our local long-standing well-loved preschool. There are other available commercial spaces available.

In addition, I have great concerns about keeping an area where wildlife can still thrive and live in harmony with us rather than over-development.

I will not be at the meeting on June 1st but want to voice my opposition and express my concerns.

We all love Martin County. Please hear us.

Sincerely,

Name: Judith M Harrigan
Address: 770 NW 12 Ct
Stuart, Fl 34994

nick.macleod@me.com
(772) 781-0556

Nicholas MacLeod

7894 SE Mammoth Road
Hobe Sound, FL 33455

May 31, 2023

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Hobe Sound, living in the Arbors off Seabranch Road, since 2009, I do not agree with commercializing the land adjacent to Heritage Ridge. It is important to everyone that we do not keep decreasing our residential status!

The new county flood control is necessary, however, this petition to change the zoning of the adjacent lot is not! The doctor/Vineyard II Trust knew when he purchased that lot that there are important wetlands in the back of that property. His constant attempts at changing this for personal gain should not be considered.

It is frightening to think what could be built next to our local long standing well-loved preschool. There are other available commercial spaces available.

In addition, I have great concerns about keeping an area where wildlife can still thrive and live in harmony with us rather than over development.

I cannot be at the meeting, but I want to voice my opinion and express my concerns.

Thank you,

Nick MacLeod

Nicholas MacLeod

Sharon I. Norris
7933 S.E. Lexington Avenue
Hobe Sound, FL 33455

June 1, 2023

Planning Board
Martin County
2401 S.E. Monterey Road
Stuart, FL 34996

Subject: Hobe Sound Storage (CPA 23-02)

Members of the Planning Board:

In 2006 Dr. Babic wanted to sell the subject property for a large multi-family townhouse development. A group of Lexington Wood residents (Lexington Wood is directly across the flood control canal from the subject property), with the support of the Heritage Ridge Property Owners Assoc., formed a Committee to object to the multi-family zoning. It had already been documented that a large portion of the property on the east side near the canal is wetlands. During the County's investigation of the site at that time it was determined that with the wetlands and scrub habitat were at least 1.59 acres. At that time staff recommended no more than a RM-6 zoning.

We appeared before the Board of County Commissioners on April 25, 2006. I served as Advocate for our group and we made a thorough presentation to the Commissioners on the unsuitability of the site for multi-family development. Following our presentation and the presentation of the attorney representing the developer, the Commission voted unanimously to give the site a RS-6 single family designation.

The canal at the rear of the site cannot take any additional run-off. In the years since the 2006 Commission decision the homes in Lexington Wood that border the canal have had water from the overflow of the canal during storms come up to the rear of their homes. When the canal was built in 1970 there was little development on U.S. 1 north of Osprey. Now we have a large grocery store, a sport utility dealership, and a convenience store. We also have more residential development on the west side of U.S. 1. The canal system is well designed but it was not designed to support the increased water flow. When Heritage Ridge North homes and the privately owned Heritage Ridge Golf Course

were built, a complicated draining system was built that consists of several large lakes where all the runoff from the community flowed into the lakes. The lakes are all connected and at three locations the overflow from the lakes flows in the canal from "Weirs". There is one weir that is located in the Lexington Wood complex. The overflow from that weir flows into the canal that is at the rear of many Lexington Wood homes and under the road that is the only entrance/exit for the majority of the Lexington Wood homes. When the County started their project to replace the metal drainage pipes under County roads they could not replace this pipe because it is the only access to the Lexington homes. The County lined the pipe with concrete to preserve it. When the canal behind the homes on Lexington Avenue has overflowed into their yards it is due to the fact that the canal cannot flow at a rapid rate thru the pipe under Lexington. The whole area around the lake located at the weir has flooded in the past during severe tropical storms. The State is at some time in the future going to re-route the canal to flow directly from south of Lexington Wood to a point north of Lexington Wood. Unfortunately that project is delayed to an uncertain date. Even when the project is completed, Lexington Wood will always be subject to excess water because the weir located near Lexington Avenue will still be getting the runoff from several communities in the event of a storm.

We urge you to keep the RS-6 designation for the site. Dr. Babic's trust would make a considerable profit if he developed the homes as zoned. There is a considerable demand for single family homes in Martin County and one located adjacent to a lovely conservation lake would be very desirable.

We urge the Planning Committee to vote to retain the current zoning which is the appropriate zoning for the property, not a large storage facility with heavy lighting that would mean all of the available property would be covered by concrete.

Thank you for your consideration.

Respectfully,

S. Norris

Sharon I. Norris

Sharon I. Norris
7933 S.E. Lexington Avenue
Hobe Sound, FL. 33455
772-546-4811

RECEIVED
JUN 05 2023
GROWTH MANAGEMENT
DEPARTMENT

June 5, 2023

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

Re: Hobe Sound Storage (CPA 23-01)

Dear Mr. Schilling:

On June 1, 2023, the subject application to change the zoning on a property located on U.S. 1 directly across the canal from Lexington Wood was heard by the Local Planning Agency. I dropped off my letter in opposition to the zoning change before the meeting. At the time of the meeting, a Lexington resident turned in approximately six letters in opposition to the change from Lexington residents.

When a Lexington resident contacted Martin County, she was told that residents should send an email to Dschaub@martin.fl.us. We provided this address to our Lexington Wood residents. Several residents said they emailed Ms. Schaub and received a confirmation that their email had been received. I attended the Planning Agency meeting on June 1 and spoke during the section of the meeting where speakers had three minutes to voice their opinion.

There were four residents of Lexington Wood in attendance. It was raining in Hobe Sound and was not a suitable evening to be out. I checked the County web site several times to make sure the meeting was not canceled. None of the emails from the Lexington Wood residents were included in comments received from residents. Only the letter I delivered to the County office building and the approximately six turned in at the meeting were acknowledged. This would give the impression that the residents of Lexington Wood were not concerned about the proposed zoning change.

We feel the Planning Agency did not receive an adequate response from Lexington Wood residents as to their opinion relative to the proposed rezoning. Would you explain why the emails were not included in the responses from residents relative to the zoning change. Will these emails be presented to the Commissioners when they consider this issue?

Respectfully,

S. Norris

Sharon I. Norris

From: STEPHEN MCBROOM
To: Harold Jenkins
Subject: Storage Facility
Date: Thursday, June 8, 2023 9:18:59 AM

This Email Sent From External Sender

Dear Mr.Jenkins
As a resident of Lexington Wood in Heritage Ridge, I am very concerned about the needless storage facility proposed by the property owner. I think almost everyone would prefer to see a few single family homes on that lot. It would not only be more fitting to the neighborhood, but would save problems with water runoff in the future.
As a 35 year employee of Lainhart & Potter in Jupiter and 11 years at JM Lumber in Hobe Sound, I certainly admire your history with Jenkins Landscape and the continuing business that it is.
Hope the board considers the concerns that we have.
Thank you.
Steve McBroom

Sent from my iPhone

From: Kathryn Cannistraci
To: Comish
Subject: Board of County Commissioners Meeting 6/20/23 -- Property South of Bethel Lutheran Preschool
Date: Tuesday, June 13, 2023 10:37:54 AM

Hello,

This letter is for the Board of County Commissioners Meeting taking place on Tuesday, June 20, 2023 and is in regard to the property just south of Bethel Lutheran Preschool on US-1. My name is Kathryn Cannistraci and I am resident of Stuart, Florida and my son attends Bethel Lutheran Preschool and has attended since he was a year old.

My submission is to show that I am against the re-zoning of this property from residential to commercial. I believe that the property owners proposal for another storage facility (2-story facility) should be denied and the property should stay zoned as residential.

I am all for improving and growing our wonderful town, but this particular property would increase the safety risks and traffic concerns if it were to be changed to commercial. I would be extremely concerned about the safety of my child and the other children that attend Bethel if a commercial building or storage facility were to be built on this property. I believe this property is better suited for a nice neighborhood, that would increase the value and looks of that stretch of US-1. A storage facility creates additional traffic, an influx of non-residents in close proximity to a school, and is an extreme eye sore.

I hope the Board truly takes into account that the residents of Hobe Sound and Stuart do not want this change, and we would be very appreciative if the Board would deny the proposal for re-zoning indefinitely. Thank you for your time.

Best,
Kathryn Cannistraci
Martin County Resident and Mother

From: Bethel Lutheran Preschool
To: Comish
Subject: My request for you to VOTE no on the Zoning Change SE Federal Highway, Hobe Sound
Date: Tuesday, June 13, 2023 11:20:54 AM

Good morning ,

First I would like to introduce myself to you all. My name is Elizabeth Brown, a resident and registered voter in Hobe Sound since 2000. I am a parent, homeowner, active member of the community and also work full time here. I am the Director at Bethel Lutheran Preschool which in on site of Bethel Lutheran Church at 7905 SE Federal Highway, Hobe Sound.

I wanted to reach out to all of you in regards to an issue on the docket for the upcoming Board of County Commissioners Meeting on Tuesday, June 20, 2023. The owners of the property just to the south of our Church and Preschool will be going in front of you all to ask that their property zoning be changed to Commercial so that they can build a large 2 story Storage facility. The property is currently zoned residential.

While I am all for progress and improving our area, as the preschool director, I am concerned about what adding a storage facility right next to us would mean in regards to safety, security and traffic. We have 110 children here and it is our number one responsibility to keep them safe and danger away. What would it mean to have people coming and going at all times of the day mean to our student body? What about the increases in the possibility of break ins after hours? If you google crime rate associated with storage facilities it is a reported fact that these facilities are a haven for crime and drugs. As it pertains to me as a homeowner in The Oaks of Hobe Sound, also on SE Federal, do we really need to change the landscape and continuity on our stretch of the Federal Highway? These large commercial utilitarian building do nothing for our visual landscape and appeal. I want Martin County to continue growing but with some thought on how and where the changes should occur and be permitted. There are plenty of areas off our main throughfare where such building would fit in and still be accessible to their patrons.

Again as a parent, voter and residents I am imploring you to think of Martin County's future, not just our smallest and most precious children, but for our the aesthetic look as well and possibly posing less safety concerns for all our local residents.

Please call or email me with any questions or follow up.

Prayers,
Elizabeth Brown, Director

Bethel Lutheran Preschool
772-546-7506
Fax 772-546-9847
cell 772-341-7606

From: Tammy Nadeau
To: Comish
Subject: Vote NO
Date: Tuesday, June 13, 2023 4:11:10 PM

This Email Sent From External Sender

We do not want anymore storage or nursing homes on US 1, especially near the site of Lutheran Bethel Church in HS. Please keep this residential! And please consider some landscaping on this area in Route 1. It looks awful!!

Thank you.

Tammy Nadeau

Please excuse the brevity. This message was sent from my iPhone.

From: ramon hernandez
To: Comish
Subject: Hobe Sound zone
Date: Tuesday, June 13, 2023 5:54:45 PM

This Email Sent From External Sender

Good afternoon,

I will vote for not changing any more zones to commercial in Hobe Sound.

I live at The Oaks.

Thank you,
Ramon Hernandez

Comment from Facebook below:

How many of you know that Martin County Commissioners are meeting next Tuesday, June 20 to discuss changing the zoning on the property just South of Bethel Lutheran Church and Preschool from residential to Commercial so the owners can build a huge 2 story STORAGE facility?? Please email the county commissioners to tell them NO! This impacts all of us, does our pretty stretch of US 1 really need another storage facility or nursing home or should it stay zoned residential? Please email comish@martin.fl.us and tell them VOTE NO!

Sent from my iPhone

From: Daria Kosis
To: Comish
Subject: Zoning change
Date: Wednesday, June 14, 2023 7:08:54 AM

This Email Sent From External Sender

To whom it may concern,
Good morning, my name is Daria Kosis. I have been a resident in Martin County since 2005. Martin county is cherished by the residents because of its slow growth and residential zoning. It has come to my attention that the area just south of heritage ridge and Bethel Lutheran church on US 1 may be experiencing a zoning change. This specific location is directly next to a beloved church and preschool. The area is covered in beautiful oak trees, and you can hear the children laugh and learn. Progress is inevitable but we CAN choose what is developing. The care that a residential community would take on the property would be far better than a commercial zone. Please consider keeping our community as residential as possible for the integrity of our county.
Sent from my iPhone

From: rlynn211
To: Comish
Subject: Zone change- Residential to commercial
Date: Wednesday, June 14, 2023 10:43:35 PM

Hello,

I vote NO to changing the zoning on the property just South of Bethel Lutheran Church and Preschool from residential to Commercial so the owners can build a huge 2 story STORAGE facilities.

David and Ramona Athey, Hobe Sound residents.

Sent from my Verizon, Samsung Galaxy smartphone

From: Maria G
To: Comish
Subject: Zoning Change
Date: Wednesday, June 14, 2023 12:00:55 PM

Good afternoon,

I am writing to express my concern about the construction of a commercial facility being considered on the property adjacent to my son's preschool, Bethel Lutheran Preschool. The surrounding area is residential, which provides parents with a sense of comfort, knowing the minimal traffic and individuals closest to the school, are local families. Adding a commercial building would cause increased traffic, pollution and congestion through the area. My family moved to Hobe Sound because it was one of the most charming towns we had seen in a very long time, and that's what kept us here. I support progress and updates, but not at the expense of my child's safety and request that you reconsider changing this area from residential to commercial.

Thank you,
Maria Albanis

From:	Bethel Lutheran
To:	Comish
Subject:	My request is to vote NO on Zoning Change, from RS-6 to Commercial on SE Federal Highway, Hobe Sound, for the proposed Hobe Sound Storage Facility.
Date:	Thursday, June 15, 2023 11:57:36 AM

Good Morning,

My name is Joyce Salvatoriello, I am a resident of Hobe Sound. I am a registered voter, a Mother and a GrandMother, a Homeowner and I live in Poinciana Gardens.
I also work for the Bethel Lutheran Church. I am the Assistant Administrator. I am wanting to address the proposed zoning you are looking to change. The site next to
Bethel Lutheran Church and School is for R-6 **NOT Commercial. The owners of that property want their property to be changed to Commercial. NO,NO,NO.**
We don't need a three story Storage facility here especially right next door to a preschool. We have precious little ones here and we do not want nor do we need the
added storage building. We think about Safety first for our children and Seniors who come to Church and preschool here. We worry about security, traffic and safety.

We worry about drugs, people just hanging out at this facility all they want is a place to put this building, near a preschool and Church is NOT IT.

Please do not let them win this one. Let's tell them to put this facility somewhere else. I'm all for Hobe Sound to grow, but this is not what we need to have right on our main highway.
I, as a resident of Poinciana Gardens, do not want to come out of my neighborhood and have to see a big three storage building right in front of me. We have plenty of Storage facilities in Stuart.

Please make the right decision and vote NO for this change.

I thank you in advance for your time in this matter.

Joyce Salvatoriello

From: Sarah Collins
To: Comish
Subject: Land use change in Hobe Sound
Date: Friday, June 16, 2023 7:48:24 AM

This Email Sent From External Sender

To whom it may concern,

I've been seeing more and more yellow proposed development signs as I drive around lately and as a native Floridian it is disheartening to see what is happening with our landscape. My children all attend Bethel Lutheran Preschool where an adjacent property has just requested to switch from residential to commercial zoning to make way for a storage facility. To anyone with common sense that takes time to drive around Martin county, there are already ample amount of storage facilities being developed. When does it stop? I understand that progress and development are inevitable, especially when outsiders with a lot of money see the potential of growth in our small town, but putting a storage facility next to a beautiful community church and preschool instead of a responsible housing development in the future is a waste of space and natural resources.

I get that all you see is more tax dollars and money in your pocket at the end of the day but hope you take this email into consideration when you vote on June 20th and think about all the constituents to voted you into the positions you're in based on good faith of slower and responsible development within our beautiful city. If we're not careful our children won't get to experience the true coastal florida living I knew growing up in 10 years time because we'll just be the victims of corporate/big development greed who want to make this the next Palm Beach and Broward county. Please don't let that happen to my families home and yours.

Kindest regards,

Sarah Johnson, DPT
(561) 951-9619

From: charles scaife
To: Comish
Subject: Ref:zones in Hobe Sound/us 1
Date: Friday, June 16, 2023 8:47:33 AM

This Email Sent From External Sender

Please do not allow a 3 story storage facility to go through
C scaife

Sent from my iPhone

From: Susan Rogers
To: Comish
Subject: Building next to Bethel Church on US-1 Hobe Sound
Date: Friday, June 16, 2023 8:50:20 AM

This Email Sent From External Sender

Good morning.

I write in reference to the above. We don't need more storage units. We don't need more concrete. We have had a slew of wildlife appear here in the Retreat, more than usual. Our fellow creatures need habitat. We humans want quality of life which includes natural beauty.

Stop this please.

Thank you for your consideration.

Sincerely,
Susan Rogers

Sent from my iPhone

From: classicfungames@aol.com
To: Comish
Date: Friday, June 16, 2023 1:42:52 PM

There is a Martin county commissioners meeting Tuesday June 20. They are voting to rezone area across from poinciana Gardens and the Oaks. They want to make it commercial instead of residential. They are planning to put a three story , yes three-story storage building there. This picture was only a two story building . They changed it to a three story now. Please write to the commissioner and tell them NO , NO we don't want more concrete. It would be on SE Federal Hyw next to the Bethel Church and Preschool. Please send emails to the commissioner This is the their email.

HAROLD STOP THIS THREE-STORY CRAP AND REZONING IN HOBE SOUND.
James's Brother Nick

From: Gai Ingram
To: Comish
Subject: Proposed rezoning of single family home (RS-6) to General Commercial
Date: Friday, June 16, 2023 8:21:30 PM

This Email Sent From External Sender

To Whom It May Concern:

My husband and I have lived in the Lexington Woods subdivision of Heritage Ridge since 1998. We want our objection of the above rezoning plan to be on the record. We are against this proposal of having a commercial storage building on the property and we feel it will be a negative and detrimental addition to our community.

William and Gabrielle Ingram
7845 SE Trenton Ave
Hobe Sound, Fl 33455
(772) 341-9616

Please excuse my typos as this is being sent from my iPhone

From:	Martha Porter
To:	Comish
Subject:	RE: Hobe Sound Storage (CPA 23-02) Zoning adjustment from RS-6 Medium Density Residential to General Commercial
Date:	Friday, June 16, 2023 10:34:54 PM
Attachments:	Objection Letter-Hobe Sound Storage (CPA 23-02) .pdf

---

Board of County Commissioners,

Please see attached.

Thanks,

Martha

LEXINGTON WOOD
MARTHA PORTER
7934 SE LEXINGTON AVENUE
HOBE SOUND, FL 33455

June 16, 2023

Board of County Commissioners

2401 S.E. Martin Monterey Road

Stuart, Florida 34996

Hearing Date: June 20, 2023

RE: Hobe Sound Storage (CPA 23-02) Zoning adjustment from RS-6 Medium Density Residential to General Commercial

As a property owner located directly behind the subject property, I request that the pending application mention herein be **DENIED** by the board on the following grounds:

- **Compatibility:** The proposed use is not compatible with the existing use in the surrounding areas. Wetland sits to the south of the property line. To the west & east sit two large residential communities with single-family homes and townhomes. To the north sits Bethel Lutheran Preschool, a worship center and fully operational preschool zoned RM-8.

- **Flooding:** The subject property backs up to a canal on the east side of the property line just beyond the wetlands. Residents of Lexington Wood, who also back up to the canal are concerned the storm water run-off into the canal will cause flooding. A storage unit is not suitable for the property based on environmental constraints.

- **Safety:** Building a large storage unit adjacent to Bethel Lutheran Preschool is cause for concern regarding the children's safety due to the high volume of traffic.

Thank you for your consideration.

From:	treasure3@bellsouth.net
To:	Comish
Subject:	8 letters of opposition for rezoning of the 4-acre lot adjacent to Bethel Lutheran Church and School on Rt 1 in Hobe Sound
Date:	Saturday, June 17, 2023 2:27:47 PM
Attachments:	Copies of 8 letters.pdf

Dear Commissioners:

Attached are copies of eight letters that were handed in on June 1 at the local planning agency meeting in opposition to the rezoning of the 4-acre lot on Rt. 1 in Hobe Sound from RS-6 to General Commercial for a large storage facility. They are not just from families in Heritage Ridge. They are also from Seabranch Road and from Stuart. They want to voice their opposition.

We are proud of the Loxa-Lucie Initiative. Please don't ruin your good work by changing this small spot on Rt 1. It will have a big impact on the beautiful entrance to Martin County.

We can not attend your meeting on June 20, but we all love Martin County and want to express our concerns.

Thank you,
Ursula Orr

From: cowsertfl@aol.com
To: Comish
Subject: Proposed Rezoning from RS-6 to General Commercial
Date: Sunday, June 18, 2023 1:43:01 PM

I am writing to the Zoning Commission today to express my objection regarding the proposed zoning change of the lot adjacent to Bethel Lutheran Church and School from RS-6 to General Commercial. If this zoning change is approved, the negative impact will be inflicted upon several large residential communities, parts of which have been in existence for forty years or more.

<!--[if !supportLists]-->1. <!--[endif]-->This property was zoned RS-6 in 2006 for good reason. That reason still exists today, easily proven by the number of new homes built since then and the number of families that live in them.

<!--[if !supportLists]-->2. <!--[endif]-->Bethel Lutheran Church and School as well as the homes in this residential area are single story structures, 13 or 14 feet tall. The proposed structure is to be three stories tall, somewhere between 35 and 40 depending on design. It is definitely not in proportion to structures surrounding it.

<!--[if !supportLists]-->3. <!--[endif]-->Ridgeway and Heritage Ridge in particular have experienced flooding for years and are located in flood zones. These neighborhoods have just begun to address the flooding issues. Adding more hard surfaces that create even more flooding from runoff can undo all the progress that's been made to address these issues.

<!--[if !supportLists]-->4. <!--[endif]-->The lighting required for a large storage facility will make a three story commercial building seem even larger, especially at night. And many families will find their back porches, back yards and even some front yards lighted by a source they can't control all night every night.

Commissioners, I ask you this simple question: would you like a three story commercial building in your back yard? My hope is your answer would be no.

Sincerely,

Barb Cowsert
7936 SE Trenton Avenue
Hobe Sound, FL 33455

From: Sheri Strauch
To: Comish
Subject: "No" to Rezoning land next to Bethel Lutheran Church & School Play Ground on US #1 in Hobe Sound!
Date: Sunday, June 18, 2023 3:42:59 PM

This Email Sent From External Sender

MC Commissioners:
Please do not rezone the Residential to Commercial land on the east side of Federal Highway in Hobe Sound next to Bethel Lutheran Church. We don't want anymore natural habitat taken away from us. The animals who live there have nowhere else to go, except out on Federal Highway to be killed. Also, the Bethel Lutheran Church School children's playground backs up to that area and it would be too dangerous for them with cars/trucks coming and going right next to them all day and night. We do not need a 3-story storage unit building there nor any more concrete in Hobe Sound or anywhere else in Martin County for that matter. Put it out west past I-95, which would be much more fitting and less obtrusive. Please leave it zoned Residential. Enough is enough! Thank you for your time and consideration in this matter, which is of the utmost concern. I am a 30-plus year Hobe Sound resident, who has seen enough change from our limited Residential area to Commercial in a very short period of time. Maybe build more houses if you must, but no storage units, fast food restaurants, car washes, gas stations, cheap apartment buildings and everything else we don't need nor want. Thanks again!

From: Denise Rogers
To: Comish
Subject: Building across from oaks /poinsettia
Date: Sunday, June 18, 2023 8:50:17 PM

This Email Sent From External Sender

Please as a Martin county resident, do not approve this building . Martin county should not become strip malls, commercial buildings , and part of urban sprawl. Keep Hobe Sound simple and refined!
Denise A Rogers
8498 SE retreat dr
Hobe Sound
Sent from my iPhone

From: Kristina Gregg
To: Comish
Subject: Hobe Sound Storage - CPA 23-02
Date: Monday, June 19, 2023 7:57:56 AM

Good morning Martin County Commissioners-

I am writing to you today as a homeowner at 7815 SE Trenton Avenue, Hobe Sound, FL, 33455 located in the Heritage Ridge North Community – most specifically, the Lexington Wood neighborhood.

I would like to express my concern and hope for the denial of the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA during tomorrow's Commission meeting.

There is a Lateral Ditch 1 (referred to as the "Canal") which is located through our Heritage Ridge North Community, Heritage Ridge Golf Course, and most important to me – the Lexington Wood neighborhood. This canal has flooded in the past when hurricanes and heavy tropical storms have occurred. The canal has flooded to the point where the roads in our Lexington Wood neighborhood have flooded, became impassable to vehicles, and potential damage to our home structures.

As a homeowner, and proud citizen of Hobe Sound, I ask that you deny the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA during tomorrow's Commission meeting.

Thank you for your support and attention to this matter.

Kristina Gregg
7815 SE Trenton Avenue
Hobe Sound, FL 33455
401-965-7474

From: Ian Gregg
To: Comish
Subject: Hobe Sound Storage - CPA 23-02
Date: Monday, June 19, 2023 8:13:11 AM

Good morning,

I am writing to you today as a homeowner at 7815 SE Trenton Avenue, Hobe Sound, FL, 33455located in the Heritage Ridge North Community – most specifically, the Lexington Wood neighborhood.

I would like to express my concern and hope for the denial of the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

There is a Lateral Ditch 1 (referred to as the "Canal") which is located through our Heritage Ridge North Community, Heritage Ridge Golf Course, and most important to me – the Lexington Wood neighborhood. This canal has flooded in the past when hurricanes and heavy rain events have occurred. The canal has flooded to the point where the roads in our Lexington Wood neighborhood have flooded, became impassable to vehicles, and potential damage to our home structures. Building a storage unit on wetlands will exacerbate our flooding issues even more. Many of us believe this storage unit will not provide an economic benefit as there are already multiple storage units in our local area.

As a homeowner, and citizen of Hobe Sound, I ask that you **deny** the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

Thank you for your support and attention to this matter.

Ian Gregg

From: Melissa
To: Comish
Subject: Objection to zoning change
Date: Monday, June 19, 2023 12:05:27 PM

I am a resident of Lexington wood in heritage ridge north in hobe sound. I am concerned about the possibility of rezoning the land across the street from my house from residential to commercial. My main concern is the problems we have already with flooding. We are already in a flood zone and the canal near my home floods extremely easy already. Please consider my objection to the rezoning of the property.

Melissa leigh
7883 se Lexington ave
Hobe sound fl 33455

Sent from the all new AOL app for iOS

January 24, 2024

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

RECEIVED
JAN 24 2024
GROWTH MANAGEMENT
DEPARTMENT

Re: Hobe Sound Storage (CPA 23-01)

Dear Mr. Schilling:

On June 20, 2023, Agenda Items 23-0481 and 23-0810 relative to the rezoning of the single family home property to change the zoning to General Commercial District were pulled from the Commissioners Agenda. The petitioner indicated to some of the Lexington Wood residents that he intended to refile his Agenda Items.

I served as "intervenor" for the Lexington Wood residents on April 25, 2006, when the Commissioners voted unanimously to change the "A-1 Small Farms District" zoning to RS-6 on the portion of the property available to be developed. The residents again requested that I serve as "intervenor" for the Lexington Avenue residents close to this property when the subject agenda items were to be heard by the Commissioners.

Surveyors were recently observed on the subject property. Is the property once again going to be considered for the rezoning? If so, please advise as to the procedure that will be followed. It has been seven months since the item was pulled from the Commission agenda.

When the County worked to install a conservation lake area on the adjoining property to the south, they discovered almost all of the County property is wetlands. The property is now almost all lakes. The property the applicant wants to build a large storage facility on should be reexamined to determine how much of the property is wetlands. The subject property is located in a flood zone.

Respectfully,

S. Norris

Sharon I. Norris
7933 S.E. Lexington Avenue
Hobe Sound, FL 33455

From: Stacey Dowd
To: Comish
Subject: Zoning Change on Property South of Bethel Lutheran
Date: Thursday, January 9, 2025 11:00:54 PM

To whom it may concern -

I am writing as it has come to my attention that on February 11th, there will be a meeting regarding changing the zoning for the property just south of Bethel Lutheran Preschool and Church.

The property is currently zoned as residential. If the property's zoning is to be changed to commercial, and a large, three story storage facility is built on that land, I cannot help but be concerned about the various consequences that could pose for the surrounding area, such as traffic, safety, and security - especially for the potential impact this could have on Bethel Lutheran.

I am for the progress, growth, and improvement of our beautiful area in which we are so fortunate to live. However, I am disheartened to learn about this proposition. I cannot support the concept of changing the landscape on this stretch of Federal Highway for the sake of erecting (yet another) storage facility. While I understand that something will undoubtedly be built upon this land at some point, I could support residential building, rather than commercial.

Thank you for your time,
Stacey Dowd

From: Bethel Lutheran Preschool
To: Comish
Subject: My request for you to VOTE no on the Zoning Change SE Federal Highway, Hobe Sound
Date: Thursday, January 9, 2025 12:48:45 PM

Good morning ,

First I would like to introduce myself to you all. My name is Elizabeth Brown, a resident and registered voter in Hobe Sound since 2000. I am a parent, homeowner, active member of the community and also work full time here. I am the Director at Bethel Lutheran Preschool which in on site of Bethel Lutheran Church at 7905 SE Federal Highway, Hobe Sound. I have sent you all my thoughts on this before when it was up for consideration in 2023. My feelings and those of our families have not changed.

I wanted to reach out to all of you in regards to an issue on the docket for the upcoming Board of County Commissioners Meeting on Tuesday, February 11, 2025. The owners of the property just to the south of our Church and Preschool will be going in front of you all to ask that their property zoning be changed to Commercial so that they can build a large 2 story Storage facility. The property is currently zoned residential.

While I am all for progress and improving our area, as the preschool director, I am concerned about what adding a storage facility right next to us would mean in regards to safety, security and traffic. We have 110 children here and it is our number one responsibility to keep them safe and danger away. What would it mean to have people coming and going at all times of the day mean to our student body? What about the increases in the possibility of break ins after hours? If you google crime rate associated with storage facilities it is a reported fact that these facilities are a haven for crime and drugs. As it pertains to me as a homeowner in The Oaks of Hobe Sound, also on SE Federal, do we really need to change the landscape and continuity on our stretch of the Federal Highway? These large commercial utilitarian building do nothing for our visual landscape and appeal. I want Martin County to continue growing but with some thought on how and where the changes should occur and be permitted. There are plenty of areas off our main throughfare where such building would fit in and still be accessible to their patrons.

Again as a parent, voter and residents I am imploring you to think of Martin County's future, not just our smallest and most precious children, but for our the aesthetic look as well and possibly posing less safety concerns for all our local residents.

Please call or email me with any questions or follow up.

Prayers,
Elizabeth Brown, Director

Bethel Lutheran Preschool
772-546-7506
Fax 772-546-9847
cell 772-341-7606

From: MELISSA FORTE
To: Comish
Subject: Concern Regarding Zoning Change for Property Near Bethel Lutheran Church
Date: Thursday, January 9, 2025 1:08:39 PM

To Whom it May Comcern,

I hope this email finds you well. I am writing to express my concern regarding the upcoming request to the County Commissioners to change the zoning of the property just south of Bethel Lutheran Church and Preschool. The property is currently zoned residential, and there is a proposal to rezone it to commercial in order to build a large, three-story storage facility.

While I am all for progress and the improvement of our community, I have significant concerns about the impact this development could have on the safety, security, and traffic in our area. A storage facility next to Bethel Lutheran Church and Preschool could create additional risks, particularly considering the number of children and families who regularly visit the church and preschool. Furthermore, the increased traffic around the Federal Highway could lead to congestion and potential safety hazards, especially for pedestrians.

I also question whether a large commercial development is the best use of this land, especially when it comes to maintaining the integrity and continuity of the neighborhood. Do we really want to change the landscape of our stretch of the Federal Highway in such a dramatic way?

While I understand that something will eventually be developed on this property, I believe that affordable homes or townhouses would provide a more aesthetically pleasing and safer alternative for the neighborhood.

Thank you for taking the time to read my concerns. I hope that together we can make a difference and ensure that this area continues to be a safe and welcoming place for our families.

Sincerely,
Melissa Reilly

772-678-2795

From: Lyndsi Beery
To: Comish
Subject: Storage Units
Date: Thursday, January 9, 2025 1:13:22 PM

Hello,

I would like to be another voice advocating against the rezoning of the property along Federal HWY in Hobe Sound near Bethel Lutheran Church. We do not need any more storage facilities and we do not want one right there. Please consider the public opinion on the matter.

Thank you,
Lyndsi Beery

From:	Katie Cannistraci
To:	Comish
Subject:	Board of County Commissioners Meeting 2/11/25 — Property South of Bethel Lutheran Preschool
Date:	Thursday, January 9, 2025 1:19:55 PM

Hello,

This letter is for the Board of County Commissioners Meeting taking place on Tuesday, February 11, 2025, and is in regard to the property just south of Bethel Lutheran Preschool on US-1. My name is Kathryn Cannistraci and I am resident of Stuart, Florida and my son attends Bethel Lutheran Preschool and has attended since he was a year old.

My submission is to show that I am against the re-zoning of this property from residential to commercial. I believe that the property owners proposal for another storage facility (2-story facility) should be denied and the property should stay zoned as residential.

I am all for improving and growing our wonderful town, but this particular property would increase the safety risks and traffic concerns if it were to be changed to commercial. I would be extremely concerned about the safety of my child and the other children that attend Bethel if a commercial building or storage facility were to be built on this property. I believe this property is better suited for a nice neighborhood, that would increase the value and looks of that stretch of US-1. A storage facility creates additional traffic, an influx of non-residents in close proximity to a school, and is an extreme eye sore.

I hope the Board truly takes into account that the residents of Hobe Sound and Stuart do not want this change, and we would be very appreciative if the Board would deny the proposal for re-zoning indefinitely. Thank you for your time.

Best,
Kathryn Cannistraci
Martin County Resident and Mother

RECEIVED
JAN 13 2025
By _____

Growth Management Director

January 10, 2025

Growth management Department
Martin County
2401 S.E. Monterey Road
Stuart, Florida 34996

To whom it may concern:

We reside at 7944 SE Lexington Ave. in Hobe Sound Fl. The back of our property borders the canal which also borders the east end of the property on US 1 being considered for a change of Zoning.

Approximately four years ago the above-mentioned canal flooded to a level within three inches of entering our home with water over three feet deep covering parts of our back lawn. Currently when it rains for an hour or more the canal still rises several inches despite the improvements in the downstream culverts that have been made.

We are deeply concerned that the proposed zoning change and building with its parking will seriously impact the already strained ability of the canal to provide adequate runoff of storm water. We strongly oppose any change of zoning that would provide building beyond the current residential zoning.

Kindest regards,

Stephen L. Hampe and Vicki D Pontello

314 550 0314

Stephen L Hampe

Vicki D Pontello

Gunster

Client Number: 55089.01
Writer's Direct Dial: (772) 288-0610
Writer's E-Mail Address: rraynesjr@gunster.com

January 28, 2025

RECEIVED
JAN 28 2025
By

VIA HAND DELIVERY

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

Re: Live Oak Capital Partners
Hobe Sound Storage – Major Final Site Plan and Rezoning
Project Number: H164-002

Dear Mr. Schilling:

We represent Live Oak Capital Partners ("Live Oak"), the applicant regarding the quasi-judicial hearing for the Hobe Sound Storage Major Final Site Plan and Rezoning referenced above.

In connection with the LPA meeting scheduled on February 6, 2025 and the Board of County Commission hearing that is scheduled February 11, 2025, and pursuant to Section 10.10.A.2 of the Martin County Land Development Regulations, please find enclosed the following documents we intend to offer into evidence and that we request to be included in the record:

1. Resume of Brandon M. Ulmer, P.E. Partner of Mills, Short & Associates.
2. Resume of Steve Tedder , Principal of Live Oak Capital Partners.
3. Resume of Mary Lindgren, Environmental Project Manager of EW Consultants. Inc.,.
4. Resume of Jason M. Gunther, P.E., Branch Manager of Thomas Engineering Group.
5. Fact Sheet – Hobe Sound Storage: A Class A Self-Storage Facility.

We also reserve the right to rely on any documents previously included as part of the record in connection with the Hobe Sound Storage Major Final Site Plan and Rezoning application. Please do not hesitate to contact me if you have any questions or require any additional information.

Sincerely,

Robert S. Raynes, Jr.

RSR/kmb
Enclosures
cc: Elysses Elder, Esq. (via email)
Peter Walden, Deputy Director (via email)
Brian Elam (via email)
Amy Offenbach (via email)

Mills, Short & Associates

Brandon Ulmer, PE
Partner

bulmer@millsshortassociates.com

Academic Credentials:

- B.S. Civil Engineering
- Florida State University
- Licenses: Florida Professional Engineer #68345

Professional Experience

- 2025-Present Mills, Short and Associates
- 2013-2024 Thomas Engineering Group
- 2008-2013 Civil Engineering of South Fl
- 2003-2008 Southern Design Group

Brandon is a licensed Professional Engineer and serves as Partner with Mills, Short and Associates. Brandon has 22+ years of experience in the Treasure Coast area. His knowledge coupled with his understanding of the project and client needs help to ensure a successful project. Brandon has focused his career primarily in the St. Lucie, Marin and Palm Beach Counties.

Brandon has extensive experience in all aspects of Land Development Planning and Civil Design, from initial design concepts to site civil and utility layout to final project closeout with state, county and local jurisdictions.

Brandon has extensive knowledge in all types of Land Development projects from Redevelopments to ground ups. Some of the most common projects Brandon has been Engineer of Record for are Residential Subdivisions, Retail Centers, Schools and various types of commercial uses.

Brandon has experience design and permitting project through FDOT, SFWMD, St Lucie, Martin and Palm Beach County jurisdictions.

Technical and Professional Affiliations:
American Society of Civil Engineers (ASCE)

Steve Tedder
Principal

Since 2000, Steve Tedder has participated in the acquisition, development, leasing, management, and disposition of more than $2 billion in real estate, including office, industrial, retail, hotels, multifamily, single family, manufactured housing, and self-storage properties. Mr. Tedder is the principal founder of Live Oak Capital Partners (www.liveoakcp.com), which he started in 2012 to focus primarily on niche investment opportunities throughout the southeastern United States. To date the firm has acquired, developed, and sold more than $170 million in commercial properties, including 17 self-storage facilities.

Prior to starting Live Oak, Mr. Tedder was a principal at Iron Horse Properties, and he previously worked as a Director of Development at Barry Real Estate Companies and Carter & Associates in Atlanta. He began his real estate career with The Bissell Companies in Charlotte, N.C.

Mr. Tedder is a graduate of Vanderbilt University and has an MBA from the University of Georgia. After finishing Vanderbilt, he served as an officer in the U.S. Navy for more than five years. Mr. Tedder currently is on the board of directors for CHRIS 180, Crossroads Community Ministries, and the David T. Howard Foundation, he previously served as chairman of the board for HOPE Atlanta, and he has also contributed on several other boards for nonprofits and industry organizations. He is currently a member of the Urban Land Institute, the Real Estate Investment Advisory Council, Real Estate Group Atlanta, the Atlanta Commercial Board of Realtors, and the national Self Storage Association.

NATURAL RESOURCE MANAGEMENT, WETLAND, AND ENVIRONMENTAL PERMITTING SERVICES

EW CONSULTANTS, INC.

Mary Lindgren
Environmental Project Manager

Education

1995 Florida State University
Tallahassee, FL

Bachelor of Science in Environmental Studies

Certification

Certified Wetland Delineator

Experience

2011 – Present	EW Consultants, Inc. Environmental Project Manager	Jupiter, FL
1998 – 2011	Environmental Services, Inc. Division Manager	Jupiter, FL
1997 – 1998 Department of Environmental		Palm Beach County West Palm Beach, FL Environmental Analyst
1995 – 1997	The Phoenix Environmental Group, Inc. Environmental Scientist	Tallahassee, FL

Professional Affiliations

National Association of Environmental Professionals
Florida Association of Environmental Professionals
Society of Wetland Scientists
PADI Open Water SCUBA Certified

CONSULTANTS, INC.

Natural Resource Management, Wetland, and Environmental Permitting Services

EW Consultants, Inc. is a company comprised of environmental and natural resource professionals with expertise in a wide variety of disciplines including:

- Environmental Assessments
- Water Quality Evaluation and Monitoring
- Wetland Assessment and Permitting
- Listed Species Surveys and Permitting
- Expert Witness Testimony

EW Consultants, Inc. has been involved with over 300 diverse environmental projects throughout the State of Florida. These projects have required close coordination with applicable permitting agencies. As a result, we have developed close working relationships with staff at Water Management Districts, Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, U.S. Army Corps of Engineers, and U.S. Fish and Wildlife Service.

Our fundamental philosophy consists of technical excellence, creativity, and continuous coordination. This combination provides our clients with leading edge analyses to address environmental challenges and practical results through long-standing relationships with agency personnel.

Our clients span all sectors and our successes show our ability to work with a wide range of interests. Through our experience we have developed a variety of unique qualifications and capabilities to manage projects with complex and multifaceted components. The collective experience of the EW Consultants, Inc. personnel totals over 60 years in professional natural resource and permitting consultation.

Office Location:
2581 Metrocentre Blvd, Suite 1
West Palm Beach, FL 33407

Mary Lindgren, Environmental Project Manager

Education:
BS in Environmental Studies, Florida State University, 1995

PADI Open Water SCUBA Certified
U.S. Army Corps of Engineers Certified Wetland Delineator

Professional Employment History

2011 – Present	EW Consultants, Inc., Environmental Project Manager
1998 - 2011	Environmental Services, Inc., Division Manager
1997 – 1998	Palm Beach County Dept of Environmental Resources Management, Env. Analyst
1995 – 1997	The Phoenix Environmental Group, Inc., Environmental Scientist

Ms. Lindgren is an environmental professional with 30 years of experience in project management, environmental site planning and natural resource management. She oversees ecologists in the company's Palm Beach County office. Ms. Lindgren is responsible for all phases of environmental project management and office operations.

Ms. Lindgren has managed numerous large scale development projects, public sector projects, and environmental restoration projects. Her experience includes environmental assessments, listed species surveys, submerged resource surveys, wetland determinations, wetland impact permitting, mitigation planning, mitigation monitoring, and mitigation bank permitting. Through these efforts, Ms. Lindgren has developed excellent working relationships with not only a myriad of clientele, but government agency review staff as well.

Representative Projects

- Bert Winters Park Improvements Wetland Permitting, Palm Beach County, FL
- The Atlantic permitting, St. Lucie County
- Roebuck Road Widening Wetland Permitting, Palm Beach County, FL
- Burt Reynolds Park Wetland Permitting, Jupiter, FL
- Tuscany on the Intracoastal, Wetland Permitting and Mitigation, Boynton Beach, FL
- Florida Power & Light, Listed Species Surveys and Permitting, Various Counties, South FL
- Expert Witness, Scripps Florida Environmental Permitting, Palm Beach County, FL

THOMAS
ENGINEERING GROUP

Jason M. Gunther, P.E.
Branch Manager

jgunther@thomaseg.com

Education

B.S.
Clarkson University,
1995-1997

A.E.S
Caton College of Technology
1993-1995

Professional Licenses

Florida Professional Engineer
#58629, since 2002

Jason currently serves as a Branch Manager for Thomas Engineering Group. His duties include project management, design, permitting and construction related services for numerous projects throughout South Florida. Jason's project experience includes a variety of municipal, commercial, mixed use, multi-family and residential properties. He oversees civil engineering design services for projects ranging from conceptual layouts to design of construction level site plan packages inclusive of drainage studies and permitting at the local, county, states and federal level.

Jason's specific design experience includes site planning, conceptual layouts and traffic circulation, storm sewer deign, sanitary sewer design including gravity and force mains, storm water management including retention and detention systems, flood plain and stream encroachment analysis, horizontal and vertical roadway alignments, grading, preparation of construction details, earthwork analysis, preparation of soil erosion and sediment control plans, water main conveyance systems and other miscellaneous related engineering design fields.

Prior to joining Thomas Engineering Group, Jason was directly responsible for running a consulting office, employee training, cost estimation, construction permitting, drainage system planning, engineering calculations and general project management, drainage modeling for both conceptual and construction purposes, neighborhood fire protection analysis and pump station design for wastewater systems.

Work Experience

Thomas Engineering Group, LLC – Ft Lauderdale, Jupiter, Stuart (09-07 – Present)
Managing satellite consulting office consisting of approximately 6 staff members. Full site design and permitting various projects throughout South Florida

Craven Thompson and Associates – West Palm Beach, Fl (12/04 – 09/07)
Managing satellite consulting office consisting of approximately 5 employees. Full site design and permitting various projects throughout South Florida.

Craven Thompson and Associates – Ft. Lauderdale, Fl (6/99 – 12/04)
Full site design and permitting various projects throughout South Florida.

Paramount Engineering Group - Boca Raton, FL (10/97 – 6/99)
Tasks included working on a survey field crew, preparing Autocad surveys and construction layout, site design for commercial properties.

Fact Sheet
Hobe Sound Storage:
A Class A Self-Storage Facility

While communities sometimes raise objections about self-storage, much of that unease may be misguided and perceptions about self-storage facilities may be both outdated and incorrect. A modern, well-run, Class A self-storage business can be a fantastic neighbor and a genuine asset to the community. They are clean, safe, quiet, generate limited traffic, and do very little to tax local utilities and infrastructure.

Safety and Security

- **State-of-the-art security systems:** Class A self-storage facilities feature advanced security measures, including high definition 24/7 video surveillance cameras, interior and exterior LED lighting, fencing to provide privacy and control access, and electrically controlled limited secure access doors with individual entry codes for each tenant, which allow operators to monitor exactly who is coming and going from the facility,
- **Security Protocols:** While isolated incidents of theft and vandalism occasionally occur, the combination of well-trained onsite staff, robust security protocols, and professional management in Class A facilities plays a significant role in maintaining safety and low crime rates.
- **Low crime risk:** Extensive data from law enforcement and self-storage industry studies indicate that Class A, professionally managed, climate-controlled self-storage facilities have very low crime rates. Additionally, the presence of 24/7 security measures deters potential criminal activity.
- **Commitment to safety:** Professional operators are fully committed to working with neighbors, community groups, and local law enforcement to maintain a safe environment for everyone in the area.

Traffic and Accessibility

- **Minimal traffic impact:** Class A self-storage facilities typically generate significantly less traffic than other residential and commercial developments

including retail stores, restaurants, office buildings, and even single-family residential communities. On average, customers visit their storage units very infrequently — usually once a month or less. Most modern, Class A facilities typically have a limited amount of parking because of their small number of visitors per day.

- **Professional traffic management:** A comprehensive traffic study has been completed for this project, and the developer has worked closely with traffic engineers and Martin County to ensure that the facility's entrance has been designed to minimize any potential impact on traffic flow along Federal Highway.
- **Safe access points:** The facility's access point onto Federal Highway will be well positioned to promote safe ingress and egress, with appropriate signage to guide vehicles safely in and out of the facility.
- **Counter cyclical traffic:** The busiest time of the week for most Class A self-storage facilities is Saturday mornings. During the week, the limited number of visitors that most facilities receive typically come between the hours of 9 a.m. to 5 p.m., and those visits tend to be spread throughout the day.

Class A Design

- **High-quality design:** This will be a Class A facility, meaning it will feature superior architectural design and aesthetic elements that complement the surrounding area. Based on feedback received from the county staff, elected officials, and the surrounding neighbors, the developer designed the facility with an "Old Florida" look and feel, which is in keeping with the architectural quality of the Hobe Sound community.
- **Visual appeal:** The exterior design will include attractive facades, enhanced landscaping buffers, and decorative privacy fencing to ensure the facility is visually pleasing and blends seamlessly with neighboring properties.
- **Noise reduction:** Unlike other commercial developments, self-storage facilities produce minimal noise, making it one of the least disruptive prospective neighbors for nearby properties. The loading bay for this facility will be cut into the building footprint, and it will be covered and partially enclosed, making loading and unloading activities less visible and even quieter.
- **Interior Climate-Controlled Units:** All the storage units for this Class A facility will be interior climate-controlled units, which will not be visible from the building exterior and only accessible through the single entry point for loading and unloading.

Location Along Federal Highway

- **Appropriate zoning and use:** The proposed location on Federal Highway is consistent with much of existing zoning and land use patterns in the area. US-1 is a major thoroughfare that already supports a mix of commercial, residential, and institutional properties. The existing residential zoning for this property is seemingly outdated and inappropriate given the high traffic counts (nearly 22,000 average vehicles per day) and high speeds (55 mph) on Federal Highway.
- **Low-intensity commercial use:** Compared to other potential developments, such as retail, dining establishments or medium density residential, self-storage facilities generate far less traffic, noise, and environmental impact on the community.
- **Community benefit:** By providing a safe, secure, and convenient storage option for residents and businesses, this Class A facility will serve as a valuable community resource.

Heritage Ridge North
Property Owners Association, Inc.

January 23, 2025

Commissioner Don Donaldson
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

Dear Commissioner Donaldson,

On behalf of the Board of Directors of the Heritage Ridge North Property Owners Association Inc., please consider this correspondence as an endorsement for the Hobe Sound Storage Project by Live Oaks Capital Partners.

We believe the project is consistent with the development of property along the US 1 (SE Federal Highway) corridor. It is our expectation that the developers will honor all promises with respect to building location, exterior design, lighting, and landscaping. They have assured us that quality of life issues will be addressed for all 837 homes within the Heritage Ridge North Community.

Should this project proceed, we anticipate an ongoing dialogue between the developers, county officials, and the HRNPOA.

Sincerely,

Matt Sullivan
President, HRNPOA

5757 S.E. Federal Highway, Stuart, Florida 34997
Phone: (772) 287-8882 • Fax: (772) 287-7526 • Email: heritageridgenorth@yahoo.com

Board of County Commissioners

February 11, 2025

Amy Offenbach, Planner
Growth Management Department

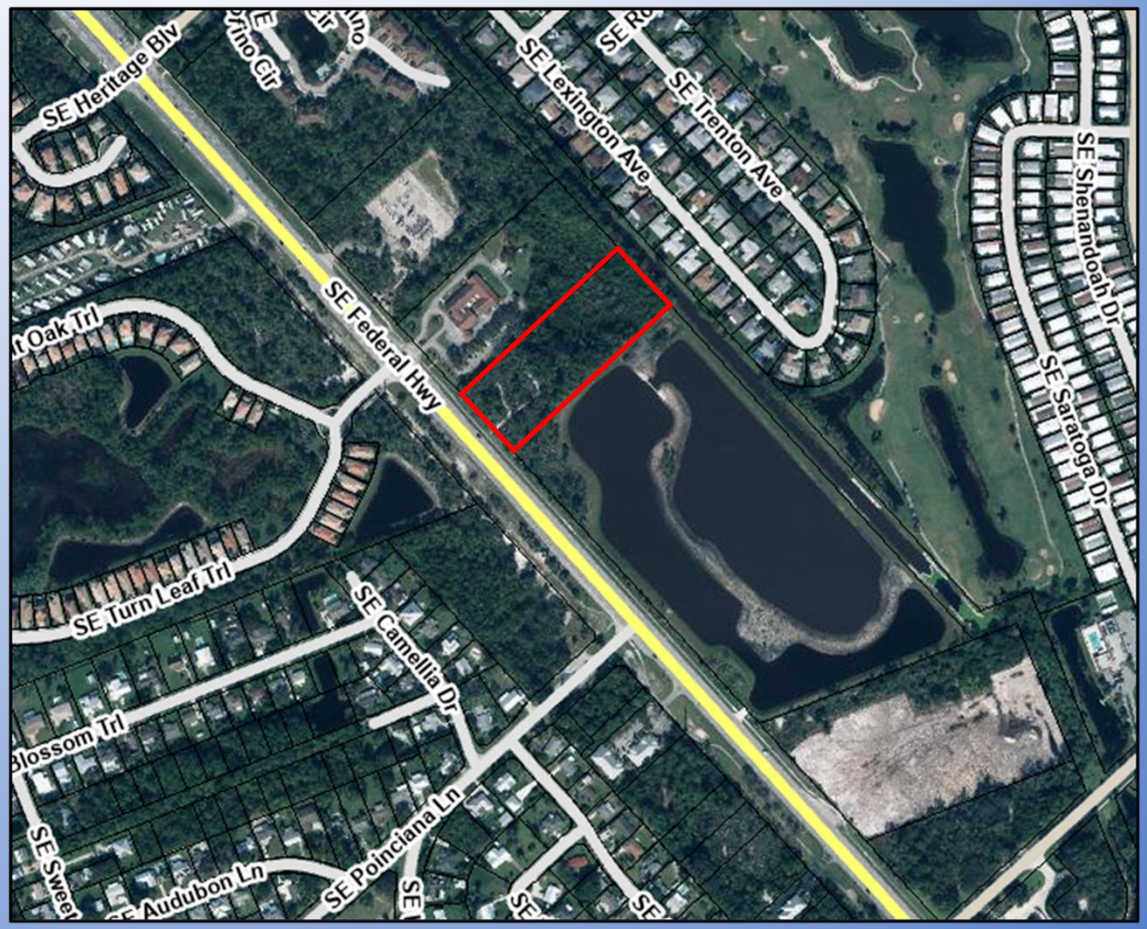
Hobe Sound Storage Rezoning

Requested by Thomas Engineering Group, LLC on behalf of the owner, Employees Money Purchase Pension Plan & Trust of Boca Cardiology Associates Babic & Vinci PA FBO Stephen Babic

Amendment Location

The proposed Rezoning is to change 4.01± acres from RS-6 (Medium Density Residential) to GC (General Commercial).

The subject site is located on the east side of SE Federal Highway, south of SE Heritage Boulevard and north of SE Poinciana Lane.



Category "A" Zoning District Options

Community Commercial	General Commercial
Some Permitted Uses:	Some Permitted Uses:
Apartment hotels	Apartment hotels
Community centers	Community centers
Educational institutions	Educational institutions
Places of worship	Places of worship
Business and professional offices	Business and professional offices
Commercial amusements (indoor)	Commercial amusements (indoor)
Commercial day care	Commercial day care
Retail sales/services (limited & general)	Retail sales and services (limited & general)
Hotels/motels/resorts/spas	Hotels/motels/resorts/spas
Parking lots/garages	Parking lots/garages
Residential storage facilities	Residential storage facilities
Restaurants (convenience & general)	Restaurants (convenience & general)

Both zoning districts implement the General Commercial future land use.

Category "A" Zoning Option Differences

Community Commercial	General Commercial
Other Permitted Uses: Bed and breakfast inns Residential care facilities	Other Permitted Uses: Hospitals Recycling drop-off centers Commercial amusements (outdoor) Flea markets Golf driving ranges Commercial kennels Pain management clinics Drive-through restaurants Trades and skilled services Vehicular sales & service Vehicular service & maintenance Wholesale trades/services Transportation services

The General Commercial zoning district permits more intense uses.

Development Standards

The proposed General Commercial district compared to the Community Commercial district.

Excerpt from LDR, Table 3.12.1 (2021)

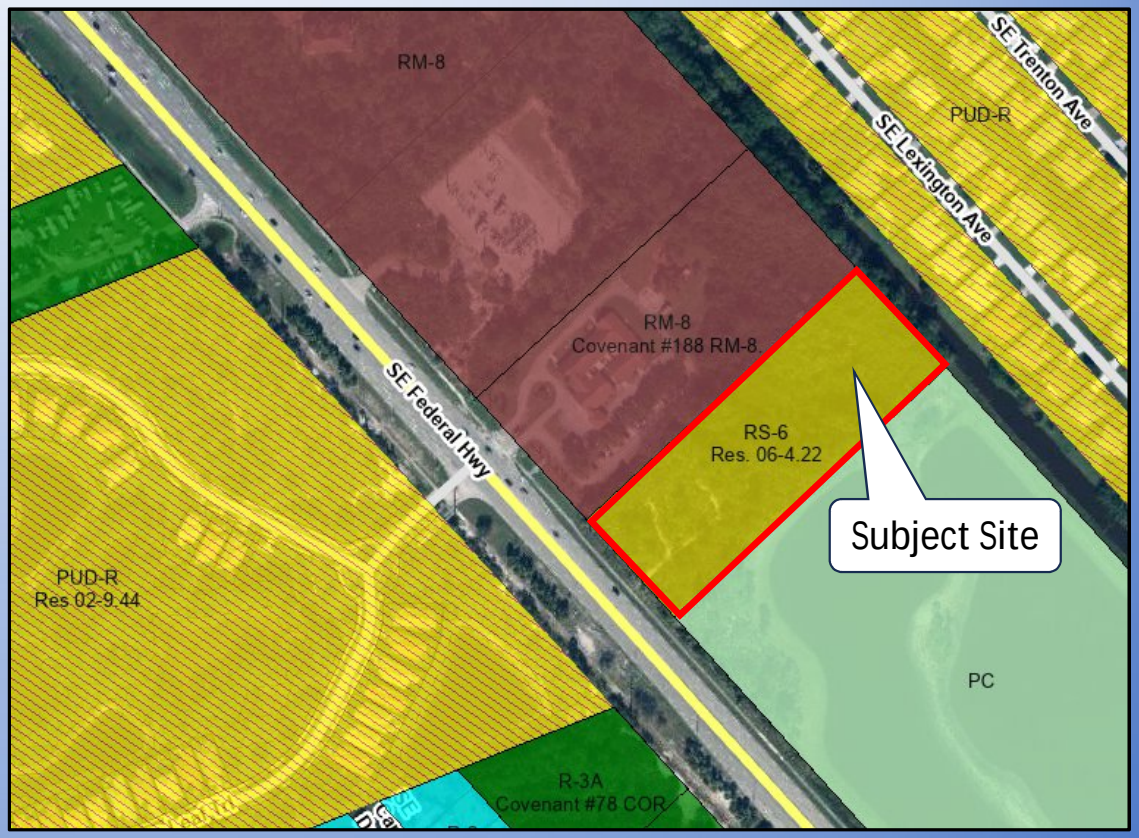
Category	Zoning District	Min. Lot Area (Sq. ft.)	Min. Lot Width (ft)	Max. Res. Density (upa)	Max. Hotel Density (upa)	Max. Building Coverage (%)	Max. Height (ft)/(stories)	Min. Open Space (%)	Other Req. (footnote)
A	CC	10,000	80	—	20.00	50	30	30	—
A	GC	10,000	80	—	20.00	60	40	20	—

Excerpt from LDR Table 3.12.2 (2021)

Category		Front/by story (ft.)				Rear/by story (ft.)				Side/by story (ft.)			
	Zoning District	1	2	3	4	1	2	3	4	1	2	3	4
A	CC	25	25	25	25	20	20	30	40	10	10	20	30
A	GC	25	25	25	25	20	20	30	40	10	10	20	30

Zoning Districts in Immediate Area

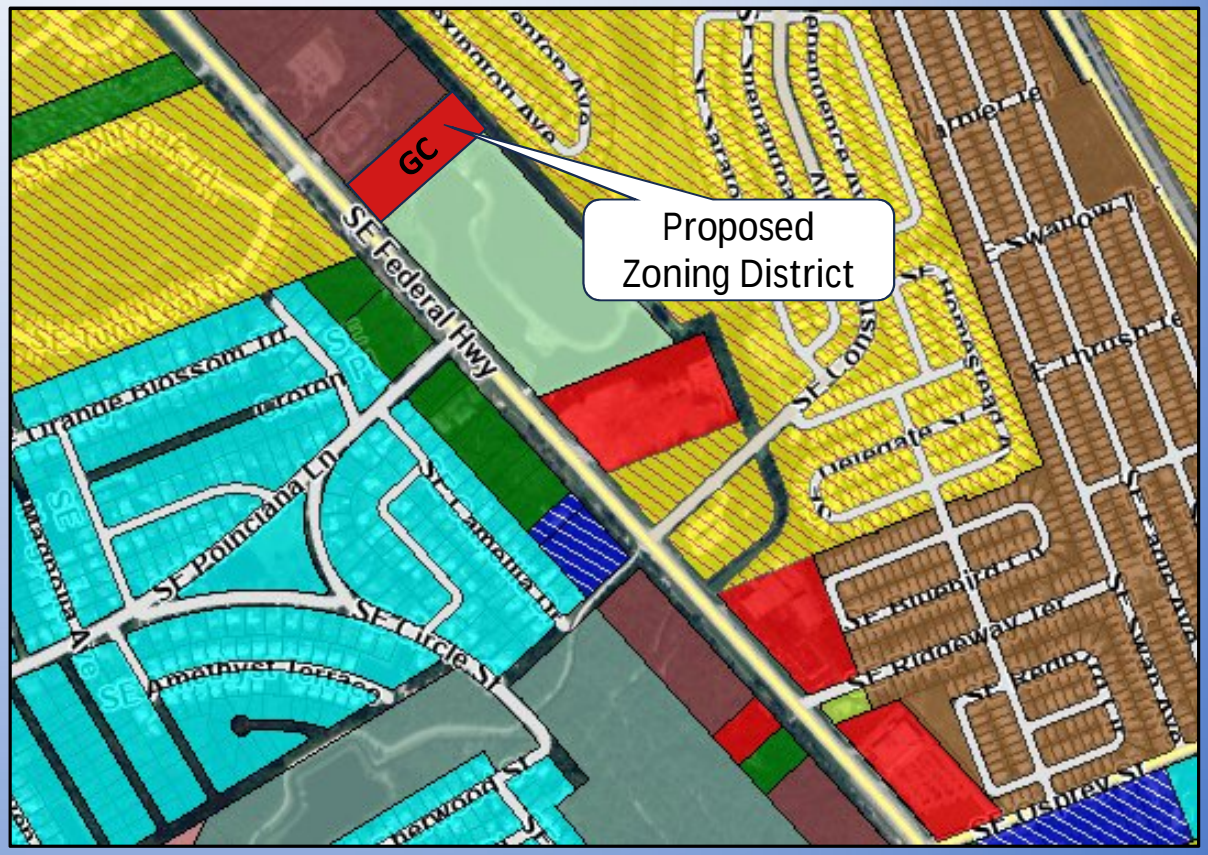
- Subject: RS-6, Medium Density Res.
- North: RM-8, Medium Density Res. (Bethel Lutheran Church)
- South: PC, Public Conservation (East Fork Creek Stormwater Treatment, Phase 1)
- East: PUD-R (Heritage Ridge)
- West: PUD-R (The Oaks)



Proposed Zoning District

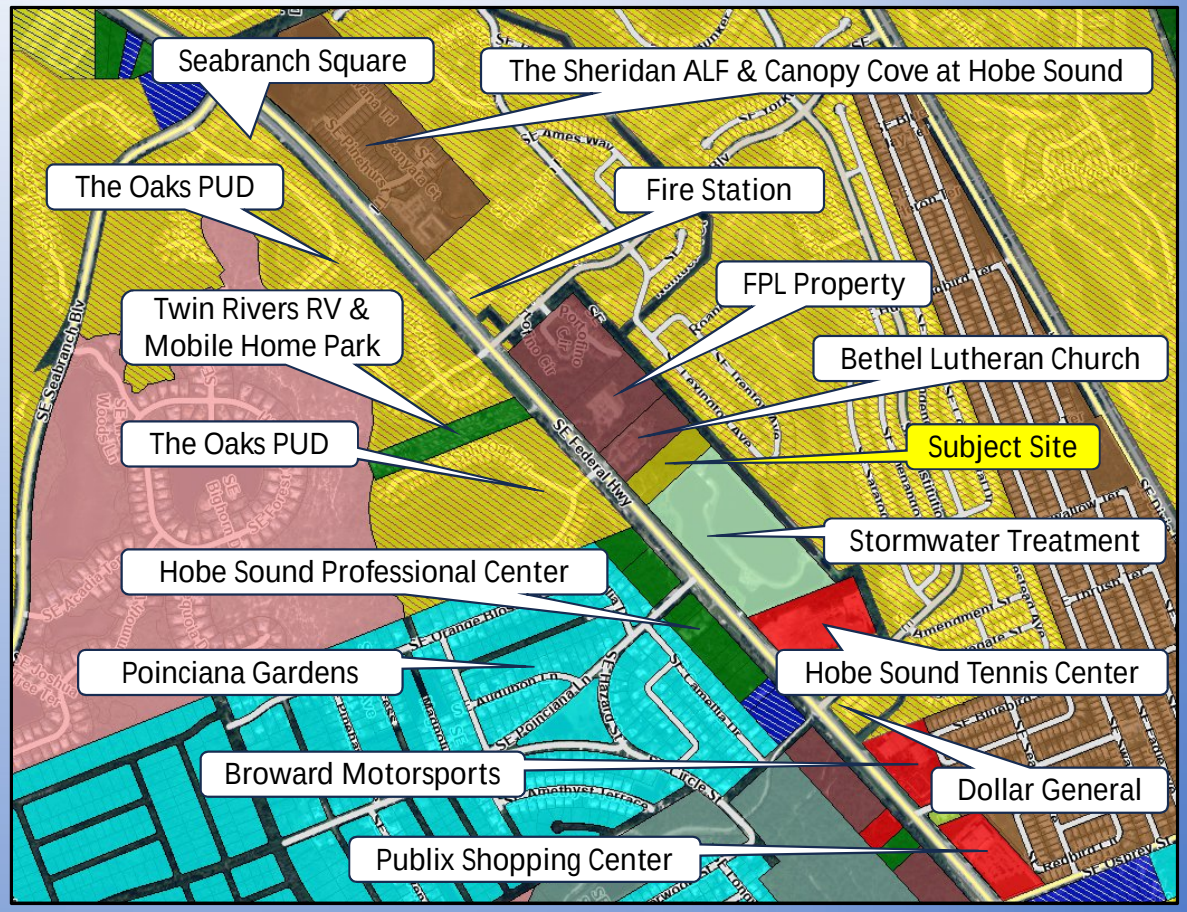
The proposed Zoning District is comparable to other commercial Zoning Districts in the immediate area.

- CC (Community Commercial District)
- CO (Commercial Office)
- COR-1 (Commercial Office/Residential District)
- COR-2 (Commercial Office/Residential District)
- GC (General Commercial District)



Existing Uses Along U.S. Highway 1

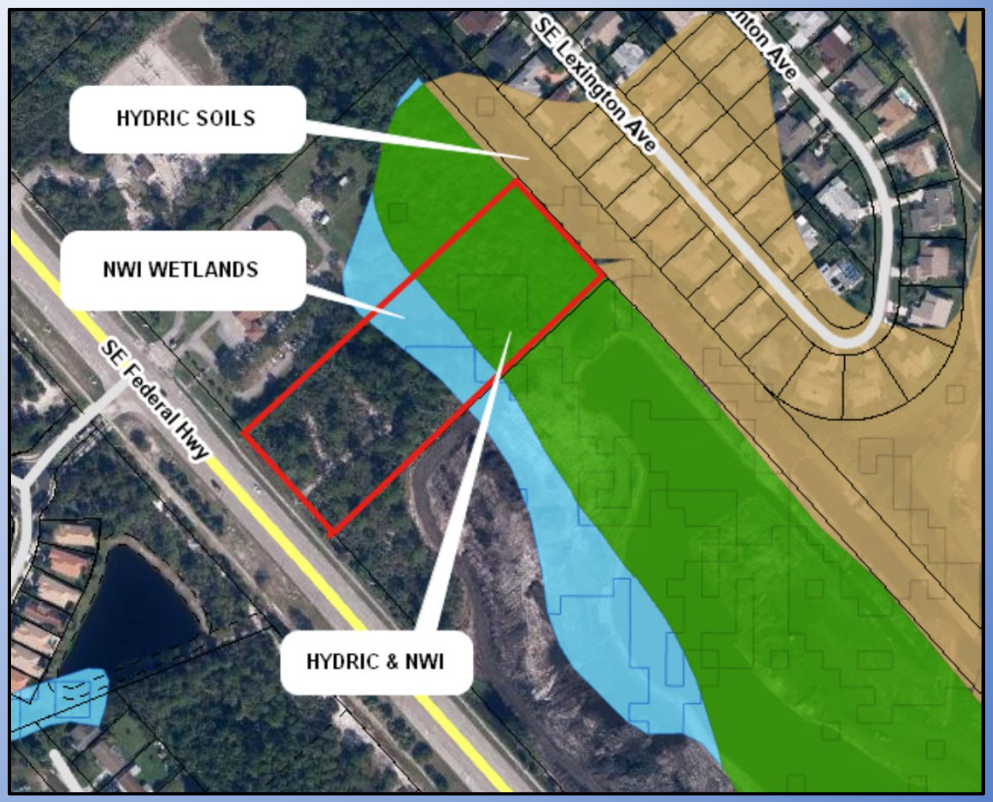
Development abutting S.E. Federal Highway (U.S. Hwy 1), a major arterial, is a mix of commercial uses with direct access to the corridor and residential uses with secondary access provided by interior streets.



National Wetland Inventory (NWI) & Hydric Soils GIS Map

The GIS map layer image shows potential wetlands and is NOT a State approved wetland delineation and NOT equal to an on-site environmental assessment.

Any existing wetlands on the parcel must be preserved and a 50-foot upland buffer must be maintained between the wetland and any development. This may- provide buffering for residential uses to the east.



Conclusion

- The GC Zoning District, requested by the applicant, implements the General Commercial Future Land Use designation assigned to this property (if approved by the Board) on the Future Land Use Map.
- The proposed GC Zoning District supports infill commercial development for a balanced mix of residential and nonresidential uses on the US 1 Corridor.
- Any wetlands on the property may provide an effective buffer between any future uses on the property and residential uses to the east.

Staff recommends approval.

BCC MEETING DATE: February 11, 2025
AGENDA ITEM: PHQJ-1

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners **DATE:** February 3, 2025

VIA: Don G. Donaldson, P.E.
County Administrator

FROM: Paul Schilling, Growth Management Director

REF: 25-0404
SUBJECT: **PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE MARTIN COUNTY ZONING ATLAS FOR HOBE SOUND STORAGE**

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.

The following items are attached to this supplemental memorandum:

Notice of public hearing advertisement
Additional public comments

DGD/PS/ao
Attachments

Reviewed by County Attorney's Office

Martin County - Growth Management

Advertiser: N/A

Agency: C-10-All

Section-Page-Zone(s): Hobe Sound Stora

Ad Number: 10950124

Insertion Number: N/A

Size: 1 Col x 10.35 in

Color Type: N/A

Public Notices

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT, IN AND FOR ST. LUCIE COUNTY, FLORIDA
CIVIL DIVISION
CASE NO.: 2023CA001670

HOME POINT FINANCIAL CORPORATION
PLAINTIFF,
VS.
TIMMIE LEE BAGLEY, KAREEN BAGLEY ET AL.,
DEFENDANTS.

NOTICE OF FORECLOSURE SALE
(Please publish in St. Lucie News Tribune)

NOTICE IS HEREBY GIVEN pursuant to Order on Plaintiff's Motion to Cancel and Reschedule the January 14th, 2025 Foreclosure Sale dated the 7th day of January, 2025, and entered in Case No. 2023-CA001670, of the Circuit Court of the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, wherein Freedom Mortgage Corporation is the Plaintiff and TIMMIE LEE BAGLEY; KAREEN BAGLEY; UNITED STATES OF AMERICA ON BEHALF OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT; SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.; and UNKNOWN TENANT IN POSSESSION OF THE SUBJECT PROPERTY #1 N/K/A KADEEMA BAGLEY are defendants. Michelle R. Miller as the Clerk of the Circuit Court shall sell to the highest and best bidder for cash at http://www.stlucie.realforeclose.com at 8:00 AM on the 14th day of May, 2025, the following described property as set forth in said Final Judgment, to wit:

LOT 46, BLOCK 53, SOUTH PORT ST. LUCIE UNIT FIVE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE(S) 12, 12A TO 12G OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

IF YOU ARE A PERSON CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN THE DATE THAT THE CLERK REPORTS THE FUNDS AS UNCLAIMED. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS. AFTER THE FUNDS ARE REPORTED AS UNCLAIMED, ONLY THE OWNER OF RECORD AS OF THE DATE OF THE LIS PENDENS MAY CLAIM THE SURPLUS.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Court Administration, 250 NW Country Club Drive, Suite 217, Port St. Lucie, FL 34986, (772) 807-4370 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

SPANISH: Si usted es una persona discapacitada que necesita algún tipo de adecuación para poder participar de este procedimiento, usted tiene derecho a que se le ayude hasta cierto punto y sin costo alguno. Por favor comuníquese con Court Administration, 250 NW Country Club Drive, Suite 217, Port St. Lucie, Fl. 34986, (772) 807-4370, al menos 7 días antes de su fecha de comparecencia o inmediatamente después de haber recibido esta notificación si faltan menos de 7 días para su cita en el tribunal. Si tiene discapacidad auditiva o de habla, llame al 711.

KREYOL: Si ou se yon moun ki andikape epi ou bezwen nenpòt akomodasyon pou ou ka patisipe nan pwosè sa-a, ou gen dwa, san ou pa gen pou-ou peye anyen, pou yo ba-ou yon seri de asistans. Tanpri kontakte Court Administration, 250 NW Country Club Drive, Suite 217, Port St. Lucie FL 34986, (772) 807-4370 omwen 7 jou alavans jou ou gen pou-ou parèt nan tribunal-la, ouswa imedyatman kote ou resevwa notifikasyon-an si ke li mwens ke 7 jou; si ou soud ouswa bèbè, rele 711.

Dated this 10th day of January, 2025.
By: /s/ Liana R. Hall
Liana R. Hall
Bar No. 73813

Submitted by:
Miller, George & Suggs, PLLC
ATTORNEY FOR PLAINTIFF
210 N. University Drive, Suite 900
Coral Springs, FL 33071
DESIGNATED PRIMARY E-MAIL FOR SERVICE
PURSUANT TO FLA. R. JUD. ADMIN 2.516
ESERVICE@MGS-LEGAL.COM

Public Notices

The Towers, LLC proposes to build a 160-foot monopole communications tower/structure to be located at the approx. vicinity of 9601 Water Vliet Avenue, Sebastian, Indian River County, FL 32958 (27-46-13.36 N, 80-30-40.88 W). Public comments regarding potential effects from this site on historic properties may be submitted within 30 days from the date of this publication to: Trileaf Corporation, Trenton Clark, t.clark@trileaf.com, 1395 South Marietta Parkway, Building 400, Suite 209, Marietta, GA 30067, 678-653-8673.
PUB 1/24/2025
TCN 10958652

NOTICE OF PUBLIC HEARINGS
The Planning and Zoning Commission/Local Planning Agency for the City of Fellsmere will hold a Public Hearing and proposes to adopt the following Resolution on Wednesday, February 5,2025 at 5:05 p.m., or shortly thereafter.

RESOLUTION NO. 2025-09
A RESOLUTION OF THE PLANNING AND ZONING COMMISSION/LOCAL PLANNING AGENCY FOR THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, RECOMMENDING THE CITY COUNCIL ADOPT ORDINANCE NO. 2025-05 AMENDING THE CITY OF FELLSMERE OFFICIAL ZONING MAP TO ADD 6.78 ACRES, MORE OR LESS, FOR A TOTAL OF 979.30 ACRES MORE OR LESS, AS PDD ZONING FOR A MINING HAUL ROAD ON LAND OWNED BY HUGH CORRIGAN, III, FAMILY LIMITED PARTNERSHIP, LLLP AND J. PAT CORRIGAN FAMILY LIMITED PARTNERSHIP, LLLP.

RESOLUTION NO. 2025-10
A RESOLUTION OF THE PLANNING AND ZONING COMMISSION/LOCAL PLANNING AGENCY FOR THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, RECOMMENDING THE CITY COUNCIL ADOPT RESOLUTION NO. 2025-06 APPROVING THE AMENDED DEVELOPMENT AGREEMENT FOR A PLANNED DEVELOPMENT KNOWN AS CORRIGAN RANCH MINE OWNED BY HUGH CORRIGAN, III, FAMILY LIMITED PARTNERSHIP, LLLP AND J. PAT CORRIGAN FAMILY LIMITED PARTNERSHIP, LLLP.

RESOLUTION NO. 2025-11
A RESOLUTION OF THE PLANNING AND ZONING COMMISSION/LOCAL PLANNING AGENCY FOR THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, RECOMMENDING THE CITY COUNCIL ADOPT RESOLUTION NO. 2025-07 APPROVING THE AMENDMENT TO RESOLUTION NO. 2017-31 PRELIMINARY DEVELOPMENT PLAN AND FINAL DEVELOPMENT PLAN PHASE 1, ADDING 6.78 ACRES, MORE OR LESS, FOR A HAUL ROAD TO THE PLANNED DEVELOPMENT KNOWN AS CORRIGAN RANCH MINE OWNED BY HUGH CORRIGAN, III, FAMILY LIMITED PARTNERSHIP, LLLP AND J. PAT CORRIGAN FAMILY LIMITED PARTNERSHIP, LLLP.

RESOLUTION NO. 2025-12
A RESOLUTION OF THE PLANNING AND ZONING COMMISSION/LOCAL PLANNING AGENCY FOR THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, RECOMMENDING THE CITY COUNCIL ADOPT RESOLUTION NO. 2025-08 REPEALING RESOLUTION NO. 2018-08 WHICH INITIALLY APPROVED THE FINAL DEVELOPMENT PLAN PHASES 2, 3, 4 AND 5 FOR A PLANNED DEVELOPMENT KNOWN AS CORRIGAN RANCH MINE AND NOW APPROVING A NEW FINAL DEVELOPMENT PLAN PHASES 2, 3, 4 AND 5 ON LAND OWNED BY HUGH CORRIGAN, III, FAMILY LIMITED PARTNERSHIP, LLLP AND J. PAT CORRIGAN FAMILY LIMITED PARTNERSHIP, LLLP.
The City Council of the City of Fellsmere will hold a Public Hearing and proposes to adopt the following Ordinance and Resolutions on Thursday, February 6,2025 beginning at 7:00 p.m., or shortly thereafter.

ORDINANCE NO. 2025-05
AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING ORIDNANCE NO. 2017-31 TO INCREASE THE SIZE OF THE PDD-PLANNED DEVELOPMENT DISTRICT AREA FROM 972.52 ACRES MORE OR LESS, BY ADDING 6.78 ACRES, MORE OR LESS FOR A TOTAL OF 979.3 ACRES, MORE OR LESS, AS PDD ZONING, HAVING A COMPREHENSIVE FUTURE LAND USE MAP DESIGNATION OF LOW DENSITY MIXED USE NEIGHBORHOOD (LDMXN); PROVIDING FOR RATIFICATION; PROVIDING FOR CONSISTENCY WITH COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR ZONING; PROVIDING FOR ZONING MAP; FURTHER PROVIDING FOR SEVERABILITY; CONFLICT; AND

Public Notices

AN EFFECTIVE DATE.

RESOLUTION NO. 2025-06
A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING RESOLUTION NO. 2017-30 DEVELOPMENT AGREEMENT AND APPROVING THE AMENDED DEVELOPMENT AGREEMENT FOR A PLANNED DEVELOPMENT KNOWN AS THE CORRIGAN RANCH MINE; PROVIDING FOR RATIFICATION; PROVIDING FOR LEGISLATIVE ACT; PROVIDING FOR FINDINGS; PROVIDING AUTHORIZATION FOR THE MAYOR TO SIGN THE AMENDED DEVELOPMENT AGREEMENT; AND FURTHER PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING PROVISIONS; AND AN EFFECTIVE DATE.

RESOLUTION NO. 2025-07
A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING RESOLUTION NO. 2017-31 APPROVING THE PRELIMINARY DEVELOPMENT PLAN AND FINAL DEVELOPMENT PLAN PHASE 1 FOR A PLANNED DEVELOPMENT KNOWN AS THE CORRIGAN RANCH MINE DUE TO AN INCREASE OF 6.78 ACRES, MORE OR LESS, IN THE TOTAL MINING AREA FOR A HAUL ROAD; PROVIDING FOR RATIFICATION; PROVIDING FOR FINDINGS; PROVIDING FOR SIZE OF MINING PROJECT; PROVIDING FOR EXTENT OF AMENDMENT; PROVIDING FOR DEVELOPMENT AGREEMENT AND AMENDED DEVELOPMENT AGREEMENT AND FURTHER PROVIDING FOR SEVERABILTY, REPEAL OF CONFLICTING PROVISIONS AND AN EFFECTIVE DATE.

RESOLUTION NO. 2025-08
A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, REPEALING RESOLUTION NO. 2018-08 INITIALLY APPROVING THE FINAL DEVELOPMENT PLAN PHASES 2, 3, 4, AND 5 FOR THE CORRIGAN RANCH MINE AND APPROVING A NEW FINAL DEVELOPMENT PLAN PHASES 2, 3, 4 AND 5 FOR A PLANNED DEVELOPMENT KNOWN AS THE CORRIGAN RANCH MINE; PROVIDING FOR RATIFICATION; PROVIDING FOR FINDINGS; PROVIDING FOR FINAL DEVELOPMENT PLAN PHASES 2, 3, 4 AND 5 APPROVAL WITH CONDITIONS; PROVIDING FOR DEVELOPMENT AGREEMENT AND FURTHER PROVIDING FOR SEVERABLITY; REPEAL OF CONFLICTING PROVISIONS; SEVERABILITY AND AN EFFECTIVE DATE.
Public Hearings are held in the City Council Chambers, 22 S. Orange Street, Fellsmere, Florida, Public Hearings may be continued from time to time as may be necessary.
Copies of the proposed Ordinances and Resolutions and other information is available for review in the Office of the City Clerk, 22 S. Orange Street, Fellsmere, Florida between the hours of 8:30 a.m. and 12:00 noon and 1:00 p.m. to 5:00 p.m., Monday through Friday. Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances and Resolutions.
Any person who may wish to appeal any decision which may be made at these hearings will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Any person who may need special accommodation for this meeting must contact the City Clerk's Office at (772) 646-6301 at least 48 hours in advance of the meeting.
Copias de las Ordenanzas y Resoluciones propuestas y otra información están disponibles para su revisión en la Oficina de la Secretaria Municipal, 22 S. Orange Street, Fellsmere, Florida entre las 8:30 a.m. y las 12:00 del mediodía y de 1:00 p.m. a 5:00 p.m., de lunes a viernes. Las partes interesadas podrán comparecer en la reunión y ser oídas con respecto a las Ordenanzas y Resoluciones propuestas.
Toda persona que desee apelar cualquier decisión que se adopte en estas audiencias deberá asegurarse de que se levante acta literal de las actuaciones, que incluya los testimonios y las pruebas en que se basará la apelación. Cualquier persona que pueda necesitar unos alojamientos especiales para esta reunión debe comunicarse con la Oficina de la Secretaria Municipal al (772) 646-6301 al menos 48 horas antes de la reunión.
CITY OF FELLSMERE, FL
Maria F. Suarez-Sanchez, CMC, City Clerk
PUB January 24, 2025
TCN 10969332

Public Notices

PUBLIC NOTICE
THE NEGOTIATION TEAM OF THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE AND THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS – INDIAN RIVER STATE COLLEGE CHAPTER WILL HOLD A COLLECTIVE BARGAINING MEETING ON FRIDAY, FEBRUARY 7TH, 2025, AT 8:00 A.M. IN ROOM A214 IN THE BEN L. BRYAN SR. ADMINISTRATION BUILDING ON THE INDIAN RIVER STATE COLLEGE MASSEY CAMPUS AT 3209 VIRGINIA AVENUE, FORT PIERCE, FL 34981. THE PURPOSE OF THE MEETING IS TO CONDUCT LABOR NEGOTIATIONS.
A COPY OF THE AGENDA WILL BE AVAILABLE PRIOR TO THE MEETING ON THE COLLEGE'S WEBSITE AT HTTPS://IRSC.EDU/CALENDAR/INDEX.PHP.
Pub: January 24, 2025
TCN10960518

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA
****
NOTICE OF PUBLIC HEARING

Subject: Hobe Sound Storage Rezoning is a request by Thomas Engineering Group LLC on behalf of the owner, Employees Money Purchase Pension Plan & Trust of Boca Cardiology Associates, Babic & Vinci, P.A. to change the zoning district on ±4.01-acres from RS-6, medium density residential to GC, General Commercial, or the most appropriate zoning district. The property was formerly known as Vineyard II, V026-002. Included with this application is a request for a Certificate of Public Facilities Exemption.

Location: The subject site is located along the east side of S.E. Federal Highway, south of S.E. Heritage Boulevard and north of S.E. Poinciana Lane. The parcel ID of the subject site is: 34-38-42-000-140-00140-6.

Public hearing: BOARD OF COUNTY COMMISSIONERS (BCC)
Time and Date: 9:00 A.M., or as soon after as the matter may be heard, on **Tuesday, February 11, 2025**

Place: Martin County Administrative Center, 2401 SE Monterey Road, Stuart, Florida 34996

All interested persons are invited to attend and be heard.

Persons with disabilities who need an accommodation in order to participate in these proceedings are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, or the Office of the County Administrator at (772) 288-5400, or in writing to 2401 S.E. Monterey Road, Stuart, FL 34996, no later than three days before the meeting date. Persons using a TTY device, please call 711 Florida Relay Services.

When attending a public hearing, a person may speak during the public comment portion of the public hearing. A person may also participate as an Intervenor. An Intervenor may ask questions of the staff, applicant and provide testimony. In order to be an Intervenor, a person must qualify to receive mailed notice of the application in accordance with Section 10.6.E, Land Development Regulations, Martin County Code. In addition, an Intervenor must file a form of intent with the County Administrator at least 7 business days prior to the LPA or BCC meeting. No fee will be assessed. If the Intervenor is representing a group/association, he/she must file a letter on official letterhead signed by an authorized representative of the group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us. Any documentation, including all digital media intended to be proffered as evidence must be submitted to the Growth Management Department at least 7 business days prior to the LPA or BCC meetings.

If any person who decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

For further information, including copies of original application documents or agenda item materials, please contact Amy Offenbach,

Public Notices

Planner, Martin County Growth Management Department, at (772) 288-5495. Written comments may be mailed to: Paul Schilling, Director, Martin County Growth Management Department, 2401 Monterey Road, Stuart, FL 34996.

THIS NOTICE DATED THIS 15TH DAY OF JANUARY 2025.
Pub: January 24, 2025
TCN10950124

NOTICE OF ACTION (FORMAL NOTICE BY PUBLICATION)
TO: Leel Muthugalgedara, address UNKNOWN

YOU ARE NOTIFIED that a Petition to Determine Homestead Status and a Petition for Administration has been filed in this court. You are required to serve a copy of your written defenses, if any, on petitioner's attorney, whose name and address are:
Erin Kirkwood, 607 SW Saint Lucie Crescent, Suite 106, Stuart, FL 34994

on or before February 5, 2025, and to file the original of the written defenses with the clerk of this court either before service or immediately thereafter. Failure to serve and file written defenses as required may result in a judgment or order for the relief demanded, without further notice.
Signed on this 30th day of December, 2024.

MICHELLE R. MILLER, CLERK OF CIRCUIT COURT AND COMPTROLLER
As Clerk of the Court

By:KIM WILLIAMS

As Deputy Clerk

First publication on January 3, 2025.
January 3, 10, 17, 24 2025
LSAR0215972

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD
OF COLLECTION OF NON-AD VALOREM ASSESSMENTS
[EXPANSION PARCEL]
Notice is hereby given that the Solaeris Community Development District ("District") intends to use the uniform method of collecting non-ad valorem assessments to be levied by the District pursuant to Section 197.3632, Florida Statutes. The Board of Supervisors of the District will conduct a public hearing on February 20, 2025, at 11:15 a.m., or as soon thereafter as the matter may be heard at Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986.
The purpose of the public hearing is to consider the adoption of a resolution authorizing the District to use the uniform method of collecting non-ad valorem assessments to be levied by the District on the Expansion Parcel, which was added to the District pursuant to an Ordinance adopted by the Board of County Commissioners of St. Lucie County, Florida. The District may levy non-ad valorem assessments for the purpose of financing, acquiring, maintaining and/or operating community development facilities, services and improvements within and without the boundaries of the District. Owners of the properties to be assessed and other interested parties may appear at the public hearing and be heard regarding the use of the uniform method of collecting such non-ad valorem assessments.
The public hearing is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing may be continued to a date, time, and place to be specified on the record. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.
Any person requiring special accommodations at this hearing because of a disability or physical impairment should contact the District Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Phone (561) 571-0010, at least forty-eight (48) hours prior to the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager.
Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.
District Manager
Pub: Jan 24, 31, Feb 7, 14, 2025
TCN10968029

Public Sale

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
2380 47th St Vero Beach, FL 32967, on February 13, 2025 @ 12:45PM
Catherune Collins Queen bed, Box spring, tv, tv stand, boxes
Kathia Holly- Francois Furniture, home goods
The auction will be listed and advertised on www.storagetreasures.com.
Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
Pub: Jan 24 & 31, 2025
TCN10937183

Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
1655 10th Avenue, Vero Beach FL 32960, on February 13, 2025 at 1:15pm:
-Jenasha Pagan: 6 boxes of clothes, Vanity, Carpet, Mirror, Dining Table Set
The auction will be listed and advertised on www.storagetreasures.com.
Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
Pub: Jan. 24, 31, 2025
TCN10946649

IN THE CIRCUIT COURT OF THE 19th JUDICIAL CIRCUIT IN AND FOR MARTIN COUNTY, FLORIDA
CASE NO.: 24000533CAAXMX
CEDAR POINTE VILLAGE NO. 8 ASSOCIATION, INC,
Plaintiff,
vs.
GARY P. SCHOELLMAN, et al.,
Defendant(s).
NOTICE OF SALE
NOTICE IS HEREBY given pursuant to a Final Judgment of Foreclosure dated **December 18, 2024** and entered in Case No.: 24000533CAAXMX of the Circuit Court of the Nineteenth Judicial Circuit in and for Martin County, Florida, wherein Cedar Pointe Village No. 8 Association, Inc ., is Plaintiff, and Gary P. Schoellman is Defendant(s), the Clerk of Court, Carolyn Timmann will sell to the highest and best bidder for cash by electronic sale at https://martinrealforeclose.com at 10:00 o'clock A.M on the **10th day of April, 2025** in accordance with Section 45.031, Florida Statutes, the following real property as set forth in said Final Judgment, to wit:
Apartment No. 6 of CEDAR POINTE APARTMENT BUILDING NO. 140, A CONDOMINIUM, according to the Declaration of Condominium dated September 15th, 1972 and recorded in Official Records Book 344 at Page 1893, of the Public Records of Martin County, Florida.
Any Person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the lis pendens must file a claim before the Clerk reports the surplus as unclaimed.
DATED this 11th day of January, 2025.
Poliakoff Backer, LLP
Counsel for Plaintiff
The Arbor, Suite 420
400 South Dixie Highway
Boca Raton, FL 33432
(561) 361-8535
(561) 361-3491 Fax
Primary: alewis@pbattorneys.com
Secondary: ahenriksen@pbattorneys.com
By: Arthur E. Lewis
FBN 161667
Pub: Jan. 17, 24, 2025
TCN10942664

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
9893 US-1, Sebastian , FL 32958 on 02-13-2025 at 1:45 pm:
Darion Madden- totes full of clothes xmas decorations household goods
The auction will be listed and advertised on www.storagetreasures.com.
Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
TCN- #10942724 01/24/25 01/31/25

Having A Garage Sale?

Let your community know by advertising in your local newspaper.

Don't wait, call today!

SELL YOUR CAR
ADOPT A PET
GET A JOB
FIND A HOUSE
BUY A BOAT
FIND A TREASURE
GET A MASSAGE
HIRE A HANDYMAN

Check out the classified section everyday.

February 11, 2025

BCC PUBLIC HEARING

Hobe Sound Storage Rezoning

PUBLIC Comment

01/23/25 thru 01/30/25

From: Robert DeVore
To: Comish
Subject: Parcel Number: 343842000140001406
Date: Thursday, January 23, 2025 9:00:20 AM

Commissioners,

I hope this letter finds you well. I am writing to you tonight to discuss the upcoming vote to change the zoning on Parcel Number: 343842000140001406 on US1 just South of the Bethel Lutheran Church and Preschool. Hearing about the proposed development of this parcel didn't surprise me. Over the last decade our state unfortunately has seen too much development. The sad part of this development is seeing encroaching entities who bring no benefit to our community while quickly changing the landscape of South Florida all for profit. The storage facility would be used mostly by those that live here temporarily/seasonal, with proceeds/profits instantly leaving our county, providing little to no trickle down benefits to our local economy, and taking away from the future potential of our community. It seems like all of Hobe Sound is quickly being turned into storage facilities. Why do we need another storage facility?

I urge the Commissioners to think about the future of our Hobe Sound and what we truly need within our limited space. Surrounded by churches, schools, and homes we need this piece of land to be something that creates jobs, delivers commerce, and provides a sense of community. We urge the owners of the parcel to think about the town they have invested in and how we wish to keep Hobe Sound and Martin County special. Please reject the storage building zoning and challenge the owners to investigate commerce which boosters and reflects our community.
Thanks,

Robby DeVore
Hobe Sound Florida

From: Scott Johnsen
To: Comish
Subject: Say No
Date: Thursday, January 23, 2025 1:23:28 AM

Commissioners,

I hope this letter finds you well. I am writing to you tonight to discuss the upcoming vote to change the zoning on Parcel Number: 343842000140001406 on US1 just South of the Bethel Lutheran Church and Preschool. Hearing about the proposed development of this parcel didn't surprise me. Over the last decade our state unfortunately has seen too much development. The sad part of this development is seeing encroaching entities who bring no benefit to our community while quickly changing the landscape of South Florida all for profit. The storage facility would be used mostly by those that live here temporarily/seasonal, with proceeds/profits instantly leaving our county, providing little to no trickle down benefits to our local economy, and taking away from the future potential of our community. It seems like all of Hobe Sound is quickly being turned into storage facilities. Why do we need another storage facility?

I urge the Commissioners to think about the future of our Hobe Sound and what we truly need within our limited space. Surrounded by churches, schools, and homes we need this piece of land to be something that creates jobs, delivers commerce, and provides a sense of community. We urge the owners of the parcel to think about the town they have invested in and how we wish to keep Hobe Sound and Martin County special. Please reject the storage building zoning and challenge the owners to investigate commerce which boosters and reflects our community.

Sincerely,
Scott Johnsen
Hobe Sound Resident

From: Lynda Smith Real Estate
To: J. Blake Capps
Subject: Opposed to Hobe Sound Storage
Date: Friday, January 24, 2025 5:14:58 PM

Hi Mr. Capps,

I have recently learned about the pending zoning change request that will come before the bocc to change the zoning from residential to commercial on the lot adjacent to Bethel Lutheran Church to the south.

Here are some reasons why I urge you not to approve this zoning change request:

1. First and foremost, Hobe Sound is (currently) different from Stuart, Palm CIty, and Jensen. The look and feel of Hobe Sound compared to those other areas of the County is visually less commercialized, and more old Florida. This is an important aspect to the quality of life that we in Hobe Sound have, and is part of what attracted each one of us to call the area our home. When driving down US 1 in that area, would a 3 story storage unit building or a residential development (likely townhomes or something of that nature due to the small buildable footprint of the property) be more in keeping with the look and feel of Hobe Sound? My answer is a residential development.
2. There is currently a significantly sized (per amount of SF) storage unit apprx 2 miles north of this property. This area is not lacking in easily accessible storage unit rental availability.
3. There is a church with a school adjacent to that lot. I do not attend that church, however, in light of something that happened to my Mom at the Prime Storage unit 2 miles north of this location, I would be cautious about have a 3 story storage unit next to a church/school. My mom rented a unit at Prime Storage and encountered a lady on drugs inside of the building. The lady apparently spent the night in there. She cornered my Mom and was yelling at her accusing her of stealing money from this lady. Either my Mom or the storage unit staff called the police. My mom wasn't hurt but it was a scary experience.
4. My husband and I live in Poinciana Gardens very near the proposed storage unit. We travel by this property almost daily. A 3 story storage building, no matter nicely it was curated architecturally, would still stick out like a sore thumb in Hobe Sound.
5. While I understand Hobe Sound will be developed, and we can't keep that from happening, nor should we, I believe making an exception and changing a current zoning from residential to commercial sets a precedent for future zoning request changes. We have a golden opportunity with this request to keep the look and feel of Hobe Sound, by not granting an exception and changing the zoning.

Please consider these points when that vote comes up.

Thank you. Do good work, for the collective good.
Cheers,
Lynda Smith
6208 SE Amethyst Terrace
HS
772-643-0334

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Lynda Smith Real Estate
To: Sarah Heard
Subject: Opposed to Hobe Sound Storage development
Date: Friday, January 24, 2025 5:19:23 PM

Hi Ms. Heard,

I have recently learned about the pending zoning change request that will come before the bocc to change the zoning from residential to commercial on the lot adjacent to Bethel Lutheran Church to the south.

Here are some reasons why I urge you not to approve this zoning change request:

1. First and foremost, Hobe Sound is (currently) different from Stuart, Palm CIty, and Jensen. The look and feel of Hobe Sound compared to those other areas of the County is visually less commercialized, and more old Florida. This is an important aspect to the quality of life that we in Hobe Sound have, and is part of what attracted each one of us to call the area our home. When driving down US 1 in that area, would a 3 story storage unit building or a residential development (likely townhomes or something of that nature due to the small buildable footprint of the property) be more in keeping with the look and feel of Hobe Sound? My answer is a residential development.
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3. There is a church with a school adjacent to that lot. I do not attend that church, however, in light of something that happened to my Mom at the Prime Storage unit 2 miles north of this location, I would be cautious about have a 3 story storage unit next to a church/school. My mom rented a unit at Prime Storage and encountered a lady on drugs inside of the building. The lady apparently spent the night in there. She cornered my Mom and was yelling at her accusing her of stealing money from this lady. Either my Mom or the storage unit staff called the police. My mom wasn't hurt but it was a scary experience.
4. My husband and I live in Poinciana Gardens very near the proposed storage unit. We travel by this property almost daily. A 3 story storage building, no matter nicely it was curated architecturally, would still stick out like a sore thumb in Hobe Sound.
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Please consider these points when that vote comes up.

Thank you. Do good work, for the collective good.
Cheers,
Lynda Smith
6208 SE Amethyst Terrace
HS
772-643-0334

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Lynda Smith Real Estate
To: Stacey Hetherington
Subject: Opposed to Hobe Sound Storage development
Date: Friday, January 24, 2025 5:17:28 PM

Hi Ms. Hetherington,

I have recently learned about the pending zoning change request that will come before the bocc to change the zoning from residential to commercial on the lot adjacent to Bethel Lutheran Church to the south.

Here are some reasons why I urge you not to approve this zoning change request:

1. First and foremost, Hobe Sound is (currently) different from Stuart, Palm CIty, and Jensen. The look and feel of Hobe Sound compared to those other areas of the County is visually less commercialized, and more old Florida. This is an important aspect to the quality of life that we in Hobe Sound have, and is part of what attracted each one of us to call the area our home. When driving down US 1 in that area, would a 3 story storage unit building or a residential development (likely townhomes or something of that nature due to the small buildable footprint of the property) be more in keeping with the look and feel of Hobe Sound? My answer is a residential development.
2. There is currently a significantly sized (per amount of SF) storage unit apprx 2 miles north of this property. This area is not lacking in easily accessible storage unit rental availability.
3. There is a church with a school adjacent to that lot. I do not attend that church, however, in light of something that happened to my Mom at the Prime Storage unit 2 miles north of this location, I would be cautious about have a 3 story storage unit next to a church/school. My mom rented a unit at Prime Storage and encountered a lady on drugs inside of the building. The lady apparently spent the night in there. She cornered my Mom and was yelling at her accusing her of stealing money from this lady. Either my Mom or the storage unit staff called the police. My mom wasn't hurt but it was a scary experience.
4. My husband and I live in Poinciana Gardens very near the proposed storage unit. We travel by this property almost daily. A 3 story storage building, no matter nicely it was curated architecturally, would still stick out like a sore thumb in Hobe Sound.
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Please consider these points when that vote comes up.

Thank you. Do good work, for the collective good.
Cheers,
Lynda Smith
6208 SE Amethyst Terrace
HS
772-643-0334

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RECEIVED
JAN 28 2025
BY: .....

Sharon I. Norris
7933 S.E. Lexington Avenue
Hobe Sound, FL 33455

January 28, 2025

Commissioner Sarah Heard
Commissioner Blake Capps
Martin County
2401 S.E. Monterey Road
Stuart, FL 34996

Subject: Hobe Sound Storage Major Final Site Plan (H164-002)

Dear Commissioners:

The history of this piece of property is that in June of 1987 an investment group of doctors from Boca Raton purchased the property. At the time of the purchase the property was designated A-1 Small Farm District.

In June of 2006 a company by the name of Vineyard II submitted a proposal to the County to change the zoning of the property to RM-8, Medium Density Residential. The proposal indicated the construction of townhomes from the front of the property on U.S. 1 to the flood control canal at the rear of the property, When the residents on Lexington Avenue across from the subject site received notice of a hearing scheduled before the Planning Committee the residents recognized that the proposal did not identify the large amount of wetlands on back half of the property. A location map the County used when the County accepted ownership of the Biele Parcel to the north for conseration indicates some of the wetlands. The Lexington Wood residents notified the County of the wetlands and the County had the property tested and verified the wetlands.

At the County Commission meeting in April of 2006 I served as "intervenor" for the residents directly affected by the project. Following our presentation and the information furnished by County personnel, the Commissioners discussed what the appropriate zoning for the property would be in view of the wetlands limitation. The County personnel noted that considering the wetlands limitation a designation of RS-6 could be applied to the property which would permit some construction on the property

adjacent to U.S.1. As the "intervenor" for the Lexington Avenue residents, I advised the Commissioners that the RS-6 zoning of the property would be acceptable to the Lexington Avenue residents and limit run-off into the canal. The Commissioners discussed the matter and unanimously approved zoning the property RS-6.

To our knowledge no application to builld on the RS-6 zoning was submitted to the County from 2006 until 2023 when we received notice that the owners of the property were applying to change the zoning from RS-6 to General Commercial to construct a large three story storage building on the property. We attended the Planning Committee meeting and the vote was two members against the change and two in favor of the change.

When the subject zoning change application was to be heard by the County Commissioners, I applied to serve as "intervenor" again and the residents did a lot of research and contacted specialists for information. We arrived at the Commission meeting prepared to present the reasons why the property should not be rezoned. Before the Commissioners started the meeting it was announced that the developer requesting the zoning change had submitted their request to remove the rezoning item from the Commission Agenda. At the request of Commissioner Heard the County staff answered Commissioner Heard's questions in order that everyone attending the meeting understood the removal of the item from the Agenda.

We have now received notice that Live Oak Capital Partners has applied to build a 3-story storage facility on the property. The subject property is adjacent to a long established Church and pre-school. In addition to the pre-school, the Church has an active summer camp and the children spend a lot of time outside engaging in various activities. The Church objects to building a storage building adjacent to their property. The surrounding residents of the Oakes across from the property have actively objected to the zoning change. Many of the residents of Poinciana Gardens have also objected to the change. The site is not suitable for commercial development. The flood control canal at the rear of the property should be considered.

The flood control at the rear of the property flows north under Lexington Avenue and on to the intercoastal. The pipe that carries the flow of the canal under Lexington Avenue was originally metal. The County has lined the pipe with a concrete substance due to the fact the road over the pipe is the only entrance and exit to the majority of the homes in Lexington Wood. There is no property available to establish a temporary entrance and exit in order to replace the pipe. The County has constructed lakes on their

property to the south of the site to relieve the flow of storm water in the canal. However, a major rain event could possibly cause flooding. The flow in the canal originates in Poinciana Gardens, flows under U.S. 1 and continues parallel to the rear of the lots on U.S. 1 past the site in question. The runoff from the 3 acres of wetlands on the subject property would add additional water to the canal. The canal flows threw a pipe under Lexington Avenue. The pipe cannot be enlarged as it is the only entrance and exit to a large number of Lexington Wood homes.

I am writing this detailed letter because I am now suffering from severe arthritis in my entire body and am unable to serve as intervenor for my neighbors when this zoning change comes before the Commission.

I would be pleased to meet with any Commissioner who may have additional questions and urge you to vote against the rezoning request when it comes before you.

Thank you.

Respectfully,

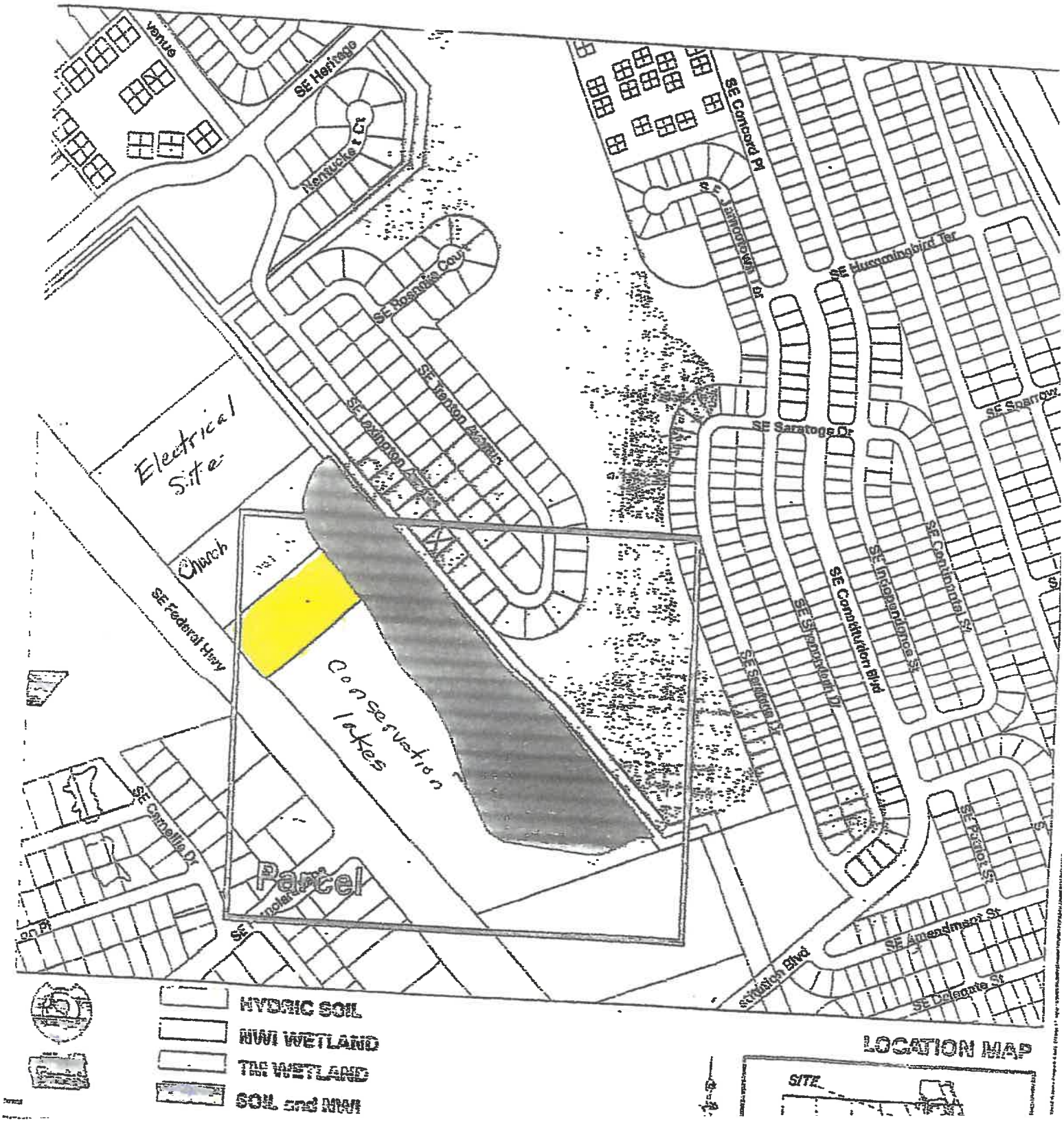
Sharon I. Norris

Sharon I. Norris
Home 772-546-4811
Cell 561-632-9073

Attachment:
County location map from acquisition of
the Biele Parcel documents

cc: Commissioner Edward Ciampi
Commissioner Stacey Hetherington
Commissioner Eileen Vargas
Mr. Brian Elam, PMP, Principal Planner
Martin County

Figure 4. BIELE PARCEL - SOILS AND WETLANDS



From:	Daniel Bernardine
To:	J. Blake Capps; Stacey Hetherington; Eileen Vargas; Sarah Heard; Edward Ciampi
Cc:	Annie Bernardine
Subject:	Opposed to Rezoning Property at 7995 SE Federal Highway, Hobe Sound, FL 33455
Date:	Wednesday, January 29, 2025 11:12:56 PM

Dear Representatives,

I am against the proposed rezoning of the property at 7995 SE Federal Highway, Hobe Sound, FL 33455 from residential to commercial for the purpose of building another storage facility Hobe Sound does not need. We already have several Prime Storage and Storage Rentals of America canvased down US-1 Federal Hwy and two within 2 miles of the proposed location. Additionally, the proposal is for a 2 story storage facility. This will ruin the beauty of Hobe Sounds skyline and increase traffic in the area resulting in an increased risk for motor vehicle accidents and pedestrian risk of injury as well. Please keep this in mind when you make the decision to deny this change in zoning and want to preserve the Hobe Sound we all know and love.

Dan Bernardine, RRT, CES-A, CES-P
ECMO Coordinator
Comprehensive Care Services
Palm Beach Gardens Medical Center
mobile: 313.622.0709

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

Quasi-Judicial

File ID: 25-0486 PHQJ-2 **Meeting Date:** 2/11/2025

PLACEMENT: Public Hearings - Quasi-Judicial

TITLE:

PUBLIC HEARING TO CONSIDER A REQUEST FOR APPROVAL OF MAJOR FINAL SITE PLAN AND PRESERVE AREA MANAGEMENT PLAN (PAMP) FOR THE HOBE SOUND STORAGE PROJECT (H164-002)

EXECUTIVE SUMMARY:

This is a request by Thomas Engineering Group, LLC on behalf of Live Oak Capital Partners for approval of a Major Final Site Plan to construct a 3-story, approximately 94,132 square foot residential storage facility, associated infrastructure and a PAMP on an approximate 4-acre undeveloped property. The property is located east of SE Federal Highway approximately 0.28 miles south of SE Heritage Boulevard, south of the Bethel Lutheran Church in Hobe Sound. Included in this application is a request for a Certificate of Public Facilities Reservation.

DEPARTMENT: Growth Management

PREPARED BY: **Name:** Brian Elam, PMP
Title: Principal Planner

REQUESTED BY: Live Oak Capital Partners (Steve Tedder)

PRESET:

PROCEDURES: Quasi-Judicial

BACKGROUND/RELATED STRATEGIC GOAL:

This is a request by Thomas Engineering Group, LLC on behalf of Live Oak Capital Partners for approval of a Major Final Site Plan to construct a 3-story, approximately 94,132 square foot residential storage facility and associated infrastructure on an approximate 4-acre undeveloped property. The property is located east of SE Federal Highway approximately 0.28 miles south of SE Heritage Boulevard, south of the Bethel Lutheran Church in Hobe Sound. Included in this application is a request for a Certificate of Public Facilities Reservation.

The future land use designation for the subject property is Medium Density with a RS-6, Medium Density Residential zoning district. Access to the property is proposed from one location from SE Federal Highway. The property is abutting conservation land to the south and a church located on medium density land use to the north.

The proposed use is not permitted in the existing zoning and requires approval of a separate

application amending the Future Land Use Map (FLUM) to assign a Commercial General future land use and General Commercial zoning district.

This matter is to be heard by the Local Planning Agency on February 6, 2025. The LPA's recommendation will be forwarded to the Board.

The following supporting materials are provided attached to this agenda item.

Staff Report
Resolution to Approve
Legal Description
Final Site Plan
Preserve Area Management Plan (PAMP)
Application Materials
Landscape Plans
Elevations
Disclosure of Interest
Sample Letter to Surrounding Property Owners
Legal Ad
Sign Posting Affidavit
Public Comment
Resolution to Deny
Staff Presentation

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

1. Move that the Board receive and file the agenda item and its attachments including the staff report as Exhibit 1.
2. Move that the Board adopt the Resolution approving the Final Site Plan and approve the Preserve Area Management Plan for the Hobe Sound Storage project.

ALTERNATIVE RECOMMENDATIONS

None

FISCAL IMPACT:

RECOMMENDATION

The applicant has paid the $9,127.00 application fee and the $290 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

. *Application Information*

HOBE SOUND STORAGE
MAJOR FINAL SITE PLAN

Applicant:	Live Oak Capital Partners (Steve Tedder)
Property Owner:	Employees Money Purchase Pension Plan & Trust of Boca Cardiology Associates Babic & Vinci PA FBO Stephen Babic
Agent for Applicant:	Thomas Engineering Group, LLC (Brandon Ulmer)
County Project Coordinator:	Brian Elam, PMP, Principal Planner
Growth Management Director:	Paul Schilling
Project Number:	H164-002
Record Number:	DEV2022110009
Report Number:	2024_1211_H164-002_DRT_STAFF_FINAL
Application Received:	01/09/2023
Transmitted:	01/11/2023
Date of Report:	03/02/2023
Application Received:	07/12/2023
Transmitted:	07/13/2023
Date of Report:	12/14/2023
Application Received:	05/08/2024
Transmitted:	05/08/2024
Date of Report:	07/16/2024
Application Received:	08/02/2024
Transmitted:	08/07/2024
Date of Report:	10/18/2024
Additional Materials Received:	11/18/2024
Date of Report:	12/11/2024

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320–3131, the County Administrator Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us?accessibility-feedback.

B. Project description and analysis

This is a request by Thomas Engineering Group, LLC on behalf of Live Oak Capital Partners for approval of a Major Final Site Plan to construct a 3-story, approximately 94,132 square foot residential storage facility and associated infrastructure on an approximate 4-acre undeveloped property. The property is located east of SE Federal Highway approximately 0.28 miles south of SE Heritage Boulevard, south of the Bethel Lutheran Church in Hobe Sound. Included in this application is a request for a Certificate of Public Facilities Reservation.

The future land use designation for the subject property is Medium Density with a RS-6, Medium Density Residential District zoning. Access to the property is proposed from one location from SE Federal Highway. The property is abutting conservation land to the south and a church located on medium density land use to the north. The proposed use is not permitted in the existing zoning and requires approval of a separate application amending the Future Land Use Map (FLUM) to assign a Commercial General future land use and General Commercial zoning district.

C. Staff recommendation

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

Section	Division or Department	Reviewer	Phone	Assessment
F	Comprehensive Plan Review	Brian Elam	772-288-5501	Comply
F	ARDP Review	Brian Elam	772-288-5501	Comply
G	Site Design Review	Brian Elam	772-288-5501	N/A
H	Commercial Design Review	Brian Elam	772-288-5501	Comply
H	Community Redevelopment Review	Brian Elam	772-288-5501	N/A
I	Property Management Review	Ellen MacArthur	772-221-1334	N/A
J	Environmental Review	Shawn McCarthy	772-288-5508	Comply
J	Landscaping Review	Karen Sjoholm	772-288-5909	Comply
K	Transportation Review	James Hardee	772-288-5470	Comply
L	County Surveyor Review	Tom Walker	772-288-5928	N/A
M	Engineering Review	Matthew Hammond	772-288-5512	Comply
N	Addressing Review	Emily Kohler	772-288-5692	Comply
N	Electronic File Submission Review	Emily Kohler	772-288-5692	Comply
O	Water and Wastewater Review	Kim McLaughlin	772-546-6259	Comply
O	Wellfields Review	Jorge Vazquez	772-221-1448	N/A
P	Fire Prevention Review	Doug Killane	772-419-5396	Comply
P	Emergency Management Review	Sally Waite	772-219-4942	N/A
Q	ADA Review	Kaitlyn Zanello	772-288-5920	Comply
R	Health Department Review	Juan Lameda	772-219-1200	N/A
R	School Board Review	Nicholas Clifton	772-221-4090	N/A
S	County Attorney Review	Elysse A. Elder	772-288-5925	Ongoing
T	Adequate Public Facilities Review	Brian Elam	772-288-5501	Comply

D. Review Board action

This application meets the threshold requirements for processing as a major development MARTIN COUNTY, FLA., LDR, §10.2.C.1. (2024). Review of this application is required by the Local Planning Agency (LPA) and final action by the Board of County Commissioners (BCC). Both the LPA and the BCC meetings must be public hearings MARTIN COUNTY, FLA., LDR, §10.5.F.9. (2023).

Pursuant to Sections 10.1.E. and 10.2.B.2., Land Development Regulations, Martin County, Fla. (2024), 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.

The applicant addressed the non-compliance findings from the staff report dated, October 18, 2024 with the resubmittal dated November 18, 2024. The previous staff reports, and resubmittals are incorporated herein by reference. It shall at all times be the applicant's responsibility to demonstrate compliance with the Comprehensive Growth Management Plan (CGMP), Land Development Regulations (LDR) and the Code.

E. Location and site information

Parcel number:	343842000140001406
Address:	Unassigned
Existing zoning:	RS-6, Medium Density Residential District
Future land use:	Medium Density
Nearest major road:	SE Federal Highway
Gross area of site:	4.01 acres
Non-residential gross floor area:	30,655 square feet

Table 1: Abutting Properties Details

Direction	**Development**	**Future Land Use**	**Zoning**
Direction	Development	Future Land Use	Zoning
North	Church	Medium Density	RM-8 – Medium Density Residential
South	Undeveloped	Conservation	PC – Public Conservation District
East	ROW	N/A	N/A

Figure 1: Location Map

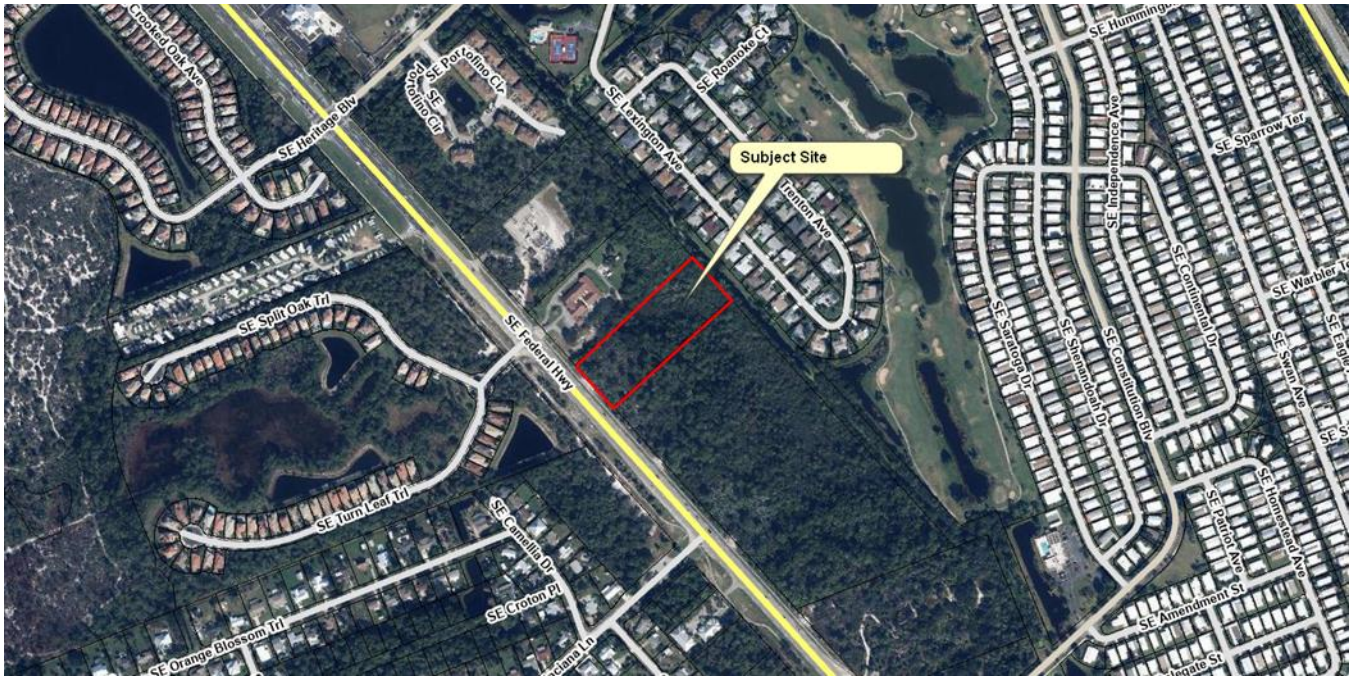


Figure 2: Subject Site Aerial

Figure 3: Zoning Atlas

Figure 4: Future Land Use Map

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

CONTINGENCY ON FUTURE LAND USE CHANGE

The proposed use is not permitted in the existing zoning and requires approval of a separate application amending the Future Land Use Map (FLUM) to assign a Commercial General future land use and General Commercial (GC) zoning district.

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

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

Findings of Compliance:
Staff has reviewed this application 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.

Information #1:
NOTICE OF A PUBLIC HEARING:
The notice of a public hearing regarding development applications shall be mailed at least 14 calendar days (seven calendar days if the application is being expedited pursuant to section 10.5.E.) prior to the public hearing by the applicant to all owners of real property located within a distance of 500 feet of the boundaries of the affected property. For development parcels which lie outside of or border the primary urban service district, the notification distance shall be increased to 1000 feet. In addition, notice shall be mailed to all homeowner associations, property owners associations, condominium associations and the owners of each condominium unit within the notice area MARTIN COUNTY, FLA., LDR §10.6.E.1. (2019).

Information #2:
LAND CLEARING
No land clearing is authorized prior to the pre-construction meeting for the project. Authorization for clearing to install erosion control devices and preserve barricades will be granted at the pre-construction meeting. No additional land clearing shall commence until a satisfactory inspection of the required control structures and barricades has been obtained. Authorization for the relocation of gopher tortoises within the development, as provided for by applicable state agency permits may be granted by the Growth Management Department MARTIN COUNTY, FLA., LDR SECTION 10.14.C. (2023).
Information #3:
PARKING RATE ADJUSTMENT
Applicant received approval for a parking rate adjustment pursuant MARTIN COUNTY, FLA., LDR SECTION 4.625. (2009).

H. Determination of compliance with urban design and community redevelopment requirements – Community Redevelopment Department

Commercial Design

Findings of Compliance:
Development review staff have reviewed the application and finds that it complies with Article 4, Division 20, Commercial Design Standards of the Martin County Land Development Regulations.

Community Redevelopment Area

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

I. Determination of compliance with the property management requirements – Engineering Department

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

J. Determination of compliance with environmental and landscaping requirements – Growth Management Department

Environmental

Finding of Compliance:
The Growth Management Department Environmental Division staff has reviewed the application and finds it in compliance with the applicable land development regulations. A Preserve Area Management Plan (PAMP) will be approved with the development order that will establish a 2.16-acre wetland preserve area, a wetland buffer (0.33 acres) comprised of rare, unique upland habitat (maritime hammock) and a upland preserve (0.14 acres) comprised of upland scrub. The total area under preservation for the site will be approximately 2.61 acres or about 65% of the site.

INFORMATIONAL COMMENT:
After a county development order is issued, the property owner and/or agent is responsible for obtaining a gopher tortoise relocation permit from Florida Fish and Wildlife Conservation Commission (FWC). All necessary permits, or a current 100% gopher tortoise survey showing no gopher tortoises exist onsite, shall be submitted to the growth management department, environmental division for review. The gopher tortoise survey shall be no greater than 90 days old at the time of review. No land clearing will be authorized until this information is received. No land clearing, including installation of erosion control barricades, can take place prior to the pre-construction meeting.

Landscaping

Findings of Compliance
The Growth Management Department staff has reviewed the application and finds it in compliance with the applicable Land Development Regulations regarding landscaping. The applicant has proposed construction of a residential storage facility. The applicant has submitted landscape plans that provide 30,146 s.f. of landscape area which equates to 33% of the 60,526 s.f. development area to document compliance with Section 4.663.A.1., Land Development Regulations, Martin County, Fla. (2013). Pursuant to this regulation a minimum of 20% of the total development area shall be landscaped.

Section 4.663.A.3.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 25 trees for

this project. To demonstrate compliance the applicant has proposed the planting of 46 trees and preservation of 5 existing trees (equal to 13 tree credits) for this 60,526 sq. ft. site.

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 north and south is institutional general so no land use buffer is required.

Section 4.663.A.4.b.1, 2, , and 3., Land Development Regulations, Martin County, Fla. (2013) requires one 500 s.f. landscape area with 2 trees (3" dbh or greater) for each 5000 s.f. of interior vehicular use area. This project has 8,875 sq.ft. of paving and the applicant is proposing the installation of 8 native trees within the vehicular use area of the site.

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.

Note: Tree Disposition and clearing plans indicate the removal of 4 dead trees within the preserve area. Dead trees provide important wildlife habitat. These trees do not appear will be a hazard for people or structures. Removal would likely cause disturbance of the preserve therefore these trees should not be removed.

K. Determination of compliance with transportation requirements – Engineering Department

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

Compliance with Adequate Public Facilities Ordinance:
This application satisfies the Adequate Public Facilities Standard; it has a De Minimis impact (an impact that would not affect more than one percent of the maximum volume at the adopted level of service of the affected road facility). [Martin County, Fla., LDR Article 5, Division 1, Section 5.3 (2009)]

L. Determination of compliance with county surveyor – Engineering Department

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

M. Determination of compliance with engineering, storm water and flood management requirements – Engineering Services Division

Findings of Compliance

COMPLIANCE WITH ADEQUATE PUBLIC FACILITIES ORDINANCE:

This project will provide the proposed development sufficient services based upon the adopted Level-of-Service for stormwater management facilities.

Findings of Compliance:

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

Division 8- Excavation, Fill, and Mining: The applicant demonstrated in the Engineer's Opinion of Probable Excavation, Fill, and Hauling that the 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.

Division 9- Stormwater Management: The applicant has demonstrated the proposed development will retain the 25-year, 3-day storm event prior to discharging into an adjacent wetland connected to the East Fork Creek drainage basin. The applicant proposed a stormwater system consisting of dry retention areas and supporting drainage infrastructure. The applicant demonstrated the water quality volume is being met in the proposed prior to discharging; thereby, the required attenuation and water quality treatment is in compliance with Division 9.

Division 10- Flood Protection: The site does not fall within a Special Flood Hazard Area. The applicant demonstrated that the minimum finished floor elevation of 17.75 feet NAVD is set at or above the maximum predicted stage of the 100-year 3-day storm event (16.72 feet NAVD); therefore, the applicant demonstrated compliance with Division 10.

Division 14- Parking and Loading: The applicant demonstrated compliance with the parking and loading requirements set forth in Division 14 with the design and layout of the proposed on-site parking facilities.

Division 19- Roadway Design: The applicant has demonstrated compliance with Division 19 with the design of the proposed turn land and connection to SE Federal Highway.

DEVELOPMENT ORDER CONDITIONS:

The Owner is not authorized to haul fill off 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.

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. (2023).

Electronic File Submittal

Findings of Compliance:

The AutoCAD dwg file of the site plan was received and found to be in compliance with Section 10.2.B.2., Land Development Regulations, Martin County, Fla. (2024).

O. Determination of compliance with utilities requirements – Utilities Department

Water and Wastewater Service

South Martin Regional Utility (SMRU) is the water and sewer utility provider for this project. Developments served by SMRU must receive and submit a letter of capacity reservation directly from the Utility. Please contact SMRU to obtain a reservation letter to demonstrate utility compliance. [ref. South Martin Regional Utility, Regulations, Policies, and Procedures; Section 1.2 "Utility Capacity Reservation Process"]

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

Finding of Compliance

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

Applicant agrees to comply with documented requests.

The drive aisle has limited staging capabilities for fire apparatus. A fire lane needs to be created beyond the roadway at the FDC location.

Standpipes will be required in the structure.

Emergency Management

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

Findings of Compliance:

The Public Works Department staff has reviewed the application and finds it in compliance with the applicable Americans with Disability Act requirements. [2020 Florida Building Code, Accessibility, 7th Edition]

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.

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

The following is a summary of the review for compliance with the standards contained in Article 5.32.D of the Adequate Public Facilities LDR for a Certificate of Adequate Public Facilities Reservation.

Potable water facilities service provider - SMRU
Findings - Positive Evaluation
Source – SMRU
Reference - see Section O of this staff report

Sanitary sewer facilities service provider - SMRU
Findings - Positive Evaluation
Source – SMRU
Reference - see Section O of this staff report

Solid waste facilities
Findings - In Place
Source - Growth Management Department

Stormwater management facilities

Findings - Positive Evaluation
Source - Engineering Services Department
Reference - see Section M of this staff report

Community park facilities
Findings - In Place
Source - Growth Management Department

Road's facilities
Findings - Positive Evaluation
Source – Engineering Services Department
Reference - see Section M of this staff report

Mass transit facilities
Findings - Positive Evaluation
Source - Engineering Services Department
Reference - see section K of this staff report

Public safety facilities
Findings – In Place
Source - Growth Management Department
Reference - see Section P of this staff report

Public school facilities
Findings – N/A
Source - Growth Management Department
Reference - see Section R of this staff report

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

U. Post-approval requirements

After approval of the development order, the applicant will receive a letter and a Post Approval Requirements List that identifies the documents and fees required. 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. Once submitted, a unique Sharebase link will be provided to the agent via email. CDs and Flash Drives are no longer accepted for post approval submittals. The 24" x 36" plans should be submitted rolled and in separate sets as

itemized below. Please note, the Public Works Department still requires a blank flash drive for the plans that will be stamped as part of post approval process. This flash drive will be distributed to the applicant/engineer of record at the pre-construction meeting. This blank flash drive now needs to be **brand new, unopened in the original package.**

Item	Description	Requirement
1.	Response to Post Approval Requirements List	The applicant will submit a response memo addressing the items on the Post Approval Requirements List.
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.
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.
4.	Warranty Deed	One (1) copy of the recorded warranty deed if a property title transfer has occurred since the site plan approval. If there has not been a property title transfer since the approval, provide a letter stating that no title transfer has occurred.
5.	Unity of Title	Original executed version Unity of Title in standard County format or one (1) copy of the existing recorded Unity of Title for the subject property. **Please note the unity of title form has been updated to include witness addresses, please utilize updated form on County's website.**
6.	Construction Plans	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. Rolled.
7.	Approved Final Site Plan	One (1) copy 24" x 36" of the approved final site plan.
8.	Approved Landscape Plan	One (1) 24" x 36" copy of the approved landscape plan signed and sealed by a landscape architect licensed in the State of Florida.

Item	Description	Requirement
9.	Approved Elevations	One (1) 24” x 36” copy of the approved elevation drawings signed and sealed by a licensed architect.
10.	Digital Copy of Site Plan	One (1) digital copy of site plan in AutoCAD 2010 – 2014 drawing format (.dwg). The digital version of the site plan must match the hardcopy version as submitted.
11.	Engineer’s Design Certification	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.
12.	South Martin Regional Utilities Reservation	Proof of capacity reservation and fees paid to South Martin Regional Utilities (SMRU). The original agreement and payment shall be coordinated directly with SMRU prior to submittal of the post approval package to Growth Management.
13.	Flash/Thumb Drive	One unopened (1) blank USB flash/thumb drive, in the original package, which will be utilized to provide the applicant with the approved stamped and signed project plans at the pre-construction meeting.

V. Local, State, and Federal Permits

Approval of the development order is conditioned upon the applicant's submittal of all required applicable Local, State, and Federal Permits to Martin County prior to scheduling the pre-construction meeting.

W. Fees

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

Fee type:	*Fee amount:*	*Fee payment:*	*Balance:*
Application review fees:	$9,127		$0.00
Inspection fees:	$4,000		$4,000
Advertising fees *:			
Recording fees **:			
Impact fees***:			

* Advertising fees will be determined once the ads have been placed and billed to the County.
** Recording fees will be identified after the post approval package has been submitted.
***Impact fees are required at building permit.

X. General application information

Applicant:	Live Oak Capital Partners Steve Tedder 430 Plasters Avenue NE, Suite 200 Atlanta, Georgia 30324 404-202-6121 stedder@liveoakcp.com
Owner:	Employees Money Purchase Pension Plan & Trust of BOCA Cardiology Associates Babic & Vinci PA FBO Stephen Babic Stephen Babic MD TTEE 7155 Queenferry Circle Boca Raton, Florida 33496
Agent:	Thomas Engineering Group, LLC Brandon Ulmer 125 West Indiantown Road, Suite 206 Jupiter, Florida 33458 561-203-7503 bulmer@thomaseg.com
Engineer of Record:	Thomas Engineering Group, LLC Brandon Ulmer 125 West Indiantown Road, Suite 206 Jupiter, Florida 33458 561-203-7503 bulmer@thomaseg.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/Wastewater Service Agreement

Z. Attachments

Prepared By:
Martin County Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

[blank space above reserved for recording information]

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 25-

[REGARDING FINAL SITE PLAN APPROVAL
FOR HOBE SOUND STORAGE
WITH A CERTIFICATE OF PUBLIC FACILITIES RESERVATION]

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

1. Live Oak Capital Partners, submitted an application for the approval of a major final site plan for the Hobe Sound Storage Project, located on lands legally described in Exhibit A, attached.

2. The Local Planning Agency considered the application at a properly noticed public hearing on February 6, 2025. The LPA's recommendations were forwarded to the Board of County Commissioners (Board) for consideration.

3. This Board has considered such recommendations.

4. Upon proper notice, this Board considered approval at a public hearing on the application on February 11, 2025.

5. At the public hearings, all interested parties were given an opportunity to be heard.

6. The final site plan for Hobe Sound Storage is consistent with the Comprehensive Growth Management Plan and the Land Development Regulations.

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

A. The final site plan for the Hobe Sound Storage Project is approved. Development of Hobe Sound Storage Project shall be in accordance with the approved final site plan attached as Exhibit B.

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, LDR, 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 Hobe Sound Storage Project null and void.

E. This application is hereby determined to meet the requirements for and shall serve as a Certificate of Public Facilities Reservation as set forth in Section 5.32.D, LDR, Martin County Code.

F. All permits for Hobe Sound Storage must be obtained within one year, by February 11, 2026. Development must be completed within two years, by February 11, 2027.

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

H. Hauling is not permitted. The Owner is not authorized to haul fill off 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.

I. In order to ensure that the drainage/stormwater management system functions as designed and permitted in perpetuity, Owner shall maintain the drainage/stormwater management system according to the Stormwater Management System Maintenance Plan as submitted with the final site plan application. The Maintenance Plan will provide that Owner shall be responsible for performing the specific inspections and maintenance operations on the stormwater management system on-site and off-site as approved by the Growth Management Director at final site plan approval in order to ensure it functions as intended and as approved by County. County shall not have any responsibility in maintaining the system.

J. 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 11TH DAY OF FEBRUARY, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY:_____
CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BY: _____
SARAH HEARD, CHAIR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

BY:_____
ELYSSE A. ELDER
DEPUTY COUNTY ATTORNEY

ATTACHMENTS:

Exhibit A, Legal Description
Exhibit B, Final Site Plan

EXHIBIT A

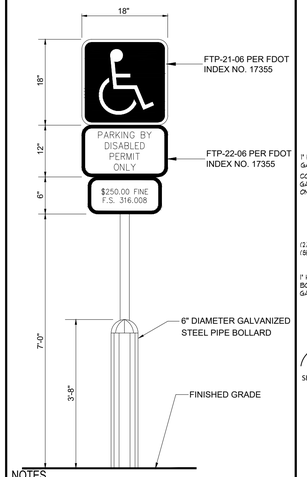
LEGAL DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF RIDGEWAY MOBILE HOME SUBDIVISION AS RECORDED IN PLAT BOOK 7, PAGE 26, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, THENCE RUN NORTH 42°14'43" WEST A DISTANCE OF 3102.67 FEET ALONG THE EAST RIGHT OF WAY OF U.S. #1 TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 42°14'43" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 249.00 FEET, THENCE RUN NORTH 47°45'17" EAST A DISTNAVE OF 700.00 FEET, THENCE RUN SOUTH 42°14'43" EAST A DISTANCE OF 249.00 FEET, THENCE RUN SOUTH 47°45'17" WEST A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING.

PCN: 343842000140001406

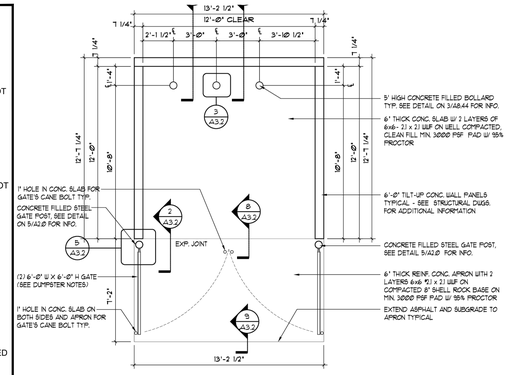
CONTAINING 174,300 SQUARE FEET, (4.00 ACRES) MORE OR LESS

ACCESSIBLE PARKING SIGN



NOTES

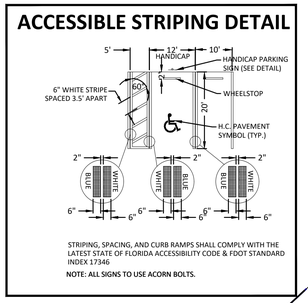
1. HANDICAPPED SIGN WILL BE OF A D.O.T. (BLUE) COLOR PAVEMENT BORDER LINES (ONE ON EACH SIDE) OF THE HANDICAPPED SPACE WILL BE OF A BLUE COLOR OF A QUALITY EQUIVALENT TO SUPER STRIPE TRAFFIC PAINT SOLD BY FOX VALLEY SYSTEMS INC. OF CARY ILLINOIS, PHONE 1-800-323-4770 SHALL BE STRIPED ON THE WEARING SURFACE OF EACH SPACE DESIGNED FOR THE HANDICAPPED SPACE.



1 DUMPSTER PLAN

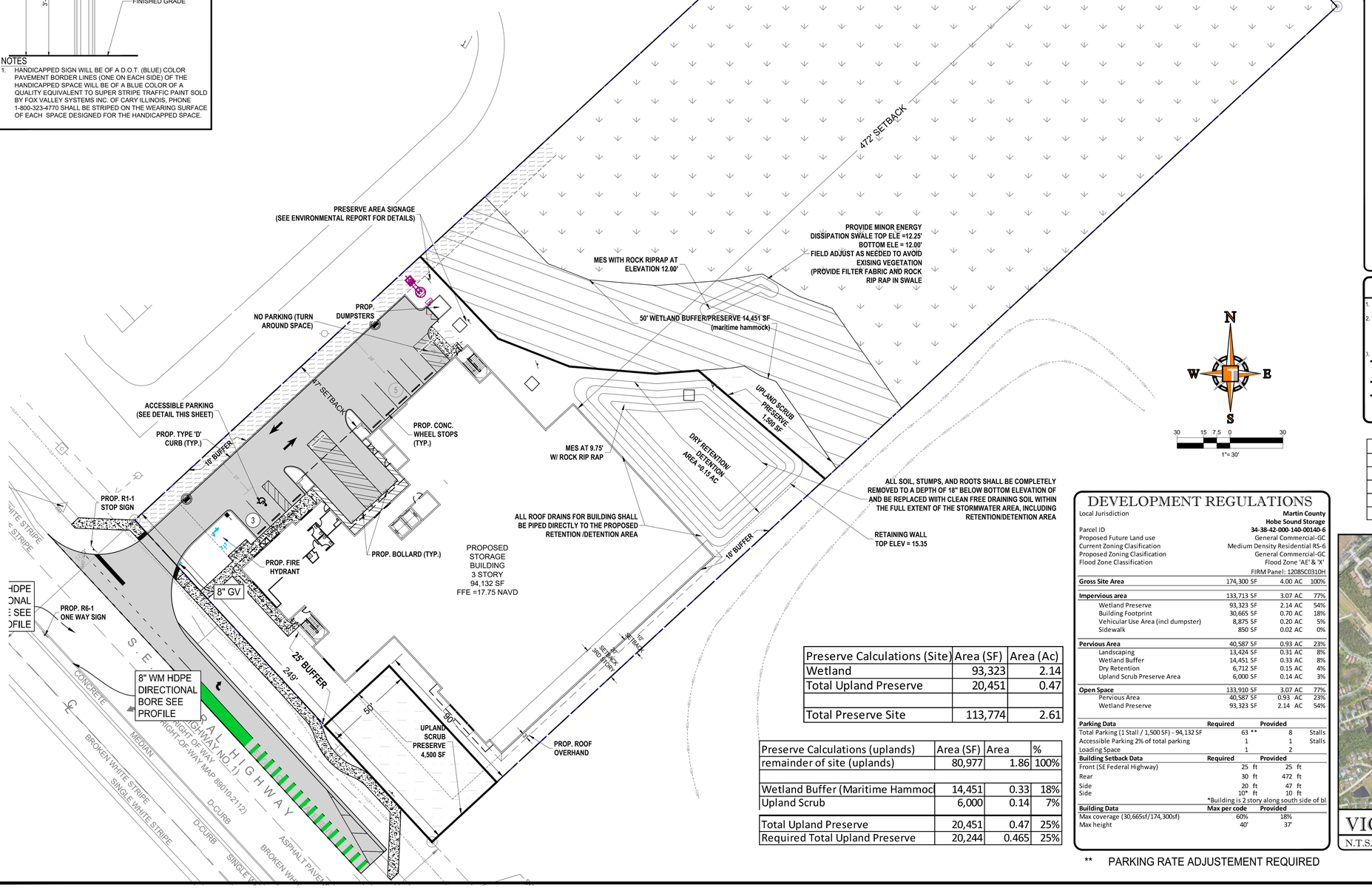
SEE ARCHITECTURAL PLANS FOR CONSTRUCTION DETAILS FOR THE DUMPSTER ENCLOSURE

ACCESSIBLE STRIPING DETAIL



STRIPING, SPACING, AND CURB RAMPS SHALL COMPLY WITH THE LATEST STATE OF FLORIDA ACCESSIBILITY CODE & FDOT STANDARD INDEX 17346

NOTE: ALL SIGNS TO USE ACORN BOLTS.



LEGEND:

- PROPERTY LINE
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- WETLAND
- WETLAND BUFFER
- UPLAND SCRUB PRESERVE
- (3) PROPOSED PARKING SPACE COUNT
- PROPOSED LIGHT POLE FOR PARKING AREA AND DRIVE AISLES

SITE NOTES:

1. ALL PAVEMENT DIMENSIONS SHOWN ARE SHOWN TO EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. OPEN SPACE DIMENSIONS ARE SHOWN TO BACK OF CURB
2. ALL RADII DIMENSIONS ARE 3' UNLESS OTHERWISE NOTED.
3. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION; AND MARTIN COUNTY LAND DEVELOPMENT CODE.
4. FREE STANDING SIGNAGE SHOWN ONLY FOR REPRESENTATIONAL PURPOSES, AND SHALL BE PERMITTED SEPARATELY.
5. ALL WORK WITHIN THE MARTIN COUNTY R.O.W. SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) AND THE DESIGN STANDARDS (LATEST EDITION).
6. MAINTENANCE OF TRAFFIC PLAN FOR WORK ZONES SHALL BE IN CONFORMANCE WITH ALL APPLICABLE INDEXES OF THE FDOT DESIGN STANDARDS ALONG SE FEDERAL HIGHWAY.
7. ANY DAMAGED SIDEWALK OR CURB WITHIN THE MARTIN COUNTY R.O.W. SHALL BE REMOVED AND REPLACED.
8. ALL SIDEWALKS WITHIN MARTIN COUNTY R.O.W. SHALL COMPLY WITH FDOT STANDARD INDEXES AND BE CONSTRUCTED OF A MINIMUM 6" THICK FDOT CLASS I NON-STRUCTURAL 3,000 PSI CONCRETE WITH FIBER MESH. ALL TRUNCATED DOMES SHALL BE INSTALLED PER FDOT INDEXES
9. ALL DISTURBED AREAS WITHIN THE MARTIN COUNTY R.O.W. WILL BE SODDED.
10. ALL PROHIBITED EXOTIC PLANT SPECIES SHALL BE REMOVED FROM THE SITE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. PERPETUAL MAINTENANCE IS REQUIRED TO PROHIBIT THE REESTABLISHMENT OF INVASIVE EXOTIC SPECIES WITHIN PRESERVATION AREAS AND PLANTED LANDSCAPE OR LAKE LITTORAL AREAS AS PROVIDED ON THE PLANS APPROVED WITH THE DEVELOPMENT ORDER.
11. IT SHALL BE UNLAWFUL TO ALTER THE APPROVED SLOPES, CONTOURS, OR CROSS SECTIONS OR TO CHEMICALLY MECHANICALLY, OR MANUALLY REMOVE, DAMAGE, OR DESTROY ANY PLANTS IN THE LITTORAL OR UPLAND TRANSITION ZONE BUFFER AREAS OF CONSTRUCTED LAKE EXCEPT UPON THE WRITTEN APPROVAL OF THE GROWTH MANAGEMENT DIRECTOR, AS APPLICABLE. IT IS THE RESPONSIBILITY OF THE OWNER OR PROPERTY OWNERS ASSOCIATION, ITS SUCCESSOR OR ASSIGNS TO MAINTAIN THE REQUIRED SURVIVORSHIP AND COVERAGE OF THE RECLAIMED UPLAND AND PLANTED LITTORAL AREA
12. PRESERVE AREAS ARE NOT TO BE ALTERED WITHOUT WRITTEN PERMISSION OF THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

PRESERVE NOTE

1. ALL PRESERVE AREAS SHALL BE MAINTAINED IN ACCORDANCE WITH THE APPROVED PRESERVE AREA MANAGEMENT PLAN (PAMP).
2. ALL PROHIBITED EXOTIC PLANT SPECIES SHALL BE REMOVED FROM THE SITE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. PERPETUAL MAINTENANCE IS REQUIRED TO PROHIBIT THE REESTABLISHMENT OF INVASIVE EXOTIC SPECIES WITHIN PRESERVATION AREAS AND PLANTED LANDSCAPE OR LAKE LITTORAL AREAS AS PROVIDED ON THE PLANS APPROVED WITH THE DEVELOPMENT ORDER.
3. PRESERVE AREA SETBACK.
   - ** NEW CONSTRUCTION (INCLUDING FILL PROPOSED ADJACENT TO WETLAND BUFFER ZONES AND UPLAND PRESERVE AREAS) SHALL BE SET BACK A MINIMUM OF TEN FEET FOR PRIMARY STRUCTURES;
   - ** SETBACKS FOR ACCESSORY STRUCTURES, SUCH AS, BUT NOT LIMITED TO, POOL DECKS, SCREEN ENCLOSURES AND DRIVEWAYS, SHALL BE FIVE FEET.
   - ** GRADED AREAS ADJACENT TO PRESERVE AREAS SHALL NOT EXCEED A SLOPE OF ONE FOOT VERTICAL TO FOUR FEET HORIZONTAL. ALL SLOPES SHALL BE PROPERLY STABILIZED UPON COMPLETION OF CONSTRUCTION TO THE SATISFACTION OF THE COUNTY ADMINISTRATOR.

General Commercial	Required	Provided
Min. Lot Area (SF)	10,000	174,300
Min. Lot Width (Ft)	80	249
Min. Open Space (%)	20%	23%
Max Building Coverage (%)	60%	18%

DEVELOPMENT REGULATIONS

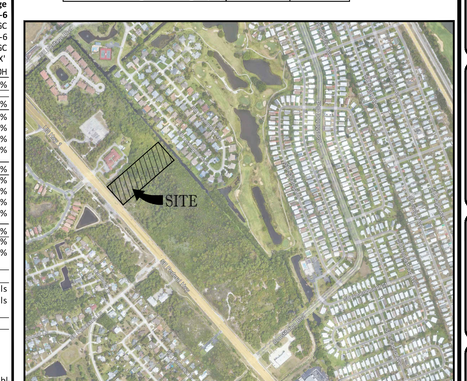
Local Jurisdiction		Martin County	
		Hobe Sound Storage	
Parcel ID		34-38-42-000-140-00140-6	
Proposed Future Land use		General Commercial-GC	
Current Zoning Clasification		Medium Density Residential RS-6	
Proposed Zoning Clasification		General Commercial-GC	
Flood Zone Classification		Flood Zone 'AE' & 'X'	
		FIRM Panel: 12085C0310H	
Gross Site Area	174,300 SF	4.00 AC	100%
Impervious area	133,713 SF	3.07 AC	77%
Wetland Preserve	93,323 SF	2.14 AC	54%
Building Footprint	30,665 SF	0.70 AC	18%
Vehicular Use Area (incl dumpster)	8,875 SF	0.20 AC	5%
Sidewalk	850 SF	0.02 AC	0%
Pervious Area	40,587 SF	0.93 AC	23%
Landscaping	13,424 SF	0.31 AC	8%
Wetland Buffer	14,451 SF	0.33 AC	8%
Dry Retention	6,712 SF	0.15 AC	4%
Upland Scrub Preserve Area	6,000 SF	0.14 AC	3%
Open Space	133,910 SF	3.07 AC	77%
Pervious Area	40,587 SF	0.93 AC	23%
Wetland Preserve	93,323 SF	2.14 AC	54%

Parking Data	**Required**	**Provided**	
Total Parking (1 Stall / 1,500 SF) - 94,132 SF	63 **	8	Stalls
Accessible Parking 2% of total parking	1	1	Stalls
Loading Space	1	2	
Building Setback Data	**Required**	**Provided**	
Front (SE Federal Highway)	25 ft	25 ft	
Rear	30 ft	472 ft	
Side	20 ft	47 ft	
Side	10* ft	10 ft	
	*Building is 2 story along south side of bl		
Building Data	**Max per code**	**Provided**	
Max coverage (30,665sf/174,300sf)	60%	18%	
Max height	40'	37'	

** PARKING RATE ADJUSTEMENT REQUIRED

Preserve Calculations (Site)	Area (SF)	Area (Ac)
Wetland	93,323	2.14
Total Upland Preserve	20,451	0.47
Total Preserve Site	113,774	2.61

Preserve Calculations (uplands)	Area (SF)	Area	%
remainder of site (uplands)	80,977	1.86	100%
Wetland Buffer (Maritime Hammoc	14,451	0.33	18%
Upland Scrub	6,000	0.14	7%
Total Upland Preserve	20,451	0.47	25%
Required Total Upland Preserve	20,244	0.465	25%



VICINITY MAP

N.T.S.

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVENUE
FT. LAUDERDALE, FL 33309
P: 954-202-7000
4950 W. KENNEDY BLVD.
SUITE 600
TAMPA, FL 33609
P: 813-379-4100

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REVISIONS:

REV:	DATE:	COMMENT:	BY:
1	7-29-2024	REV MC STAFF COMMENTS	BMU

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PROJECT No.: FJ160006
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ220006-SITE_PLAN

PROJECT:

CONSTRUCTION PLANS

FOR

HOBE SOUND STORAGE

HOBE SOUND
MARTIN COUNTY, FLORIDA

THOMAS ENGINEERING GROUP
840 SE OSCEOLA STREET
STUART, FL 34994
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BRANDON M. UEMER
No. 68345
PROFESSIONAL ENGINEER
JUN 31, 2024
FLORIDA LICENSE No. 68345
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

FINAL SITE PLAN

SHEET NUMBER:

FSP-1

ELEVATIONS BASED ON NAVD '88

Printed on Wednesday, July 31, 2024, 7:59 AM by Brandon Uemer

O.R.Book #_____ and Page #_____

MARTIN COUNTY, FLORIDA

PRESERVE AREA MANAGEMENT PLAN

For:

HOBE SOUND STORAGE

Martin County

Gomez Grant, Township 39S, and Range 42E

Prepared by:

EW Consultants, Inc.

Approved by/Date:_____

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

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1.0 GENERAL

The owner(s) of the lands to be preserved and maintained by this Preserve Area Management Plan (PAMP) and/or the developer of *Hobe Sound Storage* successors and assigns, and their environmental consultants and contractors, will implement and comply with all portions of this PAMP. This PAMP is referred to as "Hobe Sound Access Storage PAMP" and is intended to cover the areas preserved in native habitat (upland and wetland) in the areas designated as "Preserve Area" on the Master Site Plan.

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

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

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

INTRODUCTION

The *Hobe Sound Storage* project site is located in southeast Martin County, Florida. The overall Hobe Sound Storage property covered by this PAMP comprises 4.0 +/- acres and is generally situated on the east side of U.S. 1, south of Bethel Lutheran Church and west of the drainage canal adjacent to Heritage Ridge Golf Community. The subject parcel is located within Gomez Grant, Township 39S, and Range 42E.

2.0 ENVIRONMENTAL ASSESSMENT

The Environmental Assessment Report appended to the PAMP includes maps and text, which accurately depict the site location, soils, wetlands, uplands, potential listed species, previous impacts, and any other significant environmental features of the overall Hobe Sound Storage property.

2.1 Location – Please refer to the Location Map provided in the Appendix of the Environmental Assessment.

2.2 Soils – Soil types on the property were classified using a Soils Survey of Martin County Area, Florida and a custom soil map depicting the property boundary and soils is included in the Appendix of the Environmental Assessment.

2.3 Habitats – A detailed description of wetland, upland and non-native habitats can be found in the attached Hobe Sound Storage Environmental Assessment Report REVISED May 2024.

2.4 Listed Species Evaluation – A detailed discussion regarding observed and potential listed species on and near the project site is provided in the attached Hobe Sound Storage Environmental Assessment Report REVISED May 2024.

2.5 Previous Impacts – Historic impacts on the site are discussed in the attached Hobe Sound Storage Environmental Assessment Report REVISED May 2024.

2.6 Agency Correspondence – The Environmental Assessment Report contains documentation of our preliminary wetland delineation. Formal verification of the wetland boundary is pending with the ERP Application in process with SFWMD.

3.0 IDENTIFICATION OF PRESERVE AREAS

3.1 Site Plan – The Hobe Sound Storage Preserve Areas subject to this PAMP comprise wetlands, their associated upland buffers, and a native upland area designated as preserve and shown on the Site Plan, a copy of which is included in this PAMP. The Site Plan included in this PAMP provides a summary of the following: acreage of wetlands under preservation; acreage of native upland habitat under preservation.

The Site Plan will contain the notation: "PRESERVE AREAS ARE NOT TO BE ALTERED WITHOUT WRITTEN PERMISSION OF THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS."

3.2 Legal Recording – Once fully approved by Martin County, the *Hobe Sound Storage PAMP* will be recorded with the Martin County Clerk of Courts. The Site Plan and the PAMP will be labeled with the appropriate O.R. Book and Page Number and copies of each recorded document will be provided to the Martin County Environmental Planning Administrator within thirty (30) days of the Recording date.

4.0 SURVEYING, MARKING AND BARRICADING REQUIREMENTS

All Preserve Areas shown in this PAMP for *Hobe Sound Storage* will be surveyed and marked in the field with appropriate survey markers and signage. During the clearing and construction phases of the project, Preserve Area boundaries will be marked by physical barriers. No plant material will be removed from the Preserve Areas to facilitate surveying, fencing or soil boring/sampling without prior permission from the Martin County Environmental Planning Administrator.

4.1 Preserve Area Surveying Requirements – The boundary of the Preserve Areas will be surveyed and marked with permanent monuments at each corner and at other sites necessary for locating the boundary of the Preserve Area. These permanent monuments will be constructed under the supervision of a Registered Land Surveyor and will be shown on the Maps for the Preserve Areas.

Map coordinates of the Preserve Areas will be provided to the Martin County Environmental Planning Administrator, in a form compatible for use in the County's GIS mapping system.

4.2 Preserve Area Boundary Markers and Signs - Preserve Areas will be posted with permanent signs and boundary markers. Boundary Markers will be placed at the corners of the designated preserve area. Preserve Area signs will be at least 11 x 14 inches in size and posted in conspicuous locations along the Preserve Areas, at a frequency of no less than one sign per 500 feet. All boundary markers and signs will be approved by the Martin County Environmental Planning Administrator. Illustrations of the signs and markers to be used for this project are included in the Appendix to this PAMP.

4.3 Barricading Requirements - Prior to clearing, the owner(s) and/or developer will ensure that all Preserve Areas are protected with physical barriers during all clearing and construction activities in accordance with the following guidelines. Barricades will be inspected by County Environmental Division staff prior to work approval. Removal of the barricade materials will be completed upon issuance of the final Certificate of Occupancy with authorization from appropriate County staff.

Barricades (not including turbidity screens) will be high-visibility safety fence or rope extending from the ground to a height of at least 4 feet. Barricades will not be attached to vegetation. All barricades and turbidity screens will be upright and maintained intact for the duration of construction.

Where areas are proposed for clearing (i.e. building envelope, utilities, drainage, road right-of-way, etc.), the high visibility barricades and silt fences will be offset at least 5 feet outside the Preserve Area or placed at the dripline of the canopy trees, whichever is greater. All native vegetation not slated for removal as part of the development plans will be retained in their undisturbed state and will be barricaded at or outside the dripline of the trees. Cut or fill will meet existing grade without encroaching into Preserve Areas.

Wetlands will be protected from possible surface water and sediment runoff by the placement of silt screens, hay bales or other turbidity control measures, at or beyond the delineation line prior to any land clearing or construction.

It is the responsibility of the owner(s) and/or developer of *Hobe Sound Storage* to inform all contractors of these Marking and Barricading Requirements. Failure to comply with these Marking and Barricading Requirements will be considered a violation of the Site Plan approval. Further work on the project may be stopped until compliance with the Marking and Barricading Requirements is achieved, and the owner(s) and/or developer may be required to appear before the Code Enforcement Board.

5.0 USE OF PRESERVE AREAS

5.1 Activities Allowed in the Preserve Areas – Activities allowed in preserve areas are bird watching, nature enjoyment, temporary impacts for the construction of the water control structures which include a culvert and spreader swale as indicated on the master site plan, and restoration activities, as detailed in this PAMP. Mechanized equipment for the strict purpose of implementing restoration and maintenance activities as detailed in Section 6 below is allowed on a limited basis with concurrence from Martin County.

5.2 Activities Prohibited in Preserve Areas - Activities prohibited in Preserve Areas include, but are not limited to: construction or placing of building materials on or above the ground; dumping or placing soil or other substances such as garbage, trash, and cuttings; removal or destruction of native trees, shrubs or other native vegetation except for the strict purpose of implementing restoration and maintenance activities as detailed in Section 6 below; excavation, dredging or removal of soil materials except for the strict purpose of implementing restoration and maintenance activities as detailed in Section 6 below; diking or fencing; vehicular traffic by recreational motorized vehicles including golf carts; permanent irrigation; trimming, pruning, or fertilization; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife conservation and preservation.

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

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

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

6.0 RESTORATION AND MAINTENANCE ACTIVITIES

Except for approved restoration and maintenance activities, Preserve Areas will be left undisturbed. All maintenance of Preserve Areas will be in accordance with this PAMP for *Hobe Sound Storage*. Maintenance and management activities will be performed by or under the supervision of a qualified environmental professional and must be approved by the Martin County Environmental Planning Administrator. The following restoration and maintenance activities may be allowed within Preserve Areas with prior written approval from the Environmental Planning Administrator: Invasive non-native and nuisance plant removal, prescribed fire, re-vegetation or planting native vegetation, and removal of dead, diseased, or safety hazard plant material.

6.1 Invasive Non-Native Vegetation Removal – Invasive non-native vegetation shall be removed from Preserve Areas by the least ecologically damaging method practical. Such methods include hand pulling, hand spading, cutting with hand or chain saws and in-situ treatment with appropriate herbicides. No debris, including dead plants, plant clippings or wood scraps, shall be disposed of in Preserve Areas. Invasive non-native species treated in place for maintenance control may be left to decompose naturally. Any woody plant material and/or plant debris removed from Preserve Areas may be chipped on site and incorporated in the topsoil fill or as mulch in restoration areas, or may be disposed of in a County-approved recycling facility.

An initial restoration program will be implemented for the existing wetlands and 50-foot upland buffer preserve areas within the Hobe Sound Storage site. The initial restoration will be comprised of invasive non-native and nuisance vegetation eradication from the preserve areas, in accordance with the following specifications:

- Eradication will be through herbicide application, hand clearing, and where appropriate, removal of dead material off-site.
- Eradication of woody invasive non-native and nuisance vegetation will be through the cutting/mulching of the trunk followed by treatment of any stumps with an appropriately labeled herbicide.
- Eradication of non-woody invasive non-native and nuisance vegetation will be through application of appropriately labeled herbicide.
- The criterion for acceptance of eradication of invasive non-native and nuisance vegetation will be 100 percent kill immediately after the completion of the eradication activity. If initial eradication efforts do not achieve this criterion, follow up treatment will be conducted.
- Any 0.25 acre-portion of the preserve area exhibiting invasive non-native or nuisance vegetation coverage of five percent or more will trigger the need for additional invasive vegetation control activities.

Herbicides are required for the treatment of all stumps/trunks of woody vegetation to prevent re-growth, and for eradication of non-woody invasive non-native and nuisance vegetation.

- All herbicide application activity will be conducted under the supervision of a Florida Department of Agriculture licensed applicator, certified for application of aquatic herbicides.
- All herbicides applied within the wetland area must be properly labeled for application in wetlands.
- All herbicide applied must include a visible tracer dye in the mix to facilitate observation of treated vegetation.

A maintenance program will be established to prevent regrowth of the invasive non-native and nuisance vegetation. The specifications for this perpetual maintenance program will follow the specification detailed in the eradication of invasive non-native and nuisance vegetation in the above section

6.2 Re-vegetation - Any re-vegetation that may be necessary as a result of invasive non-native or nuisance vegetation removal activities or site construction activities shall consist of native plant species representative of the existing native plant community. This will ensure that the Preserve Areas maintain indigenous plant associations. Figure 2 depicts the typical plant palette and configuration for revegetation areas.

6.3 Vegetation Removal - Dead or diseased plant material may be removed from Preserve Areas upon approval by the Martin County Environmental Planning Administrator. Re-vegetation may be required for any removed plant material. No debris, including dead plants, shall be disposed of in Preserve Areas. Invasive species treated in place for maintenance control may be left to decompose naturally. Any woody plant material and/or invasive non-native or nuisance plant debris removed from Preserve Areas may be chipped on site and incorporated in the topsoil or as mulch in restoration areas, or may be disposed of in a County-approved recycling facility.

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

6.5 Hydrology - Previous or potential drainage impacts will be corrected to the extent technically feasible. Water quality and the rate, timing, and volume of run-off shall recreate natural conditions

for the benefit of onsite wetlands and other waterbodies. Wetlands and waterbodies on adjacent properties shall be protected from adverse impacts.

6.6 Mitigation Plan - There are no proposed impacts to the existing on-site wetlands, therefore there is no proposed mitigation on-site. There will be activities associated with wetland preservation and enhancement that will involve invasive non-native and nuisance plant eradication and re-vegetation with native species (see 6.1 and 6.2 above).

6.7 Re-grading **-** The property exhibits no disturbed features such as man-made berms and ditches.

6.8 Temporary Impacts - Water control structure will be installed in the buffer and at the fringe of the existing wetlands on site. The control structure will result in the temporary disturbance of this small area. Once the control structure is completed, this areas will be re-graded in accordance with section 6.7 above and replanted in accordance with section 6.2 above.

6.9 Heavy Machinery Use - The use of heavy machinery in the preserve areas will be limited to the mulching and/or removal of invasive non-native and nuisance vegetation, and the installation of needed water control structures. Areas disturbed by the use of heavy machinery will be re-graded and replanted.

7.0 PROTECTIVE MEASURES FOR LISTED SPECIES

7.1 Gopher Tortoises - Gopher tortoises could inhabit the Hobe Sound Storage site but were not found during the 100% pedestrian survey. In Florida, gopher tortoises are protected as threatened. Under Florida law, no person may take, possess, transport or sell a Listed Species. No land clearing or construction shall occur until all tortoises within the proposed development areas are relocated to off-site receiver areas as permitted by the FFWCC. During clearing and grubbing operations, equipment operators will be notified of the occurrence of gopher tortoises on-site and instructed to observe for roaming and foraging individuals. Should gopher tortoises be seen during the clearing and grubbing, all equipment operations will be stopped and the gopher tortoises will be captured and relocated accordingly. Once the tortoise(s) have been safely relocated, equipment operation can resume.

7.2 Commensal Species – If necessary, all gopher tortoise relocation efforts will include trapping of protected commensal species that may live in the burrow. These commensal species include but are not limited to the Florida mouse (*Peromyscus floridana*), gopher frog (*Rana aerolata*) and Eastern indigo snake *(Drymarchon corias couperi).*

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

8.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS

The owner(s) and/or developers of *Hobe Sound Storage* Preserve Areas are responsible for the completion and maintenance of the required improvements specified in this PAMP for a period of two years. A bond for 100 percent of the cost of invasive non-native and nuisance vegetation removal, replanting, maintenance and monitoring shall be required for a period of two years from the date the planting is completed. The bond and associated paperwork will be required prior to issuance of a Certificate of Occupancy.

9.0 TRANSFER OF RESPONSIBILITIES

The owner(s) and/or developer of *Hobe Sound Storage* are responsible for implementation of all requirements of this Preserve Area Management Plan until such time as the owner(s) and/or developer transfer(s) responsibility to new owner(s) or a successor(s). The Martin County Environmental Planning Administrator will be notified in writing within thirty (30) days of transfer of ownership of any lands to be preserved under this PAMP. Failure to notify will be considered as non-compliance with the terms of this PAMP. The owner(s) and/or developer will pay his share of total cost of management activities. At such time as the owner(s) and/or developer is ready to transfer control of the *Hobe Sound Storage* to an approved third-party entity, an environmental professional shall certify, in writing, to the Martin County Environmental Planning Administrator, that the Preserve Areas are in full compliance with this PAMP.

The new owner(s) and/or successor will be responsible for maintaining the Preserve Areas in their existing natural condition with the periodic removal of invasive non-native and nuisance vegetation. After transfer of responsibilities, funding for all maintenance and management programs will be the responsibility of all successors.

10.0 MONITORING, REPORTING AND INSPECTIONS

10.1 Monthly Construction Reports – During construction of *Hobe Sound Storage*, the owner(s) and/or developer will be responsible for submitting a monthly report on the progress of *Hobe Sound Storage*, which will address all aspects of the site construction relative to the Preserve Areas. Information regarding construction and maintenance of the Preserve Areas, such as placement of barriers and signage, removal of invasive non-native and nuisance vegetation, re-vegetation, prescribed burns, etc. will be described and supported with photographs, where appropriate.

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

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

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

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

The first Annual Monitoring Report due in compliance with this PAMP will be submitted to the Martin County Environmental Planning Administrator no later than 90 days after completion of the restoration activities. Subsequent Annual Monitoring Reports will be due on the same date for the next four years.

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

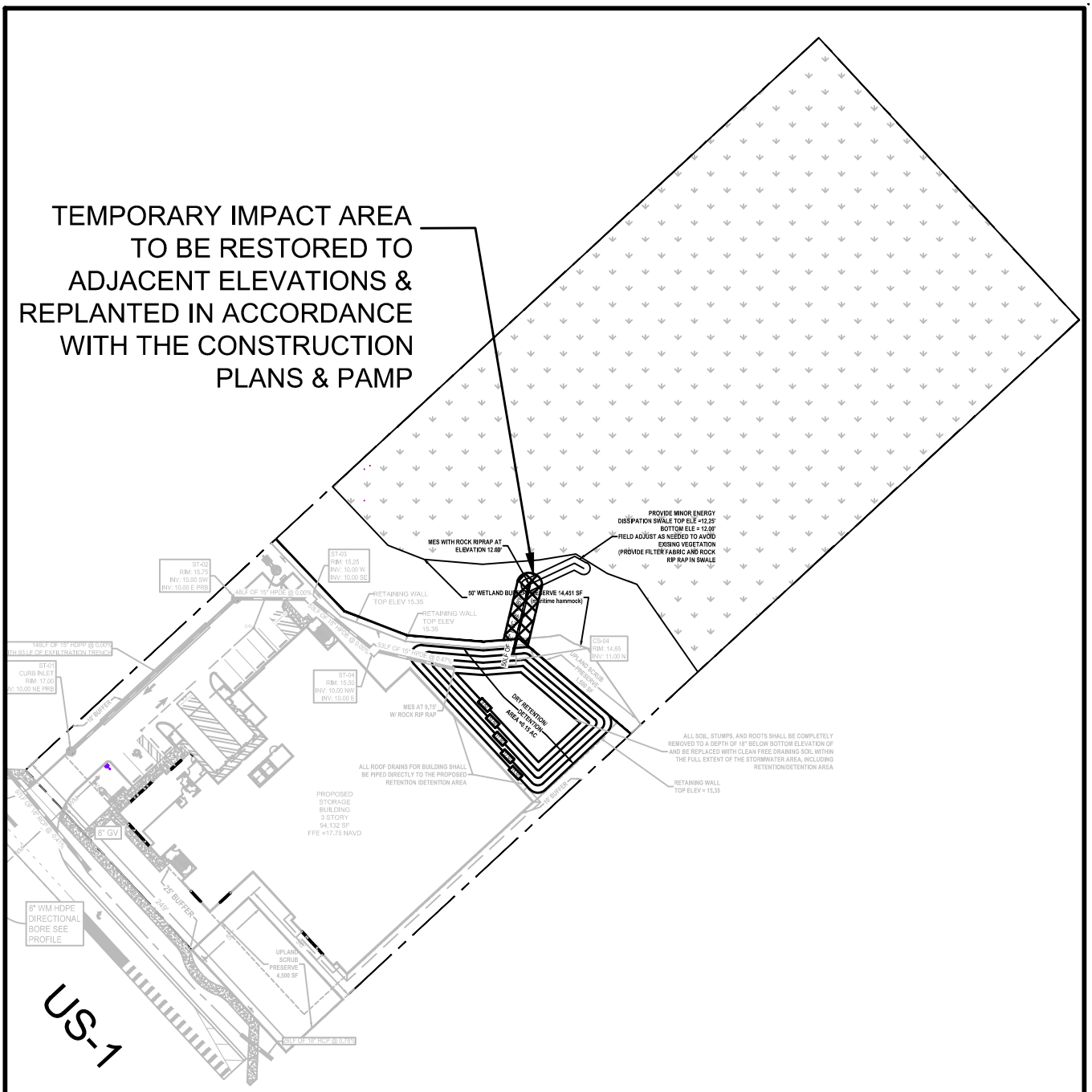
10.3 Inspections - Martin County is authorized to inspect any County regulated site or appurtenance. Duly authorized representatives of Martin County may, at any time, upon presenting proper identification, enter upon and shall be given access to any premises for the purpose of such inspection.

11.0 ENFORCEMENT

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

APPENDIX

Figure 1. Upland Buffer Impact Map
Figure 2. Restoration Plan
Environmental Assessment, Rev 05-2024
Site Plan
Preserve Area Signage
Listed Species Signage/Information



SITE PLAN BY OTHERS

LEGEND

- UPLAND BUFFER TEMPORARY IMPACT (695± SF)

0 100
SCALE IN FEET

HOBE SOUND STORAGE

UPLAND BUFFER IMPACT & RESTORATION MAP

EW CONSULTANTS, INC.
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WEST PALM BEACH, FL 33407
561-291-7950 PHONE 561-530-4908 FAX
WWW.EWCONSULTANTS.COM

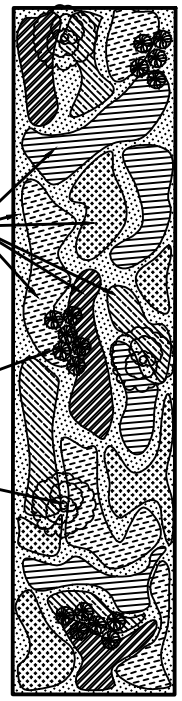
JULY 2024

FIGURE 1

Hobe Sound Limited Access Storage buffer impact.dwg Layout

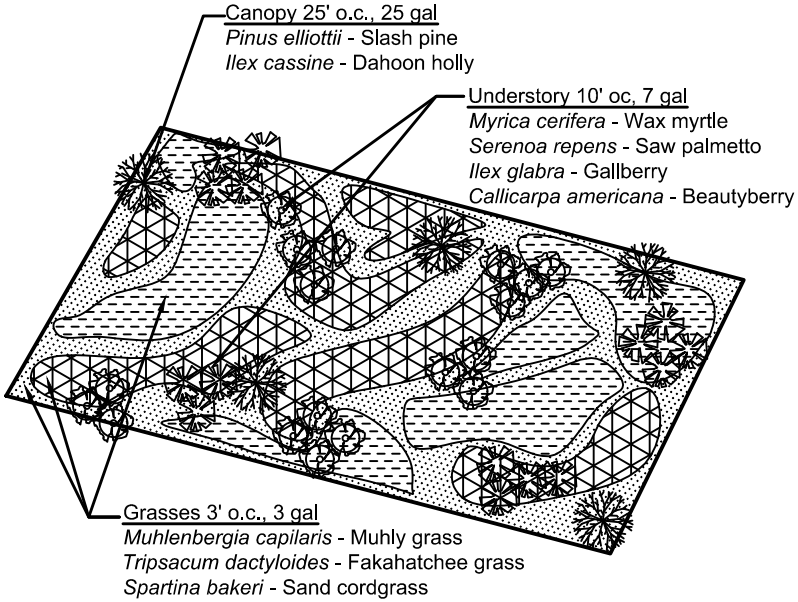
TYPICAL WETLAND RESTORATION
PLANTING PLAN

NTS



TYPICAL UPLAND BUFFER RESTORATION
PLANTING PLAN

NTS



NOTE: PLANTS TO BE INSTALLED AS TO MIMIC NATURAL OCCURRENCE.
MATERIAL MAY BE SUBSTITUTED WITH NATIVE LIKE MATERIAL.

HOBE SOUND STORAGE RESTORATION PLAN

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FIGURE 2

Hobe Sound Limited Access Storage buffer impact.dwg Planting Plan

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

HOBE SOUND STORAGE PARCEL

Environmental Assessment Report

Prepared for:

LIVE OAK CAPITAL PARTNERS

Prepared by:

EW CONSULTANTS, INC.

February 2022
(Revised May 2024)

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2581 Metrocentre Blvd, Suite 1 • West Palm Beach, FL 33407 • 561-291-7950 Phone
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INTRODUCTION

EW Consultants, Inc. (EW) conducted an environmental assessment of the Hobe Sound Storage property located in Hobe Sound, Florida. The subject site covered by this environmental assessment consists of undeveloped land approximately 4.0 acres in size. The site is within Gomez Grant, Township 39 south, and Range 42 east, in unincorporated Martin County. The site is rectangularly shaped and is bordered on the north by Bethel Lutheran Church; on the east by a drainage canal and Heritage Ridge Golf Community; on the west by U.S. 1; and on the south by undeveloped land. Location maps and a 2021 aerial photograph are provided in the Appendix as Figures 1 through 3.

PROPERTY DESCRIPTION AND METHODS

The property currently comprises temperate hardwood hammock, scrub, and wetland habitats. Except for the scrub habitat, the parcel is largely dominated by invasive exotic and nuisance species of vegetation.

Chronological review of historical aerial imagery dating back to 1968 indicates that the subject property had not been previously impacted by development prior to the construction of the adjacent church in the early 1980s in addition to the drainage ditch along the northeast boundary, and the golf course community adjacent to the east side of the drainage ditch. The property to the south has existed in its current undeveloped state. The southwestern property line adjoins U.S. 1 which was constructed prior to 1952. Subsequent imagery from 1984 depicts the approximate current conditions of the site with some shifts in vegetation over time.
UPDATE: the property to the south is under construction as a storm water treatment area by Martin County.

Prior to the site visit, the U.S. Geological Survey 7.5-minute Quadrangle Topographic Map 'Gomez Quadrangle' and a soil survey report for the property, obtained from the USDA (U.S. Department of Agriculture, Natural Resources Conservation Service – Web Soil Survey) were reviewed to determine topographic features and site soil mapping units. Copies of the 2021 Martin County aerial photographs of the parcel were obtained and reviewed to determine potential locations of environmental features.

Pedestrian transects of the parcel were conducted to map approximate locations and boundaries of significant environmental resources, vegetative communities, exotic vegetation, and potential jurisdictional wetland areas. The survey was also conducted to note any occurrence of listed plant or animal species and vegetative communities which would require protection or identification by Martin County or any State or Federal agency.

Wetland protection is mandated under federal, state, and local regulations. The U.S. Army Corps of Engineers (CE) regulates activities in Waters of the United States pursuant to the Clean Water Act (PL92-500 Section 404) as further defined in the CE regulatory program (33 CFR 320-330). The State of Florida Department of Environmental Protection (DEP) has established wetland identification and permitting processes at Chapter 62-330, 62-340, and 62-312 of the Florida Administrative Code (FAC). Current federal and state wetland definitions are derived from the original definition found in 33 CFR 328.3, identifying wetlands as "those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support a prevalence of vegetation typically adapted to life in saturated soil conditions". Delineation of federally regulated jurisdictional wetlands is determined by the Corps of Engineers Wetlands Delineation Manual (USAE Waterways Experiment Station Environmental Laboratory 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (USAE Research and Development Center 2010). Delineation of wetlands regulated by DEP and South Florida Water Management District (SFWMD) is done according to Chapter 62-340 FAC, Delineation of the Landward Extent of Wetlands and Surface Waters. The Florida Wetlands Delineation Manual (Gilbert et al. 1995) serves as a guide to Chapter 62-340. Both manuals, which emphasize the identification of hydric soils, hydrophytic vegetation, and wetland hydrologic conditions in making wetland determinations, were used in this investigation.

SOILS

The soils on the site are mapped as Waveland and Lawnwood fine sands depressional, Archbold sand, and Salerno sand. A description of the soil type in its natural condition is listed below. This description is based upon the general characteristics for the soil types as illustrated in the Soils Survey of Martin County Area, Florida and are not necessarily indicative of the exact characteristics of the parcel. A soils map with the site boundary is included in the Appendix as an attachment.

Archbold sand (14) 1.3 acres – This is a deep, nearly level sandy soil that is moderately well drained. The water table is at a depth of 40 to 60 inches for six to nine months in most years. The soil is often found in elevated ridges and knolls in the flatwoods

Salerno Sand (35) 1.2 acres – This soil is a nearly level, poorly drained soil in broad areas of flatwoods. The water table is typically at a depth of less than 10 inches for two to four months during wet seasons, and at a depth of greater than 40 inches for 1 to 4 months during the dry season. The typical natural vegetation is slash pine, saw palmetto, gallberry, fetterbush, wax myrtle, creeping bluestem, broomsedge bluestem, chalky bluestem, pineland three-awn, and panicums.

Waveland and Lawnwood fine sands, depressional (5) 1.5 acres - This poorly drained soil is in depressions typically within flatwoods areas. The soil is ponded for six to nine months or more

in most years. The typical natural vegetation is St. John's wort, needlerush, pipewort, ferns, panicums, maidencane, and other water tolerant grasses.

NATURAL COMMUNITIES AND LAND COVERS

The Guide to the Natural Communities of Florida (Florida Natural Areas Inventory 2010 FNAI) provides classification of natural communities of Florida and was used in this investigation. Approximate location of vegetative community cover type boundaries and other features of the site were mapped in accordance with Florida Land Use Cover and Forms Classification Systems Handbook (Florida Department of Transportation 1999) (FLUCFCS).

Field reconnaissance and aerial photograph interpretation were employed in the mapping effort of the vegetative communities on the subject site. The vegetative community descriptions include discussions of potential wildlife habitat in those communities. A land cover map of the observed community types with acreage is included as Figure 4 in the Appendix.

425—Temperate Hardwood Hammock 0.60 acres
This area meets the FNAI designation of a Maritime Hammock (1650) and is mapped as Temperate Hardwood Hammock as the prevailing FLUCFCS upland habitat on the central portion of the site. The canopy is dominated by red bay, and dahoon holly with occurrences of cabbage palm, slash pine and non-native earleaf acacia and melaleuca. The subcanopy includes a combination of dahoon holly, myrsine, wax myrtle and red bay, with numerous non-native earleaf acacia, java plum, Brazilian pepper, and scattered melaleuca. The understory and groundcover are dominated by saw palmetto with scattered gallberry, gumbo limbo saplings, cocoplum, wild coffee, cinnamon fern, swamp fern, grape vine, and smilax vine. Non-native species within this lower stratum include downy rose myrtle and Brazilian pepper. This habitat is subject to upland preservation requirements.

436 – Upland Scrub, Pine, and Hardwoods – 1.26 acre
This area meets the FNAI designation of Scrub (1210) and is mapped as Native Upland Scrub, Pine, and Hardwoods as the prevailing FLUCFCS habitat within the most westerly portion of the property. This area is dominated by scattered sand pine, scrub oak, sand live oak, chapman's oak with a dense understory and groundcover of saw palmetto, sand pine, hog plum, love vine, sparse grape vine, lichen, wild coffee, rusty lyonia, fetterbush, scattered flag pawpaw, and tar flower. This habitat is subject to upland preservation requirements.

619/630 - Exotic Wetland Hardwoods /Wetland Forested Mixed – 2.14 acres
This area meets the FNAI designation of an Exotic Wetland Hardwood habitat and Other Wetland Forested Mixed habitat (7400/2240) and are mapped as Exotic Wetland Hardwoods /Wetland Forested Mixed as the prevailing FLUCFCS habitat on this portion of the site. This wetland habitat is dominated by non-native species, particularly Brazilian pepper. Brazilian pepper often develops into a monoculture because of the dense canopy coverage and root structures which restricts the establishment of native vegetation. In addition, parts of the eastern

portion of the site consist of mixed wetland forest habitat. The canopy and subcanopy contains occurrences of native red bay, red cedar, red maple, dahoon holly, Carolina willow, wax myrtle, saltbush, and buttonbush. Non-native canopy and subcanopy vegetation include clumps of Brazilian pepper, and melaleuca. Other vegetation present in these areas includes some areas of native royal fern, swamp fern, giant sword fern, cinnamon fern, saw grass, lanceleaf arrowhead, grape vine, very dense occurrences of dead grapevine, and smilax vine, as well as non-native lygodium, and downy rose myrtle. This habitat is subject to wetland preservation requirements.

LISTED SPECIES AND WILDLIFE

Listed species of wildlife are found in *Florida's Endangered Species, Threatened Species and Species of Special Concern, Official Lists* (Florida Fish and Wildlife Conservation Commission December 2022) and regulated plants are listed in *Preservation of Native Flora of Florida*, Chapter 5B-40 (Florida Department of Agriculture and Consumer Services, Division of Plant Industry, April 2004). A preliminary series of pedestrian transects were conducted across the property to determine the presence of any listed species. The wetland areas of the property provide significantly reduced foraging and/or nesting habitat for most state and/or federally listed wildlife species, with the adjacent forested uplands as the only remnant natural habitats.

The survey methodologies used for determining the status of State and/or Federally listed wildlife occurrence on the site followed generally accepted protocols as specified in State and Federal guidance documents. The geographic range of the property and its associated habitats, vegetative cover types, and natural or disturbed status were the primary considerations in assessing potential occurrence of listed species.

The protected species evaluations and survey methodologies have been, and will continue to be, addressed on a species-specific basis in accordance with the Florida Fish and Wildlife Conservation Commission (FWC) and U.S. Fish and Wildlife Service (FWS) protocols and techniques relative to the species under consideration.

The State and/or Federally listed wildlife species with potential to occur on the subject site are summarized in the following table. Likelihood of occurrence has been indicated based on species-specific evaluations and best professional judgement, and noted as either observed during site review or likelihood of occurrence as high, medium, or low. A full list of flora and fauna that could potentially occur on or adjacent to the described and surveyed habitats is included in the appendix, all species were considered when surveys were performed.

Table 1. Known and Potentially Occurring Listed Faunal Species

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status *State/Federal*
American alligator	*Alligator mississippiensis*	Wetland and aquatic habitat	Pedestrian transects	L	FT/SA
Bald eagle	*Haliaeetus leucocephalus*	Nest in tall trees (usually pine) near coasts, rivers, lakes and wetlands	Pedestrian transects	M	No longer listed Nest trees protected
Eastern indigo snake	*Drymarchon corais couperi*	A diversity of upland/low land habitat	Pedestrian transects	L	FT
Florida bonneted bat	*Eumops floridanus*	A diversity of forested habitats	Pedestrian transects roost surveys	L	FE
Florida Sandhill crane	*Grus canadensis pratensis*	Breed in emergent palustrine wetlands; forage in pastures/prairies	Pedestrian transects	L	ST
Gopher tortoise	*Gopherus polyphemus*	Sandhills, xeric oak scrub, sand pine scrub, scrubby flatwoods; agricultural lands	Pedestrian transects burrow survey 100% of suitable habitat	M	ST
Little blue heron	*Egretta caerulea*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian transects	L	ST
Red-cockaded woodpecker	*Picoides borealis*	Mature pine woodlands	Pedestrian transects	L	FE
Roseate spoonbill	*Ajaia ajaja*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian transects	L	ST
Tricolored heron	*Egretta tricolor*	Breeding: marshes, swamps, ponds, nest in shrubs and small trees	Pedestrian transects	L	ST
Wood stork	*Mycteria americana*	Estuarine or freshwater wetlands; nest in tops of trees in cypress or mangrove swamps	Pedestrian transects	L	FT

[1] Observed transient [2] Observed nesting and/or resident *O= Observed; H= High probability; M= Medium; L= Low;

FE = Federally-designated Endangered FT = Federally-designated Threatened FXN = Federally-designated Threatened Nonessential Experimental Population FT(S/A) = Federally-designated Threatened species due to similarity of appearance ST = State-designated Threatened SSC = State Species of Special Concern

The site does contain scattered gopher tortoise habitat and one potentially occupied gopher tortoise burrow was observed during the initial site reconnaissance. The gopher tortoise is listed as a threatened species by FWC. A formal gopher tortoise survey is required prior to the commencement of construction activities. If gopher tortoise burrows are found, then a plan for preservation or relocation will be required prior to commencement of any site activities. Relocation of gopher tortoises requires a permit from FWC.

The Eastern indigo snake typically occurs in a variety of native upland and freshwater wetland habitats such as those that occur on this site. No agency-accepted survey protocol exists for this species and the potential for presence of this species is evaluated based on habitat and known recent sightings. While no indigo snakes were observed on site at the time of the site assessment, there is some potential for this species to occur in relation to any gopher tortoise population. However, due to the lack of gopher tortoise burrows either active or abandoned there is a low likelihood for the presence of the eastern indigo snake on the subject site. Standardized and specific construction awareness and notification procedures will be required for the protection of this species during any proposed site development.

The American alligator was not observed within the subject property but this species can occur in any waterbody in Florida therefore, this species has the potential to use the adjacent ditch offsite. Usage of this property by the American alligator, if present, is likely transient.

The property falls just outside the designated consultation area for the Florida scrub jay. Although numerous scrub oaks are present within the subject site and constitute scrub habitat, the relatively small size and isolated nature of the on-site scrub habitat does not provide favorable conditions for Florida scrub jays to utilize the site for foraging and/or nesting.

The wood stork is typically found foraging in ditches, canals, and wetlands with shallow areas of open waters, and nests on woody substrate (shrubs and/or trees) surrounded by shallow, open water areas. There are no wetlands on site that offer the required woody substrate surrounded by shallow open water areas, therefore this species is not expected to nest on site due to the lack of nesting habitat or substrate in conjunction with shallow open water. While the single adjacent ditch offers some potential suitable foraging opportunities, no wood storks were observed on site.

Bald eagles, while no longer listed, remain protected under the Bald and Golden Eagle Protection Act. No bald eagles or bald eagle nests were observed on site. According to the FWC database there is no nest within 2 miles of the site. Due to the presence of suitable nesting trees, there is a moderate chance of utilization by this species.

No other listed wildlife species were observed or expected to be present.

Non-listed wildlife and wildlife signs observed include mourning dove, northern cardinal, northern mockingbird, black vulture, dragonflies, Cuban anole, and raccoon.

Listed plant species observed include royal fern, inflated reflex wild pine air plant, and giant wild pine air plants. The royal fern is listed as commercially exploited and the inflated reflex and giant wild pine is listed as threatened by FDACS. While not observed during the site assessment, the four-petal paw-paw, large flowered rosemary, and Florida perforate lichen are known to occur in scrub habitat.

SUMMARY

Native Habitat

The project site is in unincorporated Martin County; therefore, the development of the property would be subject to Martin County's Comprehensive Plan and Land Development Regulations (LDR's). Martin County requires that a minimum of 25 percent of existing native upland habitat be preserved. Where both common habitat and unique, endangered, threatened, or rare habitat exist on the same site, the first requirement to be met shall be the preservation of 25 percent of the total uplands in unique, endangered, threatened, or rare habitat. The subject property includes approximately 1.86 acres of unique habitat, so approximately 0.46 acres of uplands will be required to be preserved within the temperate hardwood hammock and/or upland scrub area.

In addition, Martin County's LDR's also require tree protection for any native hardwood tree having a diameter of eight inches at breast height (DBH) or greater found within the interior of the site, any native hardwood tree four inches DBH or greater, and any native softwood tree eight inches DBH or greater which is located in the perimeter of the development site. Cabbage palms are not protected.

Removal or eradication of non-native plant species that are included in the County's Prohibited Species List and the adopted additional list of species from the Board of County Commissioners will be required as a condition of development approval. Non-native species from this list that were observed to exist within the subject site include Brazilian pepper, earleaf acacia, melaleuca, old world climbing fern, downy rose myrtle, and java plum.

Wetlands

The site review identified wetland habitat on site that would likely be considered jurisdictional under State and Federal criteria. However, final regulatory decisions as to the presence or absence and boundaries of jurisdictional wetlands is determined by the relevant agencies (South Florida Water Management District). Prior to finalizing site plans, it is recommended that these agencies be consulted to verify jurisdictional wetland boundaries. Martin County requires a 50–foot buffer setback from wetlands that must be preserved in a natural state. If any impacts to the 2.14 acres of jurisdictional wetlands are proposed, then permits and compensatory mitigation will be required.

Listed Species

While the site contains limited habitat for several listed species, most are transient and none were observed during site reconnaissance apart from the gopher tortoise. Although Florida scrub jays are not anticipated to use the site due to the small size of the suitable habitat, a formal survey may be required to verify absence of the scrub jay since suitable habitat may extend off-site to the south. The site does contain gopher tortoise habitat and one potentially occupied gopher tortoise burrow was observed during the site reconnaissance. The gopher tortoise is listed as a threatened species by FWC. A gopher tortoise survey is required prior to the commencement of construction activities and a gopher tortoise relocation permit is required prior to impact to any potentially occupied burrow.

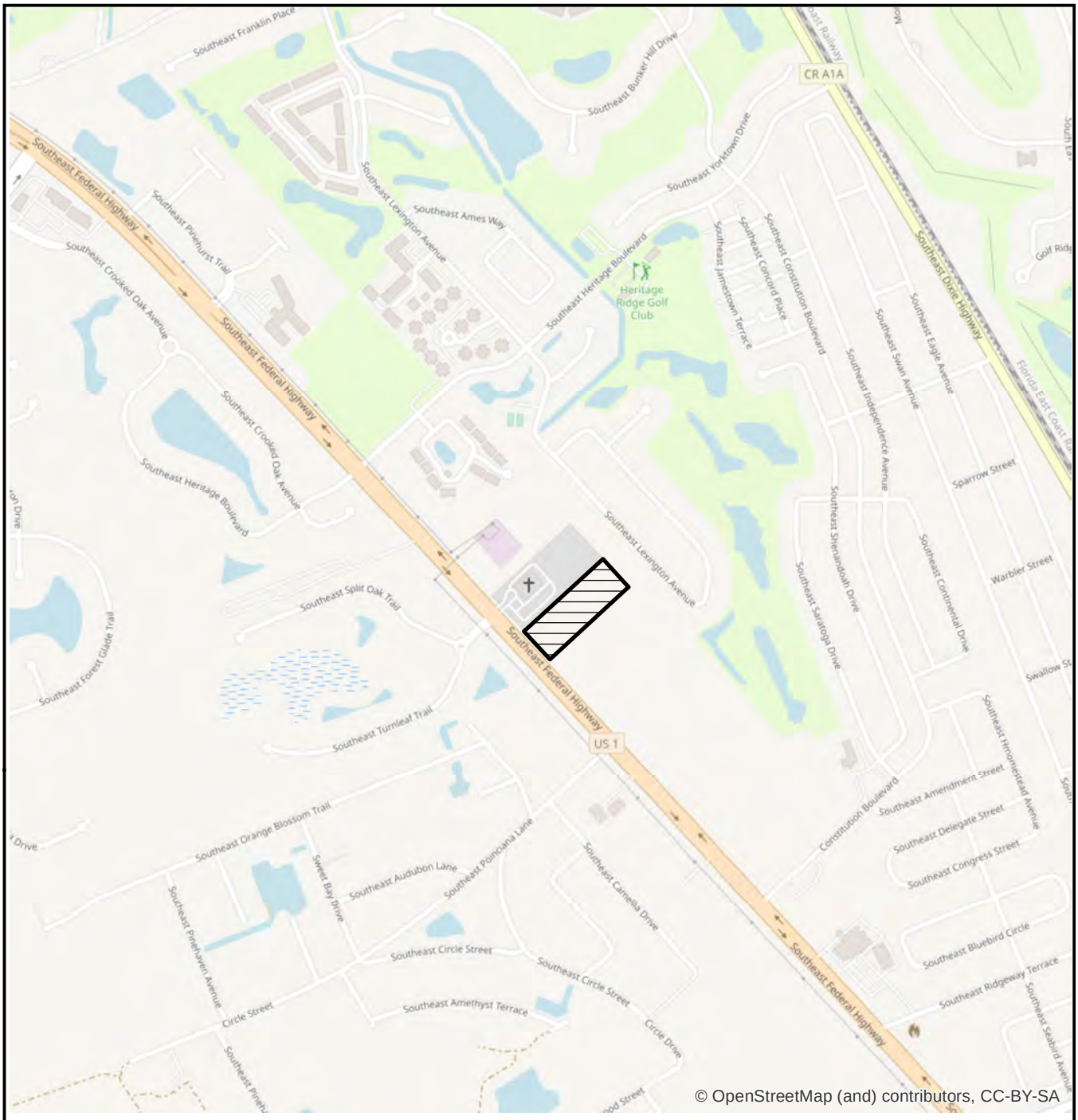
APPENDIX

Maps and Figures:

Figure 1: Location Map
Figure 2: Quad Map
Figure 3: Aerial Map
Figure 4: FLUCCS Map
Figure 5: Wetland Map

Attachment:

USDA Soils Report
Biodiversity Matrix-Rare and Listed Species



LEGEND

- SITE (4.0+/- AC)

0 1,000 Feet

N

HOBE SOUND LIMITED ACCESS STORAGE

LOCATION MAP

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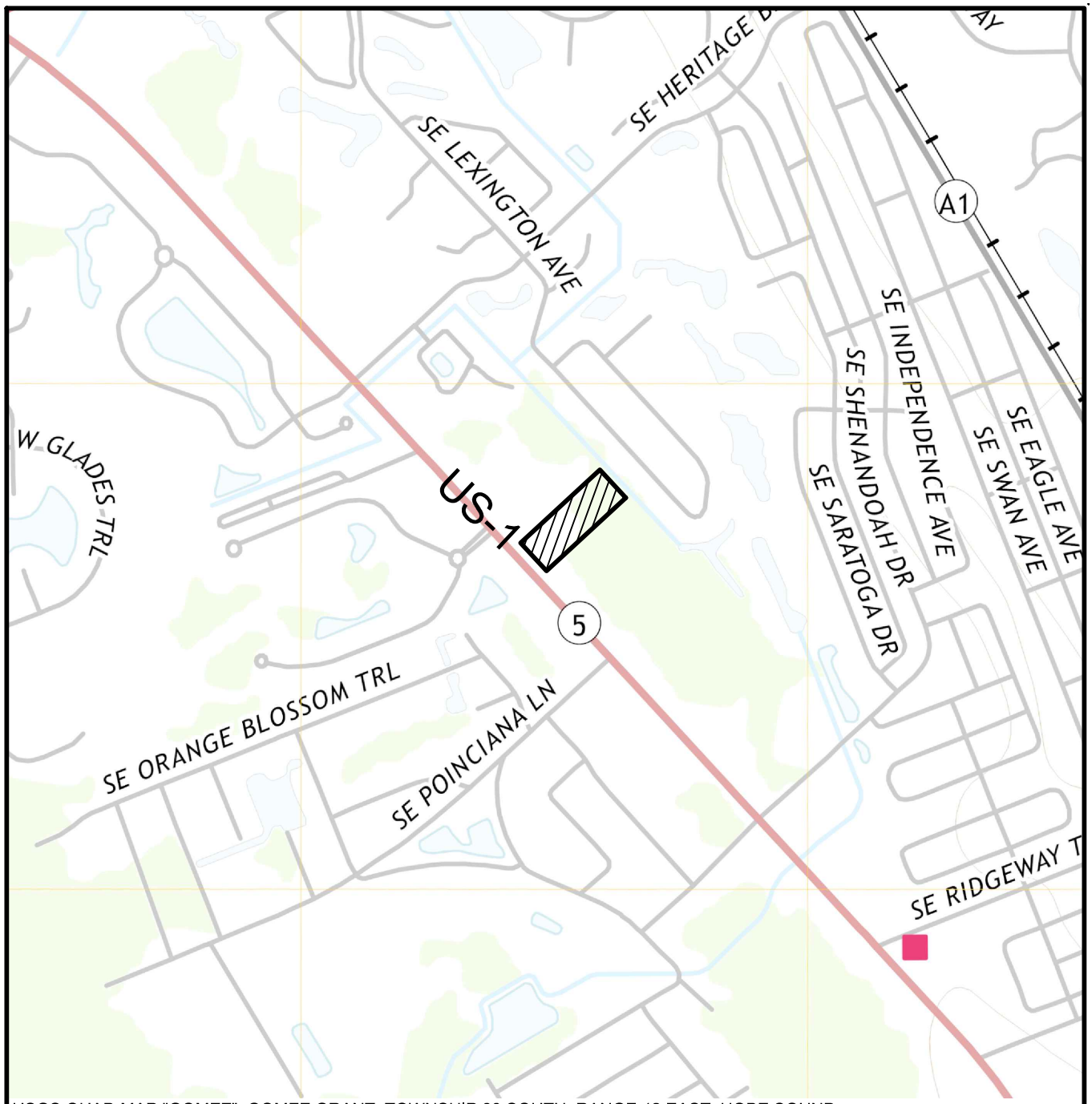
MAY 2024

FIGURE

1



USGS QUAD MAP "GOMEZ", GOMEZ GRANT, TOWNSHIP 39 SOUTH, RANGE 42 EAST, HOBE SOUND, MARTIN COUNTY, FL, LATITUDE 27°06'30.33" LONGITUDE -80°10'02.68"

LEGEND

- SITE (4.0± AC)

0 1000

SCALE IN FEET

HOBE SOUND LIMITED ACCESS STORAGE

QUAD

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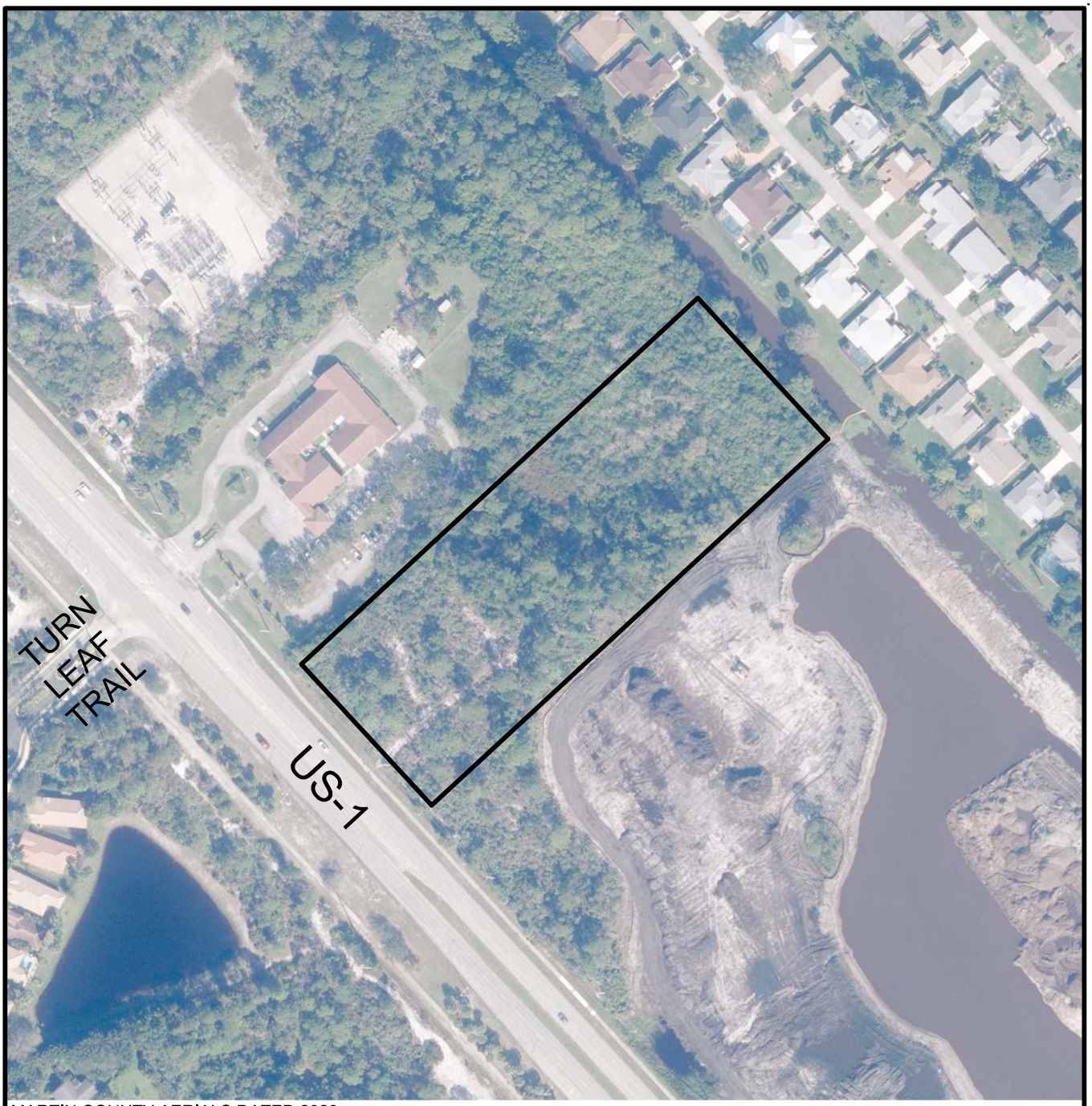
MAY 2024

FIGURE

2

Hobe Sound Limited Access Storage.dwg QUAD



MARTIN COUNTY AERIALS DATED 2023

0 200
SCALE IN FEET

HOBE SOUND LIMITED ACCESS STORAGE

AERIAL

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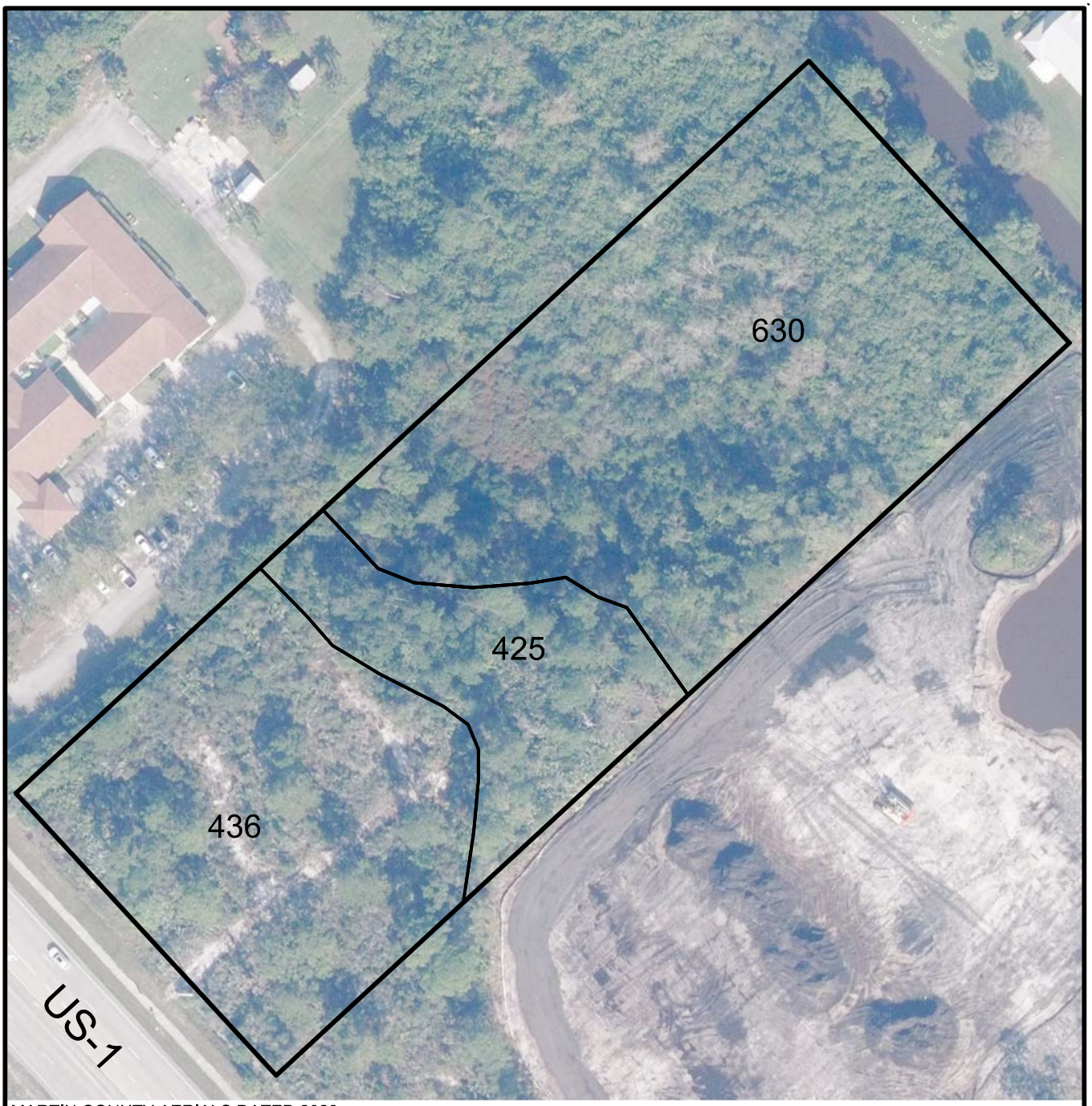
MAY 2024

FIGURE
3

Hobe Sound Limited Access Storage.dwg AERIAL



MARTIN COUNTY AERIALS DATED 2023

LEGEND
425 - TEMPERATE HARDWOOD HAMMOCK (FNAI MARITIME HAMMOCK) (0.60± AC)
436 - UPLAND SCRUB, PINE & HARDWOODS (FNAI SCRUB) (1.26± AC)
630 - WETLAND FORESTED MIXED (FNAI BAYGALL) (2.14± AC)
TOTAL SITE (4.0± AC± AC)

0 100
SCALE IN FEET

HOBE SOUND LIMITED ACCESS STORAGE

FLUCFCS

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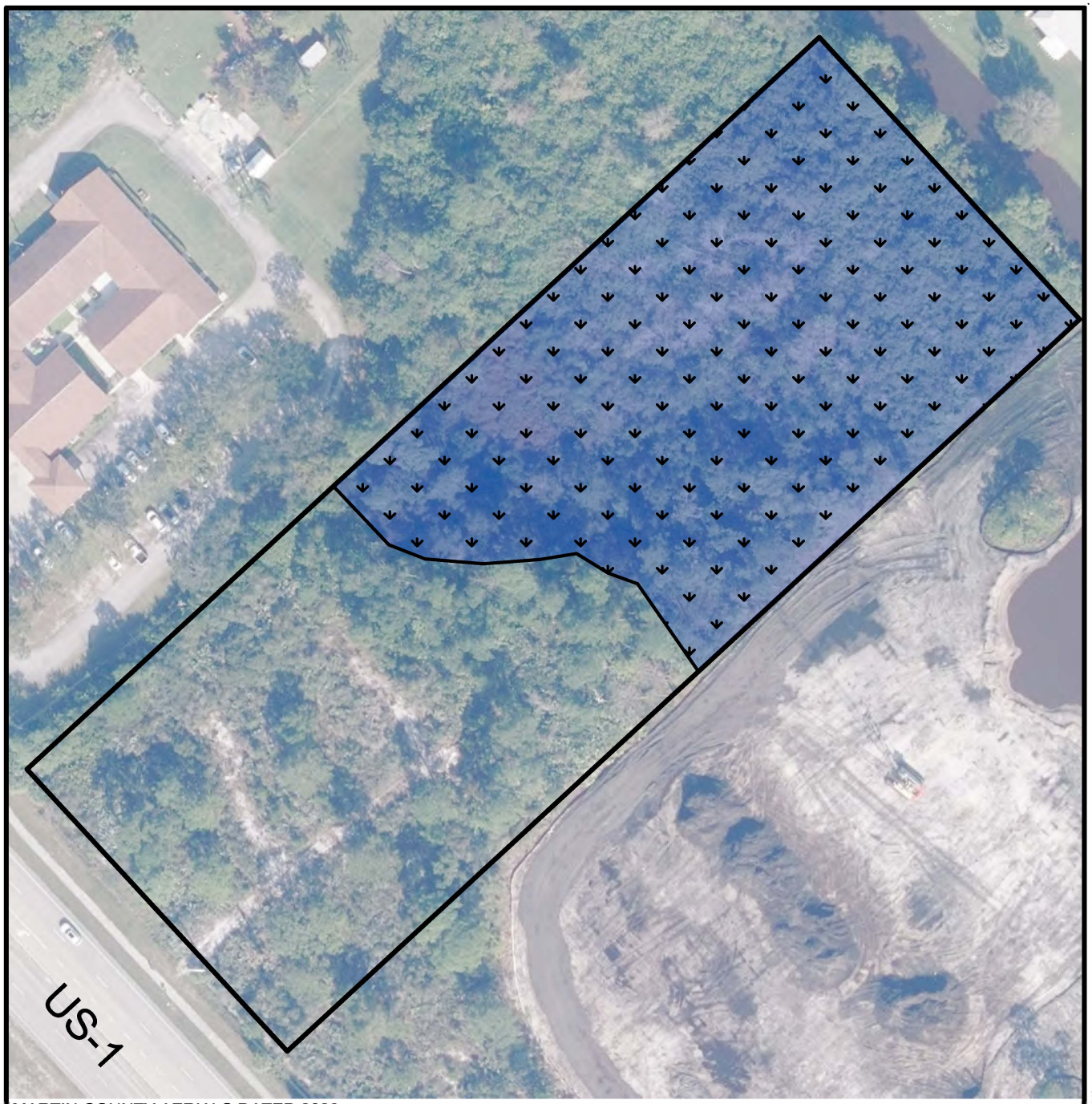
MAY 2024

FIGURE
4

Hobe Sound Limited Access Storage.dwg FLUCFCS



MARTIN COUNTY AERIALS DATED 2023

0 100
SCALE IN FEET

LEGEND

[ ] - WETLAND (2.14± AC)

HOBE SOUND LIMITED ACCESS STORAGE

WETLAND

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561-291-7950 Phone 561-530-4908 Fax
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MAY 2024

FIGURE

5

Hobe Sound Limited Access Storage.dwg WETLAND

Soil Map—Martin County, Florida
(HOBE SOUND LIMITED ACCESS STORAGE)

Map Scale: 1:1,690 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 25 50 100 150

Feet: 0 50 100 200 300

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Martin County, Florida
Survey Area Data: Version 21, Sep 1, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

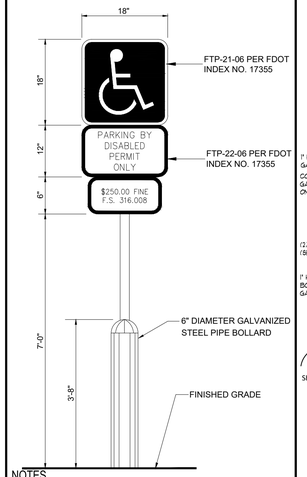
Date(s) aerial images were photographed: Jan 21, 2021—Feb 4, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

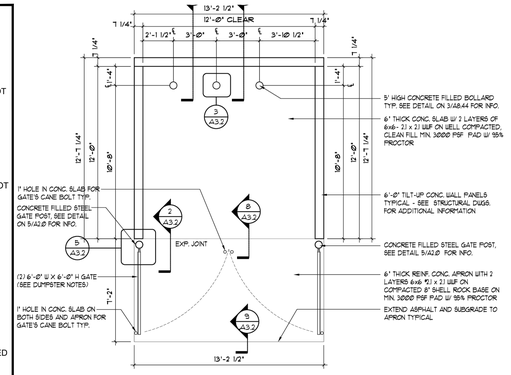
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
5	Waveland and Lawnwood fine sands, depressional	1.5	38.3%
14	Archbold sand	1.3	32.2%
35	Salerno sand	1.2	29.5%
Totals for Area of Interest		**4.0**	**100.0%**

ACCESSIBLE PARKING SIGN



NOTES

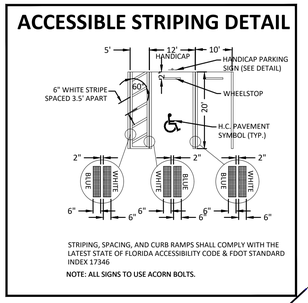
1. HANDICAPPED SIGN WILL BE OF A D.O.T. (BLUE) COLOR PAVEMENT BORDER LINES (ONE ON EACH SIDE) OF THE HANDICAPPED SPACE WILL BE OF A BLUE COLOR OF A QUALITY EQUIVALENT TO SUPER STRIPE TRAFFIC PAINT SOLD BY FOX VALLEY SYSTEMS INC. OF CARY ILLINOIS, PHONE 1-800-323-4770 SHALL BE STRIPED ON THE WEARING SURFACE OF EACH SPACE DESIGNED FOR THE HANDICAPPED SPACE.



1 DUMPSTER PLAN

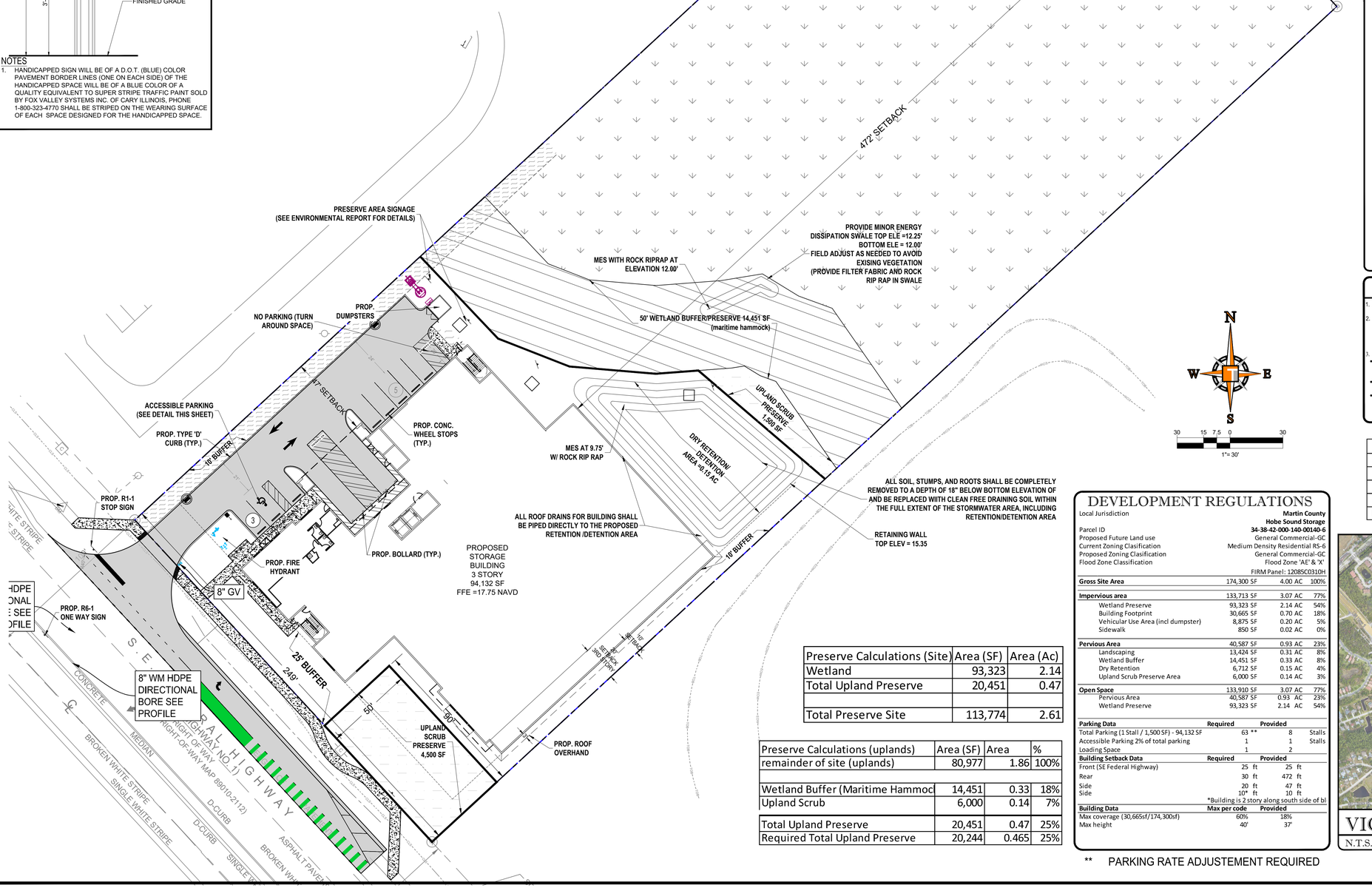
SEE ARCHITECTURAL PLANS FOR CONSTRUCTION DETAILS FOR THE DUMPSTER ENCLOSURE

ACCESSIBLE STRIPING DETAIL



STRIPING, SPACING, AND CURB RAMPS SHALL COMPLY WITH THE LATEST STATE OF FLORIDA ACCESSIBILITY CODE & FDOT STANDARD INDEX 17346

NOTE: ALL SIGNS TO USE ACORN BOLTS.



LEGEND:

- PROPERTY LINE
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- WETLAND
- WETLAND BUFFER
- UPLAND SCRUB PRESERVE
- 3 — PROPOSED PARKING SPACE COUNT
- PROPOSED LIGHT POLE FOR PARKING AREA AND DRIVE AISLES

SITE NOTES:

1. ALL PAVEMENT DIMENSIONS SHOWN ARE SHOWN TO EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. OPEN SPACE DIMENSIONS ARE SHOWN TO BACK OF CURB
2. ALL RADII DIMENSIONS ARE 3' UNLESS OTHERWISE NOTED.
3. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION; AND MARTIN COUNTY LAND DEVELOPMENT CODE.
4. FREE STANDING SIGNAGE SHOWN ONLY FOR REPRESENTATIONAL PURPOSES, AND SHALL BE PERMITTED SEPARATELY.
5. ALL WORK WITHIN THE MARTIN COUNTY R.O.W. SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) AND THE DESIGN STANDARDS (LATEST EDITION).
6. MAINTENANCE OF TRAFFIC PLAN FOR WORK ZONES SHALL BE IN CONFORMANCE WITH ALL APPLICABLE INDEXES OF THE FDOT DESIGN STANDARDS ALONG SE FEDERAL HIGHWAY.
7. ANY DAMAGED SIDEWALK OR CURB WITHIN THE MARTIN COUNTY R.O.W. SHALL BE REMOVED AND REPLACED.
8. ALL SIDEWALKS WITHIN MARTIN COUNTY R.O.W. SHALL COMPLY WITH FDOT STANDARD INDEXES AND BE CONSTRUCTED OF A MINIMUM 6" THICK FDOT CLASS I NON-STRUCTURAL 3,000 PSI CONCRETE WITH FIBER MESH. ALL TRUNCATED DOMES SHALL BE INSTALLED PER FDOT INDEXES
9. ALL DISTURBED AREAS WITHIN THE MARTIN COUNTY R.O.W. WILL BE SODDED.
10. ALL PROHIBITED EXOTIC PLANT SPECIES SHALL BE REMOVED FROM THE SITE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. PERPETUAL MAINTENANCE IS REQUIRED TO PROHIBIT THE REESTABLISHMENT OF INVASIVE EXOTIC SPECIES WITHIN PRESERVATION AREAS AND PLANTED LANDSCAPE OR LAKE LITTORAL AREAS AS PROVIDED ON THE PLANS APPROVED WITH THE DEVELOPMENT ORDER.
11. IT SHALL BE UNLAWFUL TO ALTER THE APPROVED SLOPES, CONTOURS, OR CROSS SECTIONS OR TO CHEMICALLY MECHANICALLY, OR MANUALLY REMOVE, DAMAGE, OR DESTROY ANY PLANTS IN THE LITTORAL OR UPLAND TRANSITION ZONE BUFFER AREAS OF CONSTRUCTED LAKE EXCEPT UPON THE WRITTEN APPROVAL OF THE GROWTH MANAGEMENT DIRECTOR, AS APPLICABLE. IT IS THE RESPONSIBILITY OF THE OWNER OR PROPERTY OWNERS ASSOCIATION, ITS SUCCESSOR OR ASSIGNS TO MAINTAIN THE REQUIRED SURVIVORSHIP AND COVERAGE OF THE RECLAIMED UPLAND AND PLANTED LITTORAL AREA
12. PRESERVE AREAS ARE NOT TO BE ALTERED WITHOUT WRITTEN PERMISSION OF THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

PRESERVE NOTE

1. ALL PRESERVE AREAS SHALL BE MAINTAINED IN ACCORDANCE WITH THE APPROVED PRESERVE AREA MANAGEMENT PLAN (PAMP).
2. ALL PROHIBITED EXOTIC PLANT SPECIES SHALL BE REMOVED FROM THE SITE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. PERPETUAL MAINTENANCE IS REQUIRED TO PROHIBIT THE REESTABLISHMENT OF INVASIVE EXOTIC SPECIES WITHIN PRESERVATION AREAS AND PLANTED LANDSCAPE OR LAKE LITTORAL AREAS AS PROVIDED ON THE PLANS APPROVED WITH THE DEVELOPMENT ORDER.
3. PRESERVE AREA SETBACK.
   - ** NEW CONSTRUCTION (INCLUDING FILL PROPOSED ADJACENT TO WETLAND BUFFER ZONES AND UPLAND PRESERVE AREAS) SHALL BE SET BACK A MINIMUM OF TEN FEET FOR PRIMARY STRUCTURES;
   - ** SETBACKS FOR ACCESSORY STRUCTURES, SUCH AS, BUT NOT LIMITED TO, POOL DECKS, SCREEN ENCLOSURES AND DRIVEWAYS, SHALL BE FIVE FEET.
   - ** GRADED AREAS ADJACENT TO PRESERVE AREAS SHALL NOT EXCEED A SLOPE OF ONE FOOT VERTICAL TO FOUR FEET HORIZONTAL. ALL SLOPES SHALL BE PROPERLY STABILIZED UPON COMPLETION OF CONSTRUCTION TO THE SATISFACTION OF THE COUNTY ADMINISTRATOR.

General Commercial	Required	Provided
Min. Lot Area (SF)	10,000	174,300
Min. Lot Width (Ft)	80	249
Min. Open Space (%)	20%	23%
Max Building Coverage (%)	60%	18%

DEVELOPMENT REGULATIONS

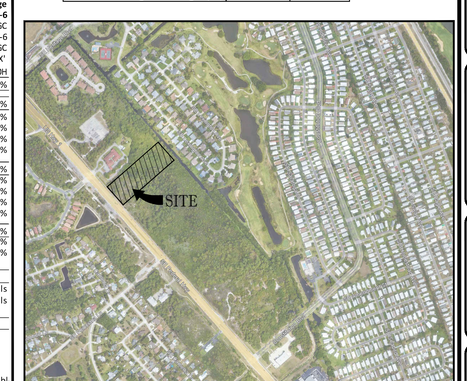
Local Jurisdiction		Martin County	
		Hobe Sound Storage	
Parcel ID		34-38-42-000-140-00140-6	
Proposed Future Land use		General Commercial-GC	
Current Zoning Clasification		Medium Density Residential RS-6	
Proposed Zoning Clasification		General Commercial-GC	
Flood Zone Classification		Flood Zone 'AE' & 'X'	
		FIRM Panel: 12085C0310H	
Gross Site Area	174,300 SF	4.00 AC	100%
Impervious area	133,713 SF	3.07 AC	77%
Wetland Preserve	93,323 SF	2.14 AC	54%
Building Footprint	30,665 SF	0.70 AC	18%
Vehicular Use Area (incl dumpster)	8,875 SF	0.20 AC	5%
Sidewalk	850 SF	0.02 AC	0%
Pervious Area	40,587 SF	0.93 AC	23%
Landscaping	13,424 SF	0.31 AC	8%
Wetland Buffer	14,451 SF	0.33 AC	8%
Dry Retention	6,712 SF	0.15 AC	4%
Upland Scrub Preserve Area	6,000 SF	0.14 AC	3%
Open Space	133,910 SF	3.07 AC	77%
Pervious Area	40,587 SF	0.93 AC	23%
Wetland Preserve	93,323 SF	2.14 AC	54%

Parking Data	**Required**	**Provided**	
Total Parking (1 Stall / 1,500 SF) - 94,132 SF	63 **	8	Stalls
Accessible Parking 2% of total parking	1	1	Stalls
Loading Space	1	2	
Building Setback Data	**Required**	**Provided**	
Front (SE Federal Highway)	25 ft	25 ft	
Rear	30 ft	472 ft	
Side	20 ft	47 ft	
Side	10* ft	10 ft	
	*Building is 2 story along south side of bl		
Building Data	**Max per code**	**Provided**	
Max coverage (30,665sf/174,300sf)	60%	18%	
Max height	40'	37'	

** PARKING RATE ADJUSTEMENT REQUIRED

Preserve Calculations (Site)	Area (SF)	Area (Ac)
Wetland	93,323	2.14
Total Upland Preserve	20,451	0.47
Total Preserve Site	113,774	2.61

Preserve Calculations (uplands)	Area (SF)	Area	%
remainder of site (uplands)	80,977	1.86	100%
Wetland Buffer (Maritime Hammoc	14,451	0.33	18%
Upland Scrub	6,000	0.14	7%
Total Upland Preserve	20,451	0.47	25%
Required Total Upland Preserve	20,244	0.465	25%



VICINITY MAP

N.T.S.

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVENUE
FT. LAUDERDALE, FL 33309
P: 954-202-7000
4950 W. KENNEDY BLVD.
SUITE 600
TAMPA, FL 33609
P: 813-379-4100

THE INFORMATION, DESIGN, AND CONTENT OF THIS PLAN ARE PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THOMAS ENGINEERING GROUP, LLC. ONLY APPROVED, SIGNED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES.

REVISIONS:

REV:	DATE:	COMMENT:	BY:
1	7-29-2024	REV MC STAFF COMMENTS	BMU

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
www.callsunshine.com

PROJECT No.: FJ160006
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ220006-SITE_PLAN

PROJECT:

CONSTRUCTION PLANS

FOR

HOBE SOUND STORAGE

HOBE SOUND
MARTIN COUNTY, FLORIDA

THOMAS ENGINEERING GROUP
840 SE OSCEOLA STREET
STUART, FL 34994
PH: (772) 888-3138
FX: (561) 203-7721
www.ThomasEngineeringGroup.com

BRANDON M. UEMER
No. 68345
PROFESSIONAL ENGINEER
JUN 31, 2024
FLORIDA LICENSE No. 68345
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

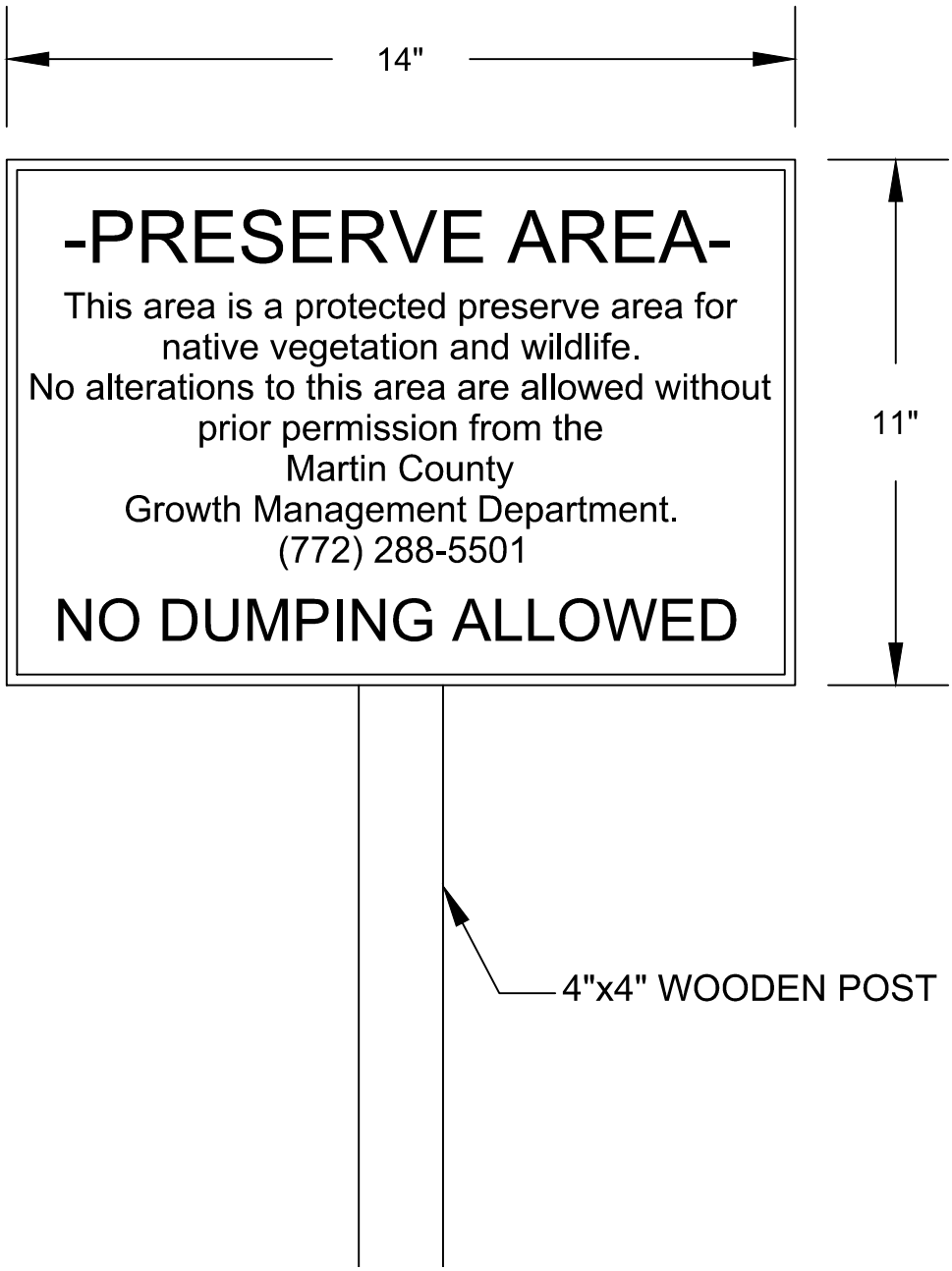
FINAL SITE PLAN

SHEET NUMBER:

FSP-1

ELEVATIONS BASED ON NAVD '88

Printed on Wednesday, July 31, 2024, 7:59 AM by Brandon Uemer



HOBE SOUND LIMITED ACCESS STORAGE

PRESERVE SIGN

EW CONSULTANTS, INC.
2581 METROCENTRE BLVD., SUITE 1
WEST PALM BEACH, FL 33407
561-291-7950 PHONE 561-530-4908 FAX
WWW.EWCONSULTANTS.COM

DEC 2022

FIGURE 6

PRESERVE SIGN STANDARD WPB.dwg MC

Florida Biodiversity Matrix
FNAI Matrix Units On and Adjacent to Site

FNAI Matrix Rare and Listed Species Occuring Within or Adjacent to FNAI Habitats Delineated Onsite

Scientific Name	Common Name	Fed	State
Antigone canadensis pratensis	Florida Sandhill Crane G5T2 S2	N	ST
Aphelocoma coerulescens	Florida Scrub-Jay G2? S1S2	T	FT
Asimina tetramera	four-petal pawpaw G1 S1	E	E
Chamaesyce cumulicola	sand-dune spurge G2 S2	N	E
Cladonia perforata	perforate reindeer lichen G2G3 S2S3	E	E
Coelorachis tuberculosa	Piedmont jointgrass G3 S3	N	T
Conradina grandiflora	large-flowered rosemary G3 S3	N	T
Dicerandra immaculata var. immaculata	Lakela's balm G1T1 S1	E	E
Drymarchon couperi	eastern Indigo Snake G3 S2?	E	E
Elytraria caroliniensis var. angustifolia	narrow-leaved Carolina scalystem G4T2 S2	N	N
Eugenia confusa	tropical ironwood G4G5 S2S3	N	E
Glandularia maritima	coastal vervain G3 S3	N	E
Gopherus polyphemus	gopher Tortoise G3 S3	C	ST
Heterodon simus	southern Hognose Snake G2 S2S3	N	N
Latrodectus bishopi	red Widow Spider G2G3 S2S3	N	N
Lechea cernua	nodding pinweed G3 S3	N	T
Lechea divaricata	pine pinweed G2 S2	N	E
Linum carteri var. smallii	Small's flax G2T2 S2	N	E
Mycteria americana	Wood Stork G4 S2	T	FT
Nemastylis floridana	celestial lily G2 S2	N	E
Peucaea aestivalis	Bachman's Sparrow G3 S3	N	N
Podomys floridanus	Florida Mouse G3 S3	N	N
Polygala smallii	tiny polygala G1 S1	E	E
Pteroglossaspis ecristata	giant orchid G2G3 S2	N	T
Sceloporus woodi	Florida Scrub Lizard G2G3 S2S3	N	N
Schizachyrium niveum	scrub bluestem G1G2 S1S2	N	E
Setophaga discolor paludicola	Florida Prairie Warbler G5T3 S3	N	N
Tolumnia bahamensis	dancing-lady orchid G3 S1	N	E
Trichomanes punctatum ssp. floridanum	Florida filmy fern G4G5T1 S1	E	E

Descriptions

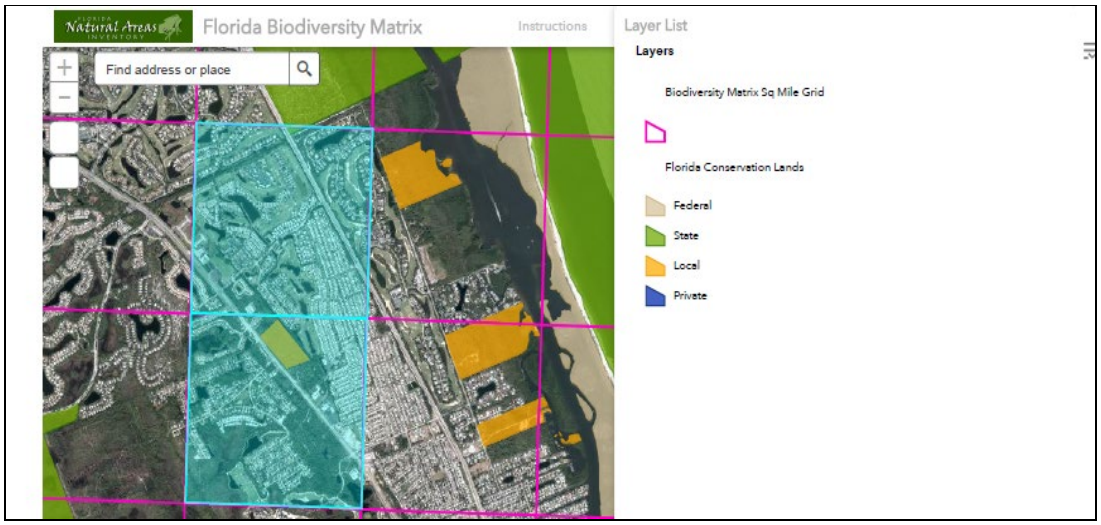
DOCUMENTED - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit.

DOCUMENTED-HISTORIC - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit; however the occurrence has not been observed/reported within the last twenty years.

LIKELY - The species or community is *known* to occur in this vicinity, and is considered likely within this Matrix Unit because:

1. documented occurrence overlaps this and adjacent Matrix Units, but the documentation isn't precise enough to indicate which of those Units the species or community is actually located in; *or*
2. there is a documented occurrence in the vicinity and there is suitable habitat for that species or community within this Matrix Unit.

POTENTIAL - This Matrix Unit lies within the known or predicted range of the species or community based on expert knowledge and environmental variables such as climate, soils, topography, and landcover.



MARTIN COUNTY, FLORIDA

PRESERVE AREA MANAGEMENT PLAN

ANNUAL MONITORING REPORT FOR (*Year*)

- **Name and address of current owner of Preserve Area;**
- **Location of Preserve Area**
- **Date PAMP approved;**
- **Documentation of vegetation changes, including encroachment of exotic vegetation;**
- **Fixed-point panoramic photos of all Preserve Areas;**
- **Synopsis of maintenance activities conducted in compliance with the PAMP requirements such as exotic vegetation removal, re-vegetation, and additional enhancement activities necessary to maintain the Preserve Area;**
- **A timetable for action within 90 days of the report;**
- **A list of all violations of the PAMP; and**
- **Recommendations for remedial actions, with a proposed schedule for the coming year.**

Signature/Date : _____

Typed Name/Title : _____

Company Name (if applicable) : _____

Martin County, Florida
Growth Management Department
DEVELOPMENT REVIEW DIVISION
2401 SE Monterey Road, Stuart, FL 34996 772-288-5495 www.martin.fl.us

DEVELOPMENT REVIEW APPLICATION

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A. GENERAL INFORMATION

Type of Application: Major Final Site Plan

Name or Title of Proposed Project: Hobe Sound Storage

Brief Project Description:
See Project Narrative

Was a Pre-Application Held? ☑ **YES/NO** ☐ **Pre-Application Meeting Date:** 04/14/22

Is there Previous Project Information? ☐ **YES/NO** ☑

Previous Project Number if applicable: _____

Previous Project Name if applicable: _____

Parcel Control Number(s)
343842000140001406

B. PROPERTY OWNER INFORMATION

Owner (Name or Company): EMPLOYEES MONEY PURCHASE PENSION PLAN & T

Company Representative: Stephen Babic MD TTEE

Address: 7155 Queenferry Cir.

City: Boca Raton, State: FL Zip: 33496

Phone: _____ Email: _____

C. PROJECT PROFESSIONALS

Applicant (Name or Company): Thomas Engineering Group, LLC
Company Representative: Brandon Ulmer
Address: 125 W. Indiantown Rd., Suite 206
City: Jupiter, State: FL Zip: 33458
Phone: 561-203-7503 Email: bulmer@thomaseg.com

Agent (Name or Company): _____
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Contract Purchaser (Name or Company): Live Oak Capital Partners
Company Representative: Steve Tedder
Address: 430 Plasters Avenue NE, Suite 200
City: Atlanta, State: GA Zip: 30324
Phone: 404-202-6121 Email: stedder@liveoakcp.com

Land Planner (Name or Company): _____
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Landscape Architect (Name or Company): Thomas Engineering Group, LLC
Company Representative: Michael Grosswirth
Address: 6300 NW 31st Avenue
City: Ft Lauderdale, State: FL Zip: 33309
Phone: 954-202-7000 Email: mgrosswirth@thomaseg.com

Surveyor (Name or Company): Keith
Company Representative: Luis Santaliz
Address: 301 East Atlantic Boulevard
City: Pompano Beach, State: FL Zip: 33060
Phone: 954-788-3400 Email: lsantaliz@keithteam.com

Civil Engineer (Name or Company): Thomas Engineering Group, LLC
Company Representative: Brandon Ulmer
Address: 125 W. Indiantown Rd., Suite 206
City: Jupiter, State: FL Zip: 33458
Phone: 561-203-7503 Email: bulmer@thomaseg.com

PROJECT PROFESSIONALS CONTINUED

Traffic Engineer (Name or Company): _____
Company Representative: _____
Address: _____
City: _____, State:_____ Zip: _____
Phone: _____ Email: _____

Architect (Name or Company): Kenneth Carlson
Company Representative: Kenneth Carlson
Address: 1166 W. Newport Center Drive, Suite 311
City: Deerfield Beach, State: FL Zip: 33442
Phone: 954-427-8848 Email: alis@kencarlson.com

Attorney (Name or Company): Gunster
Company Representative: Robert Raynes Jr.
Address: 800 SE Monterey Commons Blvd., Suite 200
City: Stuart, State: FL Zip: 34996
Phone: 772-288-1980 Email: rraynesjr@gunster.com

Environmental Planner (Name or Company): EW Consultants, Inc.
Company Representative: Mary Lindgren
Address: 2581 Metrocentre Blvd., Suite 1
City: West Palm Beach, State: FL Zip: 33407
Phone: 561-291-7950 Email: mlindgren@ewconsultants.com

Other Professional (Name or Company): _____
Company Representative: _____
Address: _____
City: _____, State:_____ Zip: _____
Phone: _____ Email: _____

D. Completeness Sufficiency Review

Applications submitted for completeness/sufficiency review meetings held on Mondays, must be received by the Growth Management Department no later than 4 p.m. the previous Thursday or in the event of a holiday, 4 p.m. Wednesday. Applications received on Fridays will be scheduled for the following week.

E. 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 check if the applicant waives the limitations.

F. APPLICANT or AGENT CERTIFICATION

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

Applicant Signature

11-23-2022
Date

Brandon Ulmer
Printed Name

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was ☐ sworn to, ☐ affirmed, or ☑ acknowledged before me by means of ☑ physical presence or ☐ online notarization this 23rd **day of** November**, 20**22**, by** Brandon Ulmer**, who is ☑ personally known to me, or ☐ produced the following type of identification** _____.

NOTARY PUBLIC SEAL

Notary Public State of Florida
Ashley L Bobier
My Commission
HH 206156
Exp. 12/8/2025

Notary Public, State of Florida

Ashley L. Bobier
(Printed, Typed or Stamped Name of Notary Public)

Ashley L. Bobier

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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Digital Submittal Affidavit

I, Brandon Ulmer, attest that the electronic version included for the project Hobe Sound Storage is an exact copy of the documents that were submitted for sufficiency, excluding any requested modifications made by the sufficiency review team. All requested modifications, if any, have been completed and are included with the packet.

Applicant Signature

11.23.2022
Date

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was ☐ sworn to, ☐ affirmed, or ☑ acknowledged before me by means of ☑ physical presence or ☐ online notarization this 23rd **day of** November**, 20**22**, by** Brandon Ulmer**, who is ☑ personally known to me, or ☐ produced the following type of identification** _____.

NOTARY PUBLIC SEAL

Notary Public State of Florida
Ashley L Bobier
My Commission
HH 206155
Exp. 12/8/2025

Notary Public, State of Florida

Ashley L. Bobier
(Printed, Typed or Stamped Name of Notary Public)

THOMAS ENGINEERING GROUP

THOMAS ENGINEERING GROUP
125 W. INDIANTOWN RD., STE. 206
JUPITER, FL 33458
P: 561-203-7503
F: 561-203-7721

Narrative

Proposed Storage Facility (Three Story)
Hobe Sound, FL (Martin County)

The subject property has a PCN # of 343842000140001406 and totals 4.00 acres.

The site is currently undeveloped. A copy of the Martin County Property Appraiser aerial and information sheet is attached along with the legal description.

The applicant is proposing the development of a self-storage facility. Access for the site will be along US highway 1.

The development will also include corresponding parking spaces, walkways, landscape, signage, utility connections and a stormwater management system.

Additionally, we would like to request the reservation of adequate public facilities for the project.

LAND USE SUMMARY

The Property is designated Medium Density Residential (RS-6) use on Current and Future Land Use Plan for the County. The proposed development requires a change in the Future Land Use Plan to General Commercial and GC zoning.

LEGAL DESCRIPITION

COMMENCING AT THE NORTHWEST CORNER OF RIDGEWAY MOBILE HOME SUBDIVISION, ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT BOOK 7, PAGE(S) 26, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;
THENCE RUN NORTH 42DEG14'43" WEST, A DISTANCE OF 3,102.67 FEET, ALONG THE EAST RIGHT OF WAY OF U.S. #1, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 42DEG14'43" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 249.00 FEET;
THENCE RUN NORTH 47DEG45'17" EAST, A DISTANCE OF 700.00 FEET:
THENCE RUN SOUTH 42DEG14'43" EAST, A DISTANCE OF 249.00 FEET;
THENCE RUN SOUTH 47DEG45'17" WEST, A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING.

THOMAS
ENGINEERING GROUP

Designation of Authorized Agent

Consent for: Hobe Sound Property proposed Storage Facility

Hobe Sound

Parcel ID: 343842000140001406

This form shall serve as consent for **Brandon Ulmer and Ryan Thomas, Thomas Engineering Group, LLC** to act as agent/applicant to prepare, submit, and sign (as applicant) all applications and documentation required for procurement of the Martin County Development Review and Approval, site plan and rezoning as needed; site construction permits; building permits; SMRU, permits and approvals; Martin County Fire Review and approval; Florida Department of Environmental Protection permits; FDOT; South Florida Water Management District Permit and water use permit and any other necessary permits or approvals required for the construction of the proposed Commercial Development.

I do hereby give consent to for **Brandon Ulmer and Ryan Thomas, Thomas Engineering Group, LLC** to act on our behalf to sign and submit applications, required material and documents, and attend and represent us at all meetings and public hearings pertaining to this project.

Property Owner: Trust C/O Stephen Babic

Owner/Mail Address 7155 Queenferry Circle

Boca Raton, FL 33496

By: _____
(signature)

STEPHEN BABIC
(printed name, title)

State of Florida

County of Palm Beach

This foregoing instrument was acknowledged before me this 11 day of October, 2022,

by Stephen Babic. He/she is personally known to me or has produced

_as identification and did/did not take an oath.

ANGELA SILVESTRI
MY COMMISSION # HH 082818
EXPIRES: March 20, 2025
Bonded Thru Notary Public Underwriters

Notary Public Information :

Agent Information:

Angela Silvestri

Angela Silvestri

(Signature of Notary)

Brandon Ulmer, Thomas Engineering Group, LLC

Ryan Thomas, Thomas Engineering Group, LLC

125 West Indiantown road Suite

206

Jupiter, FL 33458

(Name – Must be typed, printed or stamped)

ANGELA SILVESTRI
MY COMMISSION # HH 082818
EXPIRES: March 20, 2025
Bonded Thru Notary Public Underwriters

My Commission Expires: 3/20/25

87-5-74gh 663704

WARRANTY DEED

RAMCO FORM 01

This Warranty Deed Made the 17th day of June A. D. 1987 by
IRWIN S. GARS, as Trustee and individually

hereinafter called the grantor, to
STEPHEN BABIC, M.D., AS TRUSTEE FOR EMPLOYEES' MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT OF BOCA RATON CARDIOLOGY ASSOCIATES, BABIC AND VINCI, P.A., FOR THE BENEFIT OF STEPHEN BABIC
whose postoffice address is 7321 Estrella Ct.
hereinafter called the grantee Boca Raton, Florida 33427

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

Commencing at the Northwest corner of Ridgeway Mobile Home Subdivision as recorded in Plat Book 7, Page 26, Public Records of Martin County, Florida, thence run North 42 14'43" West a distance of 3102.67 feet along the East right of way of U.S.#1 to the Point of Beginning, thence continue North 42 14'43" West along said right of way a distance of 249.00 feet, thence run North 47 45'17" East a distance of 700.00 feet, thence run South 42 14' 43" East a distance of 249.00 feet, thence run South 47 45'17" West a distance of 700.00 feet to the Point of Beginning.

Subject to taxes--Subsequent to December 31,1986 and restrictions, reservations, easements and covenants of record.

GRANTOR hereby certifies that said property is not his homestead and that said property is vacant land.

Pathen 7. 3

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, 19

In Witness Whereof, the said grantor has signed and sealed these presents the day and year aforesaid.

Signed, sealed and delivered in our presence:

IRWIN S. GARS, as Trustee, and individually (L.S.) (L.S.)

STATE OF Florida
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared
Irwin S. Gars, as Trustee, and individually

to me known to be the person described in and who executed the foregoing instrument and has acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of June, A. D. 19 87

Notary Public -- My Commission Expires

Notary Public, State of Florida
My Commission Expires March 18, 1988
Security Bond Associates, Inc.

SPACE BELOW FOR RECORDERS USE

O.R. BOOK 725 PAGE 1687

This Instrument prepared by:
STEWART TITLE OF MARTIN COUNTY
Address 409 E. Osceola Ave.
Stuart, FL 33494

RAMCO FORM 01

Warranty Deed

To

ICA

P.R. 7:25 PM 1668

CERTIFICATION OF NON-TRANSFER OF PROPERTY

The undersigned, Robert S. Raynes, Jr., the Attorney for **Live Oak Capital Partners, LLC**, hereby certifies that since the date of the Warranty Deed, recorded in ORB 725, Page 1687, a copy of which is attached hereto as Exhibit "A" (the "Deed), that no transfer of the property described in the Deed has occurred.

This certificate is dated effective as of the 15th day of August 2022.

Robert S. Raynes, Jr., Esquire
Gunster Law Firm
800 SE Monterey Commons Blvd., Suite 200
Stuart, Florida 34996
772-223-2218

Exhibit A

87-5-74gb 663704

WARRANTY DEED

RAMCO FORM 01

This Warranty Deed Made the 17th day of June A. D. 1987 by IRWIN S. GARS, as Trustee and individually

hereinafter called the grantor, to STEPHEN BABIC, M.D., AS TRUSTEE FOR EMPLOYEES' MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT OF BOCA RATON CARDIOLOGY ASSOCIATES, BABIC AND VINCI, P.A., FOR THE BENEFIT OF STEPHEN BABIC whose postoffice address is 7321 Estrella Ct. Boca Raton, Florida 33427 hereinafter called the grantee:

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

Commencing at the Northwest corner of Ridgeway Mobile Home Subdivision as recorded in Plat Book 7, Page 26, Public Records of Martin County, Florida, thence run North 42 14'43" West a distance of 3102.67 feet along the East right of way of U.S.#1 to the Point of Beginning, thence continue North 42 14'43" West along said right of way a distance of 249.00 feet, thence run North 47 45'17" East a distance of 700.00 feet, thence run South 42 14' 43" East a distance of 249.00 feet, thence run South 47 45'17" West a distance of 700.00 feet to the Point of Beginning.

Subject to taxes--Subsequent to December 31,1986 and restrictions, reservations, easements and covenants of record.

GRANTOR hereby certifies that said property is not his homestead and that said property is vacant land.

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, 19

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

Signed, sealed and delivered in our presence:

IRWIN S. GARS, as Trustee, and individually (L.S.)

STATE OF Florida
COUNTY OF Dade

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 Irwin S. Gars, as Trustee, and individually

to me known to be the person described in and who executed the foregoing instrument and has acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of June, A. D. 1987

Notary Public -- My Commission Expires

Notary Public, State of Florida
My Commission Expires March 18, 1988
Security Bond Associates, Inc.

SPACE BELOW FOR RECORDERS USE

O.R. BOOK 725 PAGE 1687

This Instrument prepared by:
STEWART TITLE OF MARTIN COUNTY
Address 409 E. Osceola Ave.
Stuart, FL 33494

RANCO FORM 01

Warranty Deed

To

PG 725 PAGE 1688

LOCATION MAP

PROJECT:	HOBE SOUND STORAGE		
LOCATION:	MARTIN COUNTY, FLORIDA		
PROJECT NO:	FJ220006	PAGE NO: 1	OF 1
PREPARED BY:	NJL	DATE:	09/21/2022
CHECKED BY:	BMU	SCALE:	N.T.S.

THOMAS ENGINEERING GROUP

CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS

125 W. INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 PHONE: (561) 203-7503

N

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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
EMPLOYEES' MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT OF BOCA RATON	7155 QUEEN FERRY CIRCLE BOCA RATON, FL 33496
CARDIOLOGY ASSOCIATES, BABIC AND VINCI, P.A., FOR THE BENEFIT OF STEPHEN BABIC	

(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
STEPHEN BABIC	7155 QUEEN FERRY CIRCLE BOCA RATON, FL 33496	100.0%
NO OTHER INVESTORS HAVE 5.0% OR MORE INTEREST IN THE TRUST		

(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
LIVE OAK CAPITAL PARTNERS	430 PLASTERS AVE., NE, STE. 200 ATLANTA, GA 30324	BUYER
FLORIDA COMMERCIAL REALTORS TOM AYDELOTTE	309 SE OSCEOLA ST., STE. #104 STUART, FL 34994	LISTING BROKER
NAI SOUTHEAST DOUG LEGLER CASEY COMBS	100 SW ALBANY AVE., STE. 200 STUART, FL 34994	BUYER'S BROKER

(If more space is needed attach separate sheet)

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

Application Name and/or Project Number	Names & Addresses of Parties involved	Date	Type of Application	Status of Application[1]*

(If more space is needed attach separate sheet)

[1] Status defined as: A = Approved P = Pending D = Denied W = Withdrawn

1/27/2025 21:47:13 Babic 5614833181 1/3

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

STEPHEN BABIC

Print name

STATE OF: Florida

COUNTY OF: Palm Beach

The foregoing instrument was ☐ sworn to, ☐ affirmed, or ☒ acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27 day of January, 2025 by _____, who is ☒ personally known to me, or ☐ produced the following type of identification _____.

NOTARY PUBLIC SEAL

Notary Public, State of Florida

Notary Public State of Florida
Adele Forman
My Commission
HH 208993
Exp. 12/8/2025

Adele Forman

(Printed, Typed or Stamped Name of Notary Public)

DISCLOSURE OF INTEREST AFFIDAVIT

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

DISCLOSURE OF INTEREST AFFIDAVIT

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.

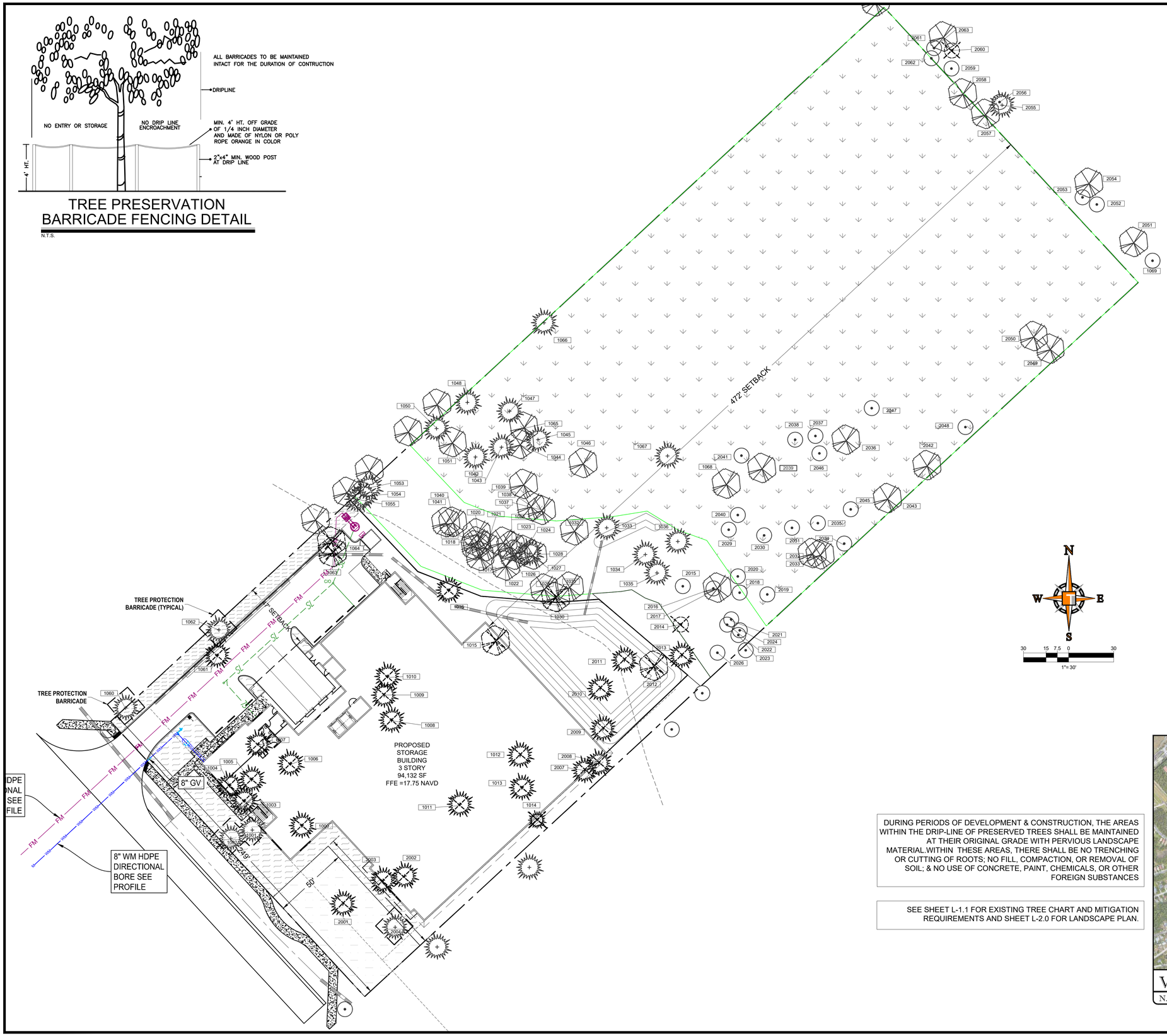
e. In addition, the disclosure must include those having any interest in a contract for sale of the property, or a conveyance of any interest in the property, including but not limited to, real estate brokers and salespersons; and any and all mortgagees of the property.

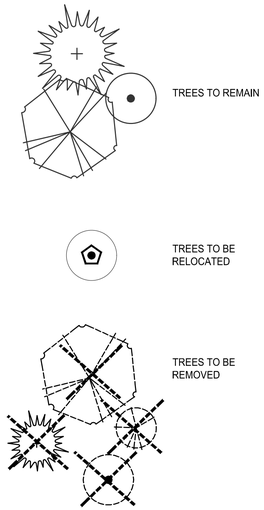
f. The applicant must list all other applications for which they have an interest as defined in subsection b. and c. above that is currently pending before Martin County. The list shall include any development applications, waiver applications, road opening applications, and lien reduction requests.

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.

TREE PRESERVATION BARRICADE FENCING DETAIL

N.T.S.





PRESERVE NOTE

1. ALL PRESERVE AREAS SHALL BE MAINTAINED IN ACCORDANCE WITH THE APPROVED PRESERVE AREA MANAGEMENT PLAN (PAMP).
2. ALL PROHIBITED EXOTIC PLANT SPECIES SHALL BE REMOVED FROM THE SITE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. PERPETUAL MAINTENANCE IS REQUIRED TO PROHIBIT THE REESTABLISHMENT OF INVASIVE EXOTIC SPECIES WITHIN PRESERVATION AREAS AND PLANTED LANDSCAPE OR LAKE LITTORAL AREAS AS PROVIDED ON THE PLANS APPROVED WITH THE DEVELOPMENT ORDER.
3. PRESERVE AREA SETBACK.
   - NEW CONSTRUCTION (INCLUDING FILL PROPOSED ADJACENT TO WETLAND BUFFER ZONES AND UPLAND PRESERVE AREAS) SHALL BE SET BACK A MINIMUM OF TEN FEET FOR PRIMARY STRUCTURES;
   - SETBACKS FOR ACCESSORY STRUCTURES, SUCH AS, BUT NOT LIMITED TO, POOL DECKS, SCREEN ENCLOSURES AND DRIVEWAYS, SHALL BE FIVE FEET.
   - GRADED AREAS ADJACENT TO PRESERVE AREAS SHALL NOT EXCEED A SLOPE OF ONE FOOT VERTICAL TO FOUR FEET HORIZONTAL. ALL SLOPES SHALL BE PROPERLY STABILIZED UPON COMPLETION OF CONSTRUCTION TO THE SATISFACTION OF THE COUNTY ADMINISTRATOR.

DURING PERIODS OF DEVELOPMENT & CONSTRUCTION, THE AREAS WITHIN THE DRIP-LINE OF PRESERVED TREES SHALL BE MAINTAINED AT THEIR ORIGINAL GRADE WITH PERVIOUS LANDSCAPE MATERIAL.WITHIN THESE AREAS, THERE SHALL BE NO TRENCHING OR CUTTING OF ROOTS; NO FILL, COMPACTION, OR REMOVAL OF SOIL; & NO USE OF CONCRETE, PAINT, CHEMICALS, OR OTHER FOREIGN SUBSTANCES

SEE SHEET L-1.1 FOR EXISTING TREE CHART AND MITIGATION REQUIREMENTS AND SHEET L-2.0 FOR LANDSCAPE PLAN.

VICINITY MAP

N.T.S.

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVENUE FT. LAUDERDALE, FL 33309 P: 954-202-7000
4950 W. KENNEDY BLVD. SUITE 600 TAMPA, FL 33609 P: 813-379-4100
125 W INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 P: 561-203-7503

THE INFORMATION, DESIGN AND CONTENT OF THIS PLAN ARE PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THOMAS ENGINEERING GROUP, LLC. ONLY APPROVED, DATED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES. © 2024 THOMAS ENGINEERING GROUP, LLC.

REVISIONS:

REV:	DATE:	COMMENT:	BY:

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
www.callsunshine.com

PROJECT No.: FJ160006
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ220006-LANDSCAPE PLAN

PROJECT:

CONSTRUCTION PLANS

FOR

HOBE SOUND STORAGE

HOBE SOUND
MARTIN COUNTY, FLORIDA

THOMAS ENGINEERING GROUP
PEBWORTH PROFESSIONAL PLAZA
125 W. INDIANTOWN RD, SUITE 206
JUPITER, FL 33458
PH: (561) 203-7503
FX: (561) 203-7721
www.ThomasEngineeringGroup.com

MICHAEL D. GROSSHIRTH
LA 6668871
STATE OF FLORIDA
REGISTERED LANDSCAPE ARCHITECT
July 29, 2024
FLORIDA LICENSE No. LA6668871
FLORIDA BUSINESS LICENSE No. 27528

SHEET TITLE:

TREE DISPOSITION PLAN

SHEET NUMBER:

L-1.0

ELEVATIONS BASED ON NAVD '88

Printed on Monday, July 29, 2024, 4:07 PM by Brendan Umer

MASTER EXISTING TREE DISPOSITION CHART

Hobe Sound Storage ***PROTECTED TREE**

TREE NO.	COMMON NAME	DBH (INCHES)	DISPOSITION	*PROTECTED TREE LOCATION INTERIOR/PERIMETER
1000	Slash Pine	18	remove	Interior
1001	**Slash Pine**	**13**	**REMAIN**	**Perimeter**
1002	**Slash Pine**	**12**	**REMAIN**	**Perimeter**
1003	Slash Pine	13	remove	Perimeter
1004	Slash Pine	14	remove	Perimeter
1005	Slash Pine	11	remove	Perimeter
1006	Slash Pine	11	remove	interior
1007	Slash Pine	11	remove	interior
1008	Slash Pine	16	remove	Interior
1009	Slash Pine	8	remove	Interior
1010	Slash Pine	10	remove	Interior
1011	Slash Pine	15	remove	Interior
1012	Slash Pine	14	remove	Interior
1013	Slash Pine	9	remove	Interior
1014	Slash Pine*	11	remove	Perimeter
1015	Live Oak*	6	remove	Wetland
1016	Slash Pine	9	remove	Wetland
1017	**Loblolly Bay**	**8**	**remain**	**Wetland**
1018	**Loblolly Bay**	**11**	**remain**	**Wetland**
1019	**Loblolly Bay**	**8**	**remain**	**Wetland**
1020	**Loblolly Bay**	**15**	**remain**	**Wetland**
1021	**Loblolly Bay**	**9**	**remain**	**Wetland**
1022	**Loblolly Bay**	**10**	**remain**	**Wetland**
1023	**Loblolly Bay**	**20**	**remain**	**Wetland**
1024	**Loblolly Bay**	**8**	**remain**	**Wetland**
1025	**Loblolly Bay**	**7**	**remain**	**Wetland**
1026	**Loblolly Bay**	**7**	**remain**	**Wetland**
1027	**Slash Pine**	**11**	**Remain**	**Wetland**
1028	**Loblolly Bay**	**8**	**remain**	**Interior**
1029	**Loblolly Bay**	**8**	**remain**	**Interior**
1030	Loblolly Bay	7	remove	Interior
1031	**Loblolly Bay**	**9**	**remain**	**Interior**
1032	**Loblolly Bay**	**12**	**remain**	**Interior**
1033	**Slash Pine**	**22**	**Remain**	**Wetland**
1034	**Slash Pine**	**13**	**Remain**	**Wetland**
1035	**Slash Pine**	**8**	**Remain**	**Wetland**
1036	**Slash Pine**	**14**	**Remain**	**Wetland**
1037	**Loblolly Bay**	**8**	**remain**	**Interior**
1038	**Loblolly Bay**	**8**	**remain**	**Interior**
1039	**Loblolly Bay**	**14**	**remain**	**Interior**
1040	**Loblolly Bay**	**16**	**remain**	**Interior**
1041	**Loblolly Bay**	**8**	**remain**	**Interior**
1042	**Slash Pine**	**12**	**Remain**	**Wetland**
1043	**Slash Pine**	**8**	**Remain**	**Wetland**
1044	**Loblolly Bay**	**9**	**remain**	**Wetland**
1045	**Slash Pine**	**11**	**REMAIN**	**Wetland**
1046	**Loblolly Bay**	**8**	**remain**	**Wetland**
1047	**Slash Pine**	**14**	**REMAIN**	**Wetland Buffer**
1048	**Slash Pine***	**18**	**REMAIN**	**Wetland**
1049	**Live Oak**	**10**	**REMAIN**	**off-site**
1050	**Slash Pine***	**11**	**REMAIN**	**Wetland**
1051	**Loblolly Bay**	**8**	**remain**	**Interior**
1052	**Live Oak**	**8**	**REMAIN**	**off-site**
1053	**Slash Pine***	**10**	**REMAIN**	**Perimeter**
1054	**Slash Pine***	**10**	**REMAIN**	**Perimeter**
1055	**Slash Pine***	**12**	**REMAIN**	**Perimeter**
1056	**Live Oak**	**8**	**REMAIN**	**off-site**
1057	**Live Oak**	**10**	**REMAIN**	**off-site**
1059	**Cabbage Palm**	**15**	**REMAIN**	**off-site**
1060	**Slash Pine***	**24**	**REMAIN**	**Perimeter**
1061	Slash Pine	16	remove	Interior
1062	**Slash Pine***	**9**	**REMAIN**	**Perimeter**
1063	Slash Pine	7	remove	Interior
1064	Live Oak	7	remove	Interior
1065	**Loblolly Bay**	**9**	**remain**	**Wetland Buffer**
1066	**Slash Pine***	**16**	**REMAIN**	**Perimeter**
1067	**Slash Pine**	**9**	**REMAIN**	**Wetland Buffer**
1068	**Live Oak***	**8**	**REMAIN**	**Wetland Buffer**
1069	**Palm**	**10**	**REMAIN**	**Interior**
2000	**Cabbage Palm**	**13**	**REMAIN**	**offsite**
2001	Dead Pine	17	remove	Rare Upland Preserve (dead)
2002	Slash Pine	11	remove	Interior
2003	Slash Pine	13	remove	Interior
2004	**Slash Pine**	**13**	**REMAIN**	**Rare Upland Preserve**
2006	**Slash Pine**	**17**	**REMAIN**	**off-site**
2007	Slash Pine	13	remove	perimeter
2008	Slash Pine*	14	remove	Perimeter
2009	Slash Pine	11	remove	Interior
2010	Slash Pine	17	remove	Interior
2011	Dead Pine	11	remove	dead
2012	Loblolly Bay	13	remove	Interior
2013	Dead Pine	14	remove	dead
2014	Dead Palm	18	remove	dead
2015	**Palm**	**13**	**Remain**	**Wetland Buffer**
2016	**Palm**	**11**	**Remain**	**Wetland Buffer**
2017	**Loblolly Bay**	**12**	**remain**	**Interior**
2018	**Palm**	**15**	**Remain**	**Wetland Buffer**
2019	**Palm**	**16**	**Remain**	**Wetland Buffer**
2020	**Palm**	**11**	**Remain**	**Wetland Buffer**
2021	**Palm**	**11**	**Remain**	**Wetland Buffer**
2022	**Palm**	**12**	**Remain**	**Wetland Buffer**
2023	**Palm**	**8**	**Remain**	**Wetland Buffer**
2024	**Palm**	**12**	**Remain**	**Wetland Buffer**
2025	**Palm**	**13**	**REMAIN**	**off-site**
2026	**Palm**	**17**	**Remain**	**Wetland Buffer**
2027	**Palm**	**8**	**REMAIN**	**off-site**
2028	**Palm**	**8**	**REMAIN**	**off-site**
2029	**Palm**	**16**	**Remain**	**Wetland**
2030	**Palm**	**13**	**Remain**	**Wetland**
2031	**Palm**	**8**	**Remain**	**Wetland**
2032	**Loblolly Bay**	**9**	**remain**	**wetland**
2033	**Loblolly Bay**	**10**	**remain**	**wetland**
2034	**Palm**	**9**	**Remain**	**Wetland**
2035	**Palm**	**9**	**Remain**	**Wetland**
2036	**Loblolly Bay**	**11**	**remain**	**Wetland Buffer**
2037	**Palm**	**8**	**Remain**	**Wetland Buffer**
2038	**Palm**	**9**	**REMAIN**	**Wetland Buffer**
2039	**Loblolly Bay**	**13**	**remain**	**Wetland**
2040	**Palm**	**12**	**Remain**	**Wetland**
2041	**Palm**	**8**	**REMAIN**	**Wetland Buffer**
2042	**Loblolly Bay**	**17**	**remain**	**Perimeter**
2043	**Loblolly Bay**	**10**	**remain**	**Perimeter**
2044	**Live Oak**	**10**	**REMAIN**	**off-site**
2045	**Palm**	**13**	**REMAIN**	**Interior**
2046	**Palm**	**8**	**REMAIN**	**Interior**
2047	**Palm**	**8**	**REMAIN**	**Interior**
2048	**Palm**	**8**	**REMAIN**	**Perimeter**
2049	**Loblolly Bay**	**9**	**remain**	**Perimeter**
2050	**Loblolly Bay**	**15**	**remain**	**Wetland**
2051	**Loblolly Bay**	**9**	**remain**	**Interior**
2052	**Palm**	**9**	**REMAIN**	**Interior**
2053	**Palm**	**11**	**REMAIN**	**Interior**
2054	**Live Oak***	**11**	**REMAIN**	**Interior**
2055	**Slash Pine**	**13**	**REMAIN**	**Interior**
2056	**Palm**	**19**	**REMAIN**	**Interior**
2057	**Loblolly Bay**	**10**	**remain**	**perimeter**
2058	**Loblolly Bay**	**11**	**remain**	**Perimeter**
2059	**Palm**	**13**	**REMAIN**	**Interior**
2060	Dead Palm	12	remove	dead
2061	**Loblolly Bay**	**10**	**remain**	**Interior**
2062	**Palm**	**14**	**REMAIN**	**Interior**
2063	**Palm**	**16**	**REMAIN**	**Interior**
2064	**Live Oak**	**16**	**REMAIN**	**off-site**
	TOTAL DBH ON SITE:	**1295**		

***PROTECTED TREE**

NOTE: (25) EXISTING TREE CREDITS FROM DBH
& **(1/3)** EXISTING TREE CREDIT FROM PALMS
(FROM **[1]** EXISTING PALMS TO REMAIN, @ 3:1)
PER SEC. 4.664.F FOR PRESERVED TREES &
SEC. 4.664.B.2.b. FOR PALMS; GREEN OPEN SPACE TREE
& PALMS IN WETLAND BUFFER NOT INCLUDED IN CREDIT

TOTAL (29) EXISTING TREE CREDITS

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVENUE FT. LAUDERDALE, FL 33309 P: 954-202-7000
4950 W. KENNEDY BLVD. SUITE 600 TAMPA, FL 33609 P: 813-379-4100
125 W INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 P: 561-203-7503

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REV:	DATE:	COMMENT:	BY:

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PROJECT No.: FJ160006
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ220006-LANDSCAPE PLAN

PROJECT:

CONSTRUCTION PLANS

FOR

HOBE SOUND STORAGE

HOBE SOUND
MARTIN COUNTY, FLORIDA

THOMAS ENGINEERING GROUP
PEBWORTH PROFESSIONAL PLAZA
125 W. INDIANTOWN RD, SUITE 206
JUPITER, FL 33458
PH: (561) 203-7503
FX: (561) 203-7721
www.ThomasEngineeringGroup.com

MICHAEL D. GROSSWIRTH
LA 6668871
STATE OF FLORIDA
REGISTERED LANDSCAPE ARCHITECT
July 29, 2024
FLORIDA REG. No. LA 6668871
FLORIDA BUSINESS LICENSE No. 27528

SHEET TITLE:
TREE DISPOSITION CHARTS

SHEET NUMBER:
L-1.1

ELEVATIONS BASED ON NAVD '88

Printed on Monday, July 29, 2024, 4:07 PM by Brandon Ulmer

ENCROACHMENT INTO REQUIRED BUFFERYARDS & LANDSCAPED AREAS BY VEHICLES, BOATS, MOBILE HOMES OR TRAILERS SHALL NOT BE PERMITTED, & REQUIRED LANDSCAPED AREAS SHALL NOT BE USED FOR STORAGE OR SALE OF MATERIALS OR PRODUCTS OR THE PARKING OF VEHICLES & EQUIPMENT

REQUIRED LANDSCAPING SHALL BE MAINTAINED SO AS TO AT ALL TIMES PRESENT A HEALTHY, NEAT, & ORDERLY APPEARANCE, FREE OF REFUSE & DEBRIS; IF VEGETATION WHICH IS REQUIRED TO BE PLANTED DIES IT SHALL BE REPLACED WITH EQUIVALENT VEGETATION. ALL TREES FOR WHICH CREDIT WAS AWARDED AND WHICH SUBSEQUENTLY DIE, SHALL BE REPLACED BY THE REQUISITE NUMBER OF LIVING TREES ACCORDING TO THE STANDARDS ESTABLISHED IN THE MARTIN COUNTY LANDSCAPE CODE

NOTE: ALL LANDSCAPE AREAS SHALL BE FULLY IRRIGATED AND SHALL HAVE A MINIMUM 50% OVERLAP.

PLEASE REFER TO SHEET L-2.1 FOR PLANTING SCHEDULES & DETAILS ; & SHEET L-2.2 FOR GENERAL NOTES.

ALL LANDSCAPING SHALL BE MAINTAINED FREE FROM DISEASE, PESTS, WEEDS & LITTER. MAINTENANCE SHALL INCLUDE WEEDING, WATERING, FERTILIZING, PRUNING, MOWING, EDGING, MULCHING, OR OTHER MAINTENANCE, AS NEEDED & IN ACCORDANCE WITH ACCEPTABLE HORTICULTURAL PRACTICES. PERPETUAL MAINTENANCE SHALL BE PROVIDED TO PROHIBIT THE REESTABLISHMENT OF HARMFUL EXOTIC SPECIES WITHIN LANDSCAPING & PRESERVATION AREAS.

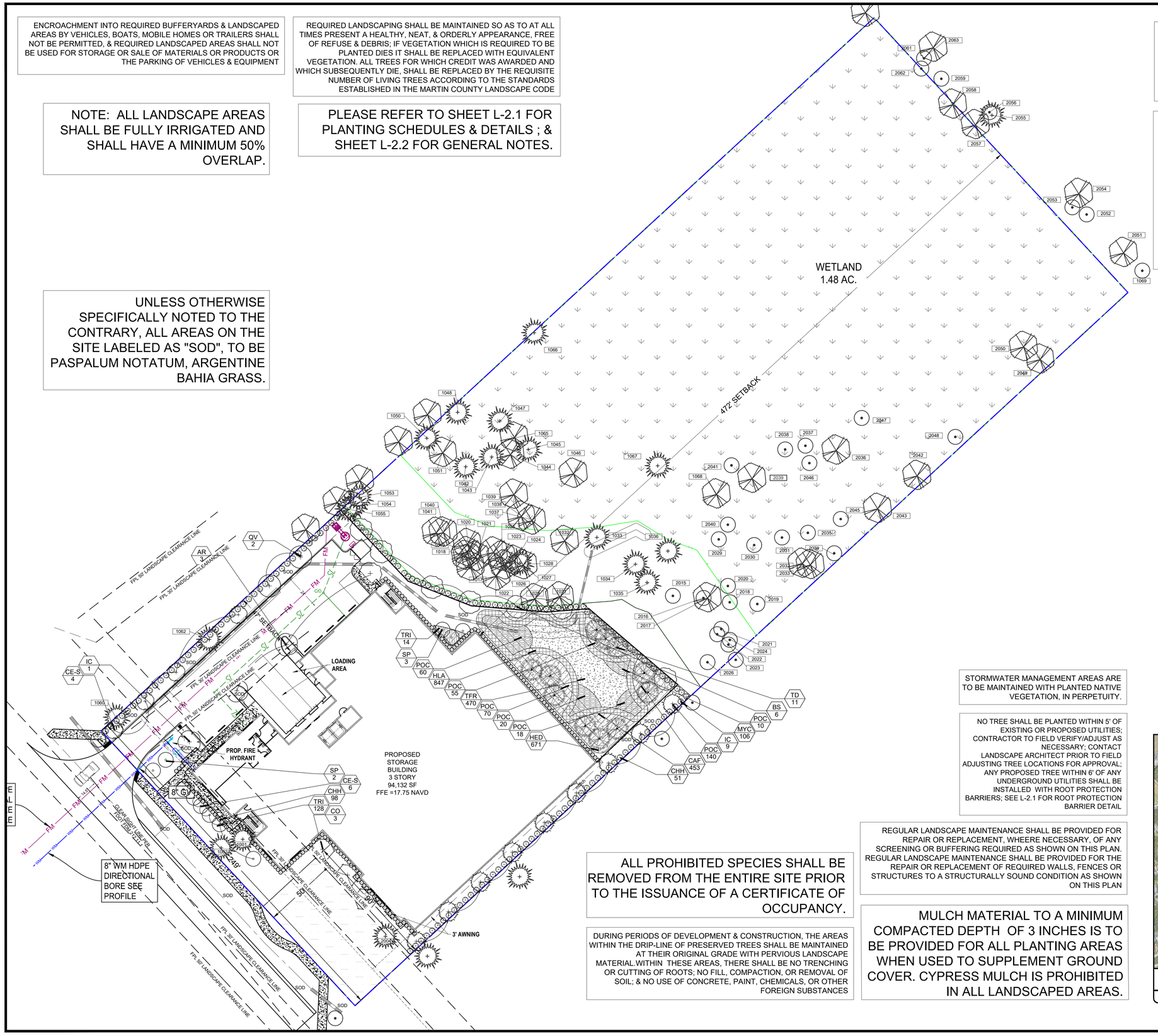
NO USE SHALL BE MADE OF, AND NO DEVELOPMENT ACTIVITY SHALL BE PERMITTED IN, LAND USE BUFFERS AND PERIMETER LANDSCAPE AREAS, EXCEPT FOR:

i. PLANTING MATERIAL APPROVED AS PART OF THE LANDSCAPE PLAN;

ii. COMPLETELY UNDERGROUND UTILITIES AND ESSENTIAL, SPECIFICALLY APPROVED, OVERHEAD OR ABOVEGROUND UTILITIES WHICH CROSS THESE AREAS AND DO NOT INTERFERE WITH THE MATURE GROWTH OF THE REQUIRED PLANT MATERIAL;

iii. GRASS DITCHES, WITH BACK SLOPE NO STEEPER THAN 3V:1H, WHICH CAN SUPPORT THE REQUIRED LANDSCAPING MATERIALS.

UNLESS OTHERWISE SPECIFICALLY NOTED TO THE CONTRARY, ALL AREAS ON THE SITE LABELED AS "SOD", TO BE PASPALUM NOTATUM, ARGENTINE BAHIA GRASS.



STORMWATER MANAGEMENT AREAS ARE TO BE MAINTAINED WITH PLANTED NATIVE VEGETATION, IN PERPETUITY.

NO TREE SHALL BE PLANTED WITHIN 5' OF EXISTING OR PROPOSED UTILITIES; CONTRACTOR TO FIELD VERIFY/ADJUST AS NECESSARY; CONTACT LANDSCAPE ARCHITECT PRIOR TO FIELD ADJUSTING TREE LOCATIONS FOR APPROVAL; ANY PROPOSED TREE WITHIN 6' OF ANY UNDERGROUND UTILITIES SHALL BE INSTALLED WITH ROOT PROTECTION BARRIERS; SEE L-2.1 FOR ROOT PROTECTION BARRIER DETAIL

REGULAR LANDSCAPE MAINTENANCE SHALL BE PROVIDED FOR REPAIR OR REPLACEMENT, WHEERE NECESSARY, OF ANY SCREENING OR BUFFERING REQUIRED AS SHOWN ON THIS PLAN. REGULAR LANDSCAPE MAINTENANCE SHALL BE PROVIDED FOR THE REPAIR OR REPLACEMENT OF REQUIRED WALLS, FENCES OR STRUCTURES TO A STRUCTURALLY SOUND CONDITION AS SHOWN ON THIS PLAN

ALL PROHIBITED SPECIES SHALL BE REMOVED FROM THE ENTIRE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

DURING PERIODS OF DEVELOPMENT & CONSTRUCTION, THE AREAS WITHIN THE DRIP-LINE OF PRESERVED TREES SHALL BE MAINTAINED AT THEIR ORIGINAL GRADE WITH PERVIOUS LANDSCAPE MATERIAL.WITHIN THESE AREAS, THERE SHALL BE NO TRENCHING OR CUTTING OF ROOTS; NO FILL, COMPACTION, OR REMOVAL OF SOIL; & NO USE OF CONCRETE, PAINT, CHEMICALS, OR OTHER FOREIGN SUBSTANCES

MULCH MATERIAL TO A MINIMUM COMPACTED DEPTH OF 3 INCHES IS TO BE PROVIDED FOR ALL PLANTING AREAS WHEN USED TO SUPPLEMENT GROUND COVER. CYPRESS MULCH IS PROHIBITED IN ALL LANDSCAPED AREAS.

PRESERVE NOTE

1. ALL PRESERVE AREAS SHALL BE MAINTAINED IN ACCORDANCE WITH THE APPROVED PRESERVE AREA MANAGEMENT PLAN (PAMP).
2. ALL PROHIBITED EXOTIC PLANT SPECIES SHALL BE REMOVED FROM THE SITE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. PERPETUAL MAINTENANCE IS REQUIRED TO PROHIBIT THE REESTABLISHMENT OF INVASIVE EXOTIC SPECIES WITHIN PRESERVATION AREAS AND PLANTED LANDSCAPE OR LAKE LITTORAL AREAS AS PROVIDED ON THE PLANS APPROVED WITH THE DEVELOPMENT ORDER.
3. PRESERVE AREA SETBACK.
   - NEW CONSTRUCTION (INCLUDING FILL PROPOSED ADJACENT TO WETLAND BUFFER ZONES AND UPLAND PRESERVE AREAS) SHALL BE SET BACK A MINIMUM OF TEN FEET FOR PRIMARY STRUCTURES;
   - SETBACKS FOR ACCESSORY STRUCTURES, SUCH AS, BUT NOT LIMITED TO, POOL DECKS, SCREEN ENCLOSURES AND DRIVEWAYS, SHALL BE FIVE FEET.
   - GRADED AREAS ADJACENT TO PRESERVE AREAS SHALL NOT EXCEED A SLOPE OF ONE FOOT VERTICAL TO FOUR FEET HORIZONTAL. ALL SLOPES SHALL BE PROPERLY STABILIZED UPON COMPLETION OF CONSTRUCTION TO THE SATISFACTION OF THE COUNTY ADMINISTRATOR.

VICINITY MAP

N.T.S.

THOMAS ENGINEERING GROUP
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6300 NW 31ST AVENUE FT. LAUDERDALE, FL 33309 P: 954-202-7000
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REV:	DATE:	COMMENT:	BY:

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PROJECT No.: FJ160006
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ220006-LANDSCAPE PLAN

PROJECT:

CONSTRUCTION PLANS

FOR

HOBE SOUND STORAGE

HOBE SOUND
MARTIN COUNTY, FLORIDA

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PEBWORTH PROFESSIONAL PLAZA
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MICHAEL D. GROSSWIRTH
LANDSCAPE ARCHITECT
LA 6666871
STATE OF FLORIDA
REGISTERED LANDSCAPE ARCHITECT
July 29, 2024
FLORIDA LICENSE No. 6666871
FLORIDA BUSINESS LICENSE No. LC26000571 LA-AUTH. No. 27528

SHEET TITLE:

LANDSCAPE PLAN

SHEET NUMBER:

L-2.0

ELEVATIONS BASED ON NAVD '88

Printed on Monday, July 29, 2024, 4:07 PM by Brendon Ulmer

PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC		REMARKS
	AR	3	Red maple	Acer rubrum `Florida Flame`	B & B	2.5"Cal	10` Ht	5`	Yes	High		5` CT
	BS	6	Gumbo Limbo	Bursera simaruba	B & B	2.5"Cal	12` Ht	5`	Yes	High		7` CT
	CE-S	10	Silver Button Wood	Conocarpus erectus sericeus	B & B	2.5"Cal	12` Ht	4-5`	Yes	High		4` CT
	CO	3	Satinleaf	Chrysophyllum oliviforme	B & B	2.5"Cal	12` Ht	5`	Yes	High		4` CT
	IC	10	Dahoon Holly	Ilex cassine	B & B	2.5"Cal	12` Ht	6`	Yes	High		
	QV	2	Southern Live Oak	Quercus virginiana	B & B	2.5"Cal	12` Ht	6`	Yes	High		4` CT
	TD	11	Bald Cypress	Taxodium distichum	B & B	4"Cal	16-18` oa	6-8`	Yes	High		4` CT
PALM TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC		REMARKS
	SP	5	Cabbage Palmetto	Sabal palmetto	B & B		14`-18`ct		Yes	High		stagger hts, slick trunks
SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC		REMARKS
	CHH	149	Red Tip Cocoplum	Chrysobalanus icaco `red tip`	NA	30"	36"	24"	Yes	High		full to base
	MYC	106	Wax Myrtle	Myrica cerifera	-	48"	5` ht.	3-4`	Yes	High		
SHRUB AREAS	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	SPACING	REMARKS
	TRI	142	Fakahatchee Grass	Tripsacum dactyloides	n/a	36"	30-36"	24-30"	Yes	High	36" o.c.	
GROUND COVERS	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	SPACING	REMARKS
	CAF	453	Yellow Canna	Canna flaccida	n/a	24"	12-14"	10-12"	Yes	High	24" o.c.	
	HED	671	Cucumberleaf Sunflower	Helianthus debilis	n/a	16"	12-14"	8-10"	Yes	High	16" o.c.	
	HLA	847	Spider Lily	Hymenocallis latifolia	n/a	18"	12-14"	12-14"	Yes	High	18" o.c.	
	POC	373	Pickerel Weed	Pontederia cordata	n/a	36"	12-14"	8-10"	Yes	High	36" o.c.	
	TFR	470	Florida Gamagrass	Tripsacum floridanum	n/a	18"	16"-18"	8-10"	Yes	High	18" o.c.	

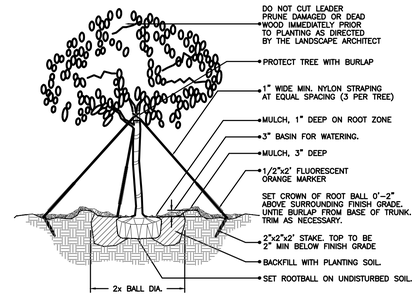
LANDSCAPE CODE COMPLIANCE CHART

MARTIN COUNTY LAND DEVELOPMENT CODE

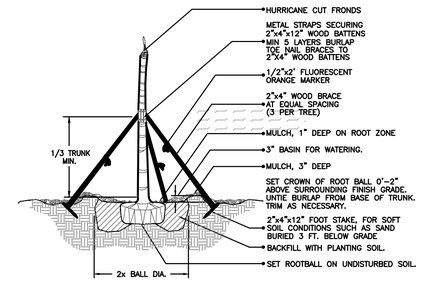
GROSS SITE AREA: 174,300 sq.ft. (100%) (4.0 AC) — **PRESERVATION AREA:** 26,811 sq.ft. (.62 AC) (Rare Upland Preserve)
TOTAL VUA: 8,875 sq.ft. (5%) (.20 AC) — **DEVELOPMENT AREA:** 60,526 sq.ft (1.39 AC) (35%)
TOTAL OPEN AREA: 40,587 sq. ft. (0.93 ac) (23%) — **BUILDING AREA:** 30,665 sq. ft. (0.7 AC) (18%)

DIVISION 15 - LANDSCAPING, BUFFERING AND TREE PROTECTION	REQUIRED	PROVIDED
SEC. 4.663. LANDSCAPE DESIGN STANDARDS: VUA & BUFFER PLANTING		
1) Minimum 20% of Total Lot Area to be Landscape Area	20%	23%
4.a) Vehicular Use Area -10' Strip Around Perimeter of Vehicular Use Areas		
West		
a.3) 1 Tree/30 l.f. of VUA (**220.7 l.f.** vua perimeter)	8 TREES	**8 TREES**
a.4) Shrubs, >23" spread @ max 60" on center, 24" from pavement	44 SHRUBS	**45 SHRUBS**
a.5) 25% Minimum Native Within Buffer Strip	(4 TREES)	**(8 TREES)**
North & East		
a.3) 1 Tree/30 l.f. of VUA (**634.51 l.f.** perimeter)	21 TREES	**21 TREES**
a.4) Shrubs, >23" spread @ max 60" on center, 24" from pavement	127 SHRUBS	**128 SHRUBS**
a.5) 25% Minimum Native Within Buffer Strip	(7 TREES)	**(21 TREES)**
South (Right-of-Way)		
a.3) 1 Tree/30 l.f. of VUA (**249 l.f.** perimeter)	9 TREES	**10 TREES**
a.4) Shrubs, >23" spread @ max 60" on center, 24" from pavement	50 SHRUBS	**98 SHRUBS**
a.5) 25% Minimum Native Within Buffer Strip	(3 TREES)	**(10 TREES)**
4.b) VUA Interiors		
b.1) 500 sq. ft. of planting area/5000 sq.ft. of VUA		
8,875 / 5000 = 2		
2 x 500 = 1,000 sq.ft.		
Total Required VUA Interior Green: 1,000 sq. ft.	1,000 SF	**1,000 SF**
per 500 sq.ft.		
2 Trees at 3" cal.	2 TREES	**2 TREES**
Or 3 Trees at 2" cal.	(6 TREES)	**n/a**
b.2) Terminal Islands - 1 Tree/Island (4 Islands)	4 TREES	**4 TREES**
b.5) 10% of Total VUA Devoted to Drive-thru Added to Landsape Area	n/a	**n/a**
		to remain
SEC. 4.663.A.3.b. LANDSCAPE DESIGN STANDARDS: DEVELOPED AREA PLANTING		
Non-residential developments provide ≥ 1Tree / 2500 SF site area (60,526 lf/2500)	25 TREES	**27 TREES**
60,526 sf Development Area		***(incl. 17 existing)***
SEC. 4.663 WATER EFFICIENT LANDSCAPING		
1) Minimum 50 pts Required		
a. Utilization of moisture-sensing controller other than a rain-sensor		**5 Points**
b. Plan submitted with low, moderate and high water usage zones indicated		**5 Points**
f. 51% or more of required shrubs are drought tolerant species		**10 Points**
h. 51% or more of required trees are drought tolerant species		**10 Points**
l. Utilization of compacted mulch beds at least 3" deep in all planted areas...		**10 Points**
m. Utilization of Mulch		**5 Points**
n. Utilization of native plant species in stormwater retention areas, other than turf grass or sod		**10 Points**
MITIGATION	*(MITIGATION NA)*	
(9) PROTECTED TREES REMOVED FROM SITE, SEE L-1.0 DISPOSITION PLANS & CHARTS		**(0) -TREES**
(29) TREE CREDITS FOR ONSITE PRESERVED TREES - NO MITIGATION REQUIRED		**per SEC. 4.666.D.1.c.**
TOTAL VUA & BUFFER PLANTING	63 TREES	63 TREES*
TOTAL DEVELOPED AREA PLANTING	44 TREES	45 TREES
75% NATIVE TREES	48/63TREES	63 TREES (100%)
75% NATIVE SHRUBS	166/221 SHRUBS	255/255 SHRUBS
50% NATIVE G.C.	1,807/3,613	3,613/3,613 G.C.

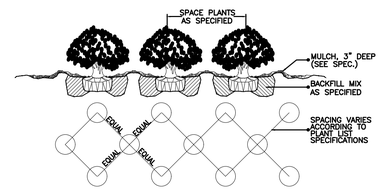
*** INCL. (29) EXISTING TREE CREDITS (FROM [26] EX. TREE CREDITS) & [12] EXISTING PALMS COUNTED @ 3:1 LESS REMOVAL OF 9 PROTECTED TREES**



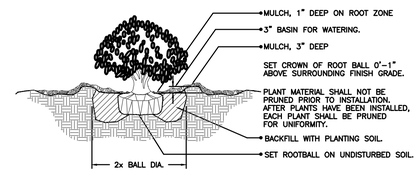
(2" cal. and over)
LARGE TREE PLANTING DETAIL
N.T.S.



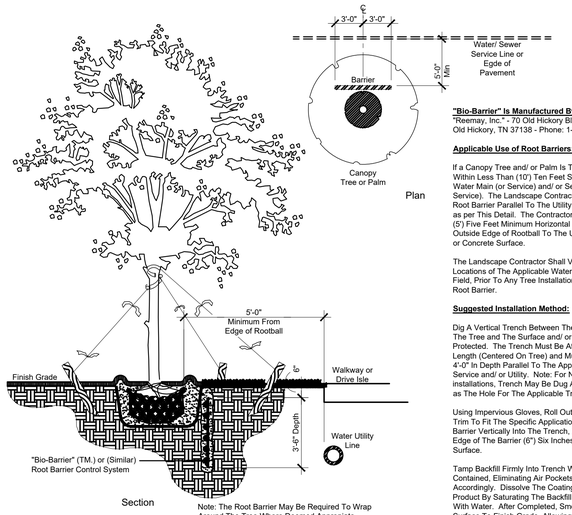
CIGARED SABAL PALM PLANTING DETAIL
N.T.S.



SHRUB / GROUNDCOVER SPACING / PLANTING DETAIL
N.T.S.



SHRUB PLANTING DETAIL
N.T.S.



Note: The Root Barrier May Be Required To Wrap Around The Tree Where Deemed Appropiate.

"Bio-Barrier" Is Manufactured By:
"Reemay, Inc." - 70 Old Hickory Blvd. - P.O.Box 511
Old Hickory, TN 37138 - Phone: 1-800-25-ROOTS

Applicable Use of Root Barriers:

If a Canopy Tree and/ or Palm Is To Be Installed Within Less Than (10') Ten Feet Separation From A Water Main (or Service) and/ or Sewer Main (or Service). The Landscape Contractor Shall Install a Root Barrier Parallel To The Utility As Required and as per This Detail. The Contractor Shall Maintain A (5') Five Feet Minimum Horizontal Distance From Outside Edge of Rootball To The Utility or any Paved or Concrete Surface.

The Landscape Contractor Shall Verify The Existing Locations of The Applicable Water Utilities, In The Field, Prior To Any Tree Installations Requiring A Root Barrier.

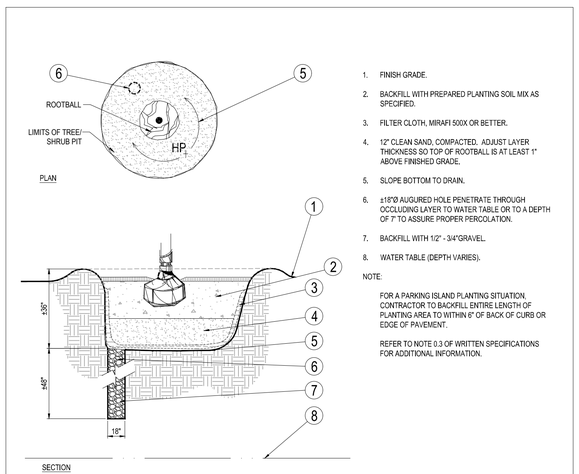
Suggested Installation Method:

Dig A Vertical Trench Between The Root Source of The Tree and The Surface and/ or Utility Line To Be Protected. The Trench Must Be At Least 6'-0" In Length (Centered On Tree) and Must Be at Least 4'-0" In Depth Parallel To The Applicable Surface, Service and/ or Utility. Note: For New Tree installations, Trench May Be Dug At The Same Time as The Hole For The Applicable Tree and/ or Palm.

Using Impervious Gloves, Roll Out "Bio-Barrier" and Trim To Fit The Specific Application. Insert The Barrier Vertically Into The Trench, With The Top Edge of The Barrier (6") Six Inches Below The Soil Surface.

Tamp Backfill Firmly Into Trench With "Bio-Barrier" Contained, Eliminating Air Pockets or Soil Voids Accordingly. Dissolve The Coating and Activate The Product By Saturating The Backfill and "Bio-Barrier" With Water. After Completed, Smooth The Soil Surface To Finish Grade, Allowing Excess Material For Soil Setting.

Typical Root Barrier Application Detail
Section / Plan — Not To Scale



1. FINISH GRADE.
2. BACKFILL WITH PREPARED PLANTING SOIL MIX AS SPECIFIED.
3. FILTER CLOTH, MIRAFI 500X OR BETTER.
4. 12" CLEAN SAND, COMPACTED. ADJUST LAYER THICKNESS SO TOP OF ROOTBALL IS AT LEAST 1" ABOVE FINISHED GRADE.
5. SLOPE BOTTOM TO DRAIN.
6. ±18"Ø AUGURED HOLE PENETRATE THROUGH OCCLUDING LAYER TO WATER TABLE OR TO A DEPTH OF 7' TO ASSURE PROPER PERCOLATION.
7. BACKFILL WITH 1/2" - 3/4"GRAVEL.
8. WATER TABLE (DEPTH VARIES).

NOTE:

FOR A PARKING ISLAND PLANTING SITUATION, CONTRACTOR TO BACKFILL ENTIRE LENGTH OF PLANTING AREA TO WITHIN 6" OF BACK OF CURB OR EDGE OF PAVEMENT.

REFER TO NOTE 0.3 OF WRITTEN SPECIFICATIONS FOR ADDITIONAL INFORMATION.

POOR DRAINAGE CONDITION
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FOR
HOBE SOUND STORAGE
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SHEET TITLE:
LANDSCAPE SCHEDULE & DETAILS

SHEET NUMBER:
L-2.1

ELEVATIONS BASED ON NAVD '88

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LANDSCAPE GENERAL NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL PLANTING AREAS OF THIS CONTRACT UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

1. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, AND OTHER ITEMS OF CONSTRUCTION AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THIS CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS, EXISTING OR OTHERWISE, CAUSED BY CARELESS OPERATION OF EQUIPMENT, STOCKPILING OF MATERIALS, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP – LINE OR THE SPILLING OF OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP – LINE.

2. NO MATERIALS SHALL BE BURNED WHERE THE HEAT WILL DAMAGE ANY PLANT, TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS ($100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY PERCENT (20%) PER INCH OVER FOUR INCHES (4") CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES, OR AS MAY BE REQUIRED BY THE REGULATING GOVERNMENT AGENCY, WHICHEVER IS GREATER. CALIPER SHALL BE MEASURED AT BREAST HEIGHT OR FOUR FEET (4') ABOVE SURROUNDING GROUND.

D. MATERIALS

1. SUBMITTALS: GENERAL SAMPLES OF PLANTING MATERIALS AS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON THE SITE OR AS OTHERWISE DETERMINED BY THE OWNER. UPON APPROVAL OF SAMPLES, DELIVERY OF MATERIALS MAY BEGIN.
MATERIALS SAMPLE SUBMITTALS
MULCH ONE (1) CUBIC FOOT
TOPSOIL ONE (1) CUBIC FOOT
PLANTS ONE: (1) REPRESENTATIVE SAMPLE OF EACH VARIETY

2. PLANT MATERIALS

A) GENERAL: PLANT SPECIES, SIZES, & QUANTITIES SHALL, AT A MINIMUM, CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS" PARTS I AND II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA NO. 1 AS ABSOLUTE MINIMUM UNLESS OTHERWISE SUPERSEDED BY A FLORIDA FANCY DESIGNATION, AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL – BRANCHED AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE OWNER.

B) MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE TOP OF ROOT BALL (TRUNK FLARE) AND/OR ACROSS THE AVERAGE SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

C) INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY. SUCH PRELIMINARY APPROVAL SHALL NOT SUPERSEDE THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF BALLS OR ROOTS, LATENT DEFECTS OR INJURIES, PRESENCE OF INSECTS, AND OTHER CONDITIONS THAT MAY HAVE OCCURRED SINCE THE NURSERY INSPECTION. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

D) AMENDED PLANTING SOIL: PLANTING SOIL FOR USE IN BACK FILLING PLANTING HOLES SHALL BE FORTY PERCENT (40%) TOPSOIL AND SIXTY PERCENT (60%) SAND AND BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER, WITHOUT MIXTURE OF SUBSOIL MATERIALS, AND OBTAINED FROM A WELL-DRAINED, ARABLE SITE. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND SHALL BE FREE FROM HEAVY CLAY, COARSE SAND, STONES, LIME, LITTER, PLANTS, ROOTS OR OTHER FOREIGN MATERIALS, OR NOXIOUS WEEDS. IT SHALL NOT CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. PH RANGE SHALL BE 5.0 TO 7.0 INCLUSIVE.

E) SAND SHALL BE CLEAN, WELL DRAINING NATIVE SAND. IF REQUESTED, CONTRACTOR SHALL AT ANY TIME AND AT NO COST TO OWNER, SUBMIT RESULTS OF SOIL TESTS FOR TOPSOIL AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL BY OWNER.

E. WATER

1. WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE GROWTH OF PLANTS AND SHALL NOT CONTAIN HARMFUL NATURAL OR MAN – MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SUCH SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

F. COMMERCIAL FERTILIZER

1. COMMERCIAL FERTILIZER SHALL BE A COMPLETE FORMULA; IT SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS.
FIFTY PERCENT (50%) OF THE NITROGEN SHALL BE DELIVERED FROM NATURAL ORGANIC SOURCES. THE FOLLOWING FERTILIZERS SHALL BE USED AND APPLIED AT RATES AS SUGGESTED BY MANUFACTURER'S SPECIFICATIONS:
1. SHRUBS AND TREES – MILORGANITE, OR APPROVED EQUAL
2. ANNUALS AND GROUNDCOVERS – OSMOCOTE/SIERRA BLEND 14 – 14 – 14
3. SOD – 8 – 8 – 8
IN ADDITION TO SURFACE APPLIED FERTILIZERS, ALL CONTAINER GROWN AND FIELD GROWN PLANT MATERIAL SHALL RECEIVE "AGRIFORM" PLANTING TABLETS 24 – 10 – 5 FORMULA, 21 GRAM OR EQUAL. THESE TABLETS SHALL BE PLACED AT THE RATE AND DEPTH SPECIFIED BY MANUFACTURER.

G. MULCH

1. MULCH SHALL BE FROM SHREDDED WOOD DERIVED FROM MELALEUCA OR OTHER INVASIVE TREE SPECIES AND SHALL BE STERILIZED TO EFFECTIVELY ELIMINATE ALL SEEDS, SPORES, ETC. AND RENDER THEM BARREN.

2. MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT AND APPLIED AT A DEPTH OF THREE INCHES (3"). MULCH IS TO BE KEPT 2-3" FROM THE STEM OF ALL GROUNDCOVERS & 3-6" FROM THE TRUNK OF ALL TREES & PALMS.

3. MULCH SHALL BE GRADE 'B' SHREDDED, AND SHALL BE APPLIED EVENLY AND SMOOTH TO PLANTED AREAS.

4. NO RED OR COLORED MULCH SHALL BE ACCEPTED UNLESS SPECIFIED ACCORDINGLY. NO CYPRESS MULCH OR PINE BARK SHALL BE USED.

H. DIGGING AND HANDLING

1. PROTECT ROOT SYSTEMS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN AND DRYING WINDS, WATER EROSION, AND OTHER HARMFUL CRITERIA AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT BREAKING AND DRYING OUT DURING LOADING, TRANSIT, AND UNLOADING/PLANTING. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS, AND IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS" FLORIDA PUBLICATION. NO PLANT WITH A ROOTBALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. THE ROOTS SHALL NOT BE CUT WITHIN THE MINIMUM SPREAD SPECIFIED IN THE PLANT LIST. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT IN MOVING AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS BY "GRADES AND STANDARDS FOR NURSERY PLANTS" FLORIDA PUBLICATION. PRUNING PRACTICED OTHER THAN MINIMAL PRUNING OF FRONDS, PRIMARILY TO REACH A "CLEAR TRUNK" SPECIFICATION, MAY CONSTITUTE REJECTION, OF ALL PLANTS SUBJECTED TO SUCH PRACTICE. LIKEWISE, EXCESSIVE PRUNING OR "SHAVING" OF ROOT BALLS TO MEET "CLEAR TRUNK" CRITERIA MAY CONSTITUTE REJECTION ONSITE. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL ON THE PLANTING DETAILS SHEET.

5. EXCAVATION OF PLANTING HOLES SHALL BE DONE USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS, AND PREPARED SUB-BASES.

I. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL – ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION, AND SHALL MEET MINIMUM SPECIFICATIONS IN THE PLANT LIST.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GOWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. PLANT ROOTS BOUND IN CONTAINERS OR WITH CIRCLING ROOTS SHALL NOT BE ACCEPTABLE.

4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NEED AUTHORIZATION FROM THE OWNER. LIKEWISE, SUBSTITUTION OF CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE BALLED AND BURLAPPED/FIELD GROWN WILL NEED AUTHORIZATION FROM THE OWNER AND LA OF RECORD PRIOR TO THE ORDERING OF ANY MATERIALS.

5. ALL PLANT MATERIALS SHALL MEET THE MINIMUM SPECIFICATIONS LISTED IN THE PLANT SCHEDULE; SIZE (HEIGHT/SPREAD) SPECIFICATIONS TAKE PRECEDENCE OVER GALLON SIZES (IF GALLON SIZES ARE SPECIFIED).

J. COLLECTED STOCK

1. WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED ON THE PLANT LIST SCHEDULE, THE MINIMUM SIZES OF ROOT BALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

K. NATIVE STOCK

1. PLANTS COLLECTED FROM WILD OR NATIVE STAND SHALL BE CONSIDERED GROWN WHEN THEY HAVE BEEN SUCCESSFULLY REESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

L. MATERIALS LIST

1. QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN A BIDDER'S TAKE OFF AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO THE SUBMISSION OF BIDS. DRAWING SHALL TAKE PRECEDENCE. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE. WHERE NO GALLON SIZE IS SPECIFIED ON CONTAINERIZED SHRUBS OR GROUNDCOVERS, THE HEIGHT & SPREAD SPECIFICATIONS SHALL PREVAIL.

M. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW FREE FLOW OF SURFACE WATER. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS.

N. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN UP WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE COMPLETELY REMOVED FROM THE SITE. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY AFFECT THE VIABILITY OF THE PLANTS TO BE INSTALLED, HE/SHE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S CONSTRUCTION MANAGER OR DESIGNEE.

2. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE PROHIBITED TO REMOVE VEGETATION BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRIPLINE OF A TREE TO REMAIN ON THE SITE UNLESS OTHERWISE APPROVED BY THE JURISDICTIONAL MUNICIPALITY

3. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES. INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORM WATER LINES, CABLE AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES.

4. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO MINIMUM DEPTH OF APPROXIMATELY 20% GREATER THAN THE RECOMMENDED PLANTING SOIL DEPTH – UNLESS OTHERWISE SPECIFIED BY JURISDICITIONAL CODE. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ONSITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE OR CONTACT OWNER'S CONSTRUCTION MANAGER OR DESIGNEE FOR RESOLUTION.
CONTRACTOR IS TO ENSURE THAT ALL COMPACTED SOIL, ROAD ROCK, & EXCESS DEBRIS SHALL BE REMOVED & A 24" LAYER OF NON-LIMEROCK PLANTING SOIL FAVORABLE TO SHRUB GROWTH & SUSTAINABILITY EXISTS OVER ALL PLANTING AREAS. TREE PITS SHALL BE EXCAVATED & BACKFILLED WITH PLANTING SOIL TO A MINIMUM DEPTH OF 30".

5. RECOMMENDED PLANTING SOIL DEPTH IS GENERALLY AS FOLLOWS:
ALL TREES AND TALL SHRUBS (INDICATED AS 'SHRUBS' & 'SHRUBS AREAS' ON THE PLANT SCHEDULE) SHALL BE PLANTED WITH A MINIMUM OF 12" TOPSOIL AROUND AND BENEATH THE ROOTBALL; MINIMUM TOPSOIL SHALL BE 6" FOR LOW SHRUBS/GROUNDCOVER AREAS AND 2" FOR SODDED GRASS AREAS.
THE MINIMUM TOPSOIL DEPTHS ARE IN ADDITION TO A MINIMUM NON-LIMEROCK SOIL DEPTH OF 10"-18", CONSISTING OF EXISTING UNDISTURBED OR NATIVE SOIL THAT WAS STORED/STOCKPILED ON SITE AND REUSED, OR CLEAN IMPORTED PLANTING SOIL WITH A RANGE OF ORGANIC MATTER BETWEEN 3-5% CONTAINING NO STONES GREATER THAN AN INCH AND A HALF IN DIAMETER IN ANY DIRECTION. TOPSOIL DEPTHS PLUS PLANTING SOIL/EXISTING NATIVE SOIL MINIMUM DEPTHS ARE IN ADDITION TO ANY LIMESTONE/LIMEROCK SUBGRADE, & IN ADDITION TO EXCAVATION WIDTHS REQUIRED FOR TREE PITS AS SHOWN ON THE PLANTING DETAILS.
PURSUANT TO THE ABOVE, THE TOTAL MINIMUM DEPTH OF VIABLE NON-LIMEROCK PLANTING SOIL, INCLUDING EXISTING VIABLE UNDISTURBED/OR STOCKPILED SOIL (IF PRESENT), REQUIRED TO BE PROVIDED ABOVE ANY LIMESTONE/LIMEROCK SUBGRADE CONDITION SHALL BE 12" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR SOD AREAS; 16" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR GROUNDCOVERS; 24" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR SHRUBS/SHRUB AREAS; AND 30" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR TREE PITS. DESIGNATION OF 'TREES,' 'SHRUBS'/'SHRUB AREAS,' AND 'GROUNDCOVERS' SHALL BE CONSISTENT WITH THE LABELING OF PLANT MATERIALS SHOWN ON THE LANDSCAPE PLAN'S PLANT SCHEDULE, WITH THE EXCEPTION OF COMMON TURFGRASSES WHICH MAY BE INDICATED AS 'GROUNDCOVERS.' NONE OF THE ABOVE MINIMUMS SHALL PRECLUDE THE CONTRACTOR FROM EXCAVATING & PROVIDING SOIL IN ACCORDANCE WITH NOTE N.4 OR N.9. IMPORTED PLANTING SOIL SHALL BE IN ACCORDANCE WITH NOTE D.2.D.
IT IS THE CONTRACTORS RESPONSIBILITY TO VISIT THE SITE & TAKE REASONABLE MEASURES AS PART OF DUE DILIGENCE TO DETERMINE THE EXTENT OF EXCAVATION REQUIRED & TO DETERMINE THE AMOUNT OF PLANTING SOIL NECESSARY TO ENSURE LONG-TERM SUSTAINABILITY & SURVIVAL OF THE PLANT MATERIALS IN ACCORDANCE WITH THIS CONTRACT.

6. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.

7. GENERAL: COMPLY WITH FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. PLANTS SHALL BE PROTECTED UPON ARRIVAL AT THE SITE BY BEING THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS SHALL NOT REMAIN UNPROTECTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

8. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE THE PLANTING WITH THE IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION ITEMS AND PLANTS.

9. ALL PLANTING HOLES SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD TO NURSERY STOCK 280.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL AS SPECIFIED HEREIN BEFORE (SEE MATERIALS, SECTION D). TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE PLANTING DETAIL THAT ADDRESSES THIS CONDITION. POOR DRAINAGE CONDITIONS TYPICALLY HAVE A PERCOLATION RATE OF 4" OR LESS PER HOUR, AS DETERMINED BY THE GEOTECHNICAL ENGINEER. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURE AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL RECOMMENDED.

10. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS, CURBS, PAVING, AND OTHER HARDSCAPE MATERIALS WHILE INSTALLING TREES.

11. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION D (MATERIALS) OF THESE SPECIFICATIONS. IN ADDITION, EACH PLANTING HOLE SHALL RECEIVE 21-GRAM "AGRIFORM" PLANTING TABLETS PER MANUFACTURER'S SPECIFICATIONS OR AS FOLLOWS:
- TWO (2) TABLETS PER 1 GAL. PLANT
- THREE (3) TABLETS PER 3 GAL. PLANT
- FOUR (4) TABLETS PER 10 GAL. PLANT
LARGER MATERIAL
-TWO (2) TABLETS PER HALF INCH (1/2") OF TRUNK CALIPER

12. TREES AND SHRUBS SHALL BE SET STRAIGHT AND AT SUCH A LEVEL THAT AFTER SETTLEMENT, THE TOP OF THE ROOT SYSTEM (FOR SHRUBS AND GROUNDCOVER) OR TRUNK FLARE (TREES AND PALMS) WILL STAND ONE (1) TO TWO (2) INCHES ABOVE FINAL GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PLANTING HOLE. PLANTING SOIL MIXTURE SHALL BE BACKFILLED AND THOROUGHLY TAMPED AROUND THE BALL AND SHALL BE SETTLED BY WATER AFTER TAMPING.

13. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, TURNING SOIL IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET OR OTHER TAMPING DEVICE. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, ETC., SHALL BE PULLED FROM UNDERNEATH.

14. PRUNING: FOR DAMAGED OR BROKEN LIMBS, EACH TREE SHALL BE PRUNED TO PRESERVE THE NATURAL CHARACTER OF THE SPECIES. ALL SUCKER GROWTH SHALL BE COMPLETELY REMOVED PRIOR TO DIGGING.

15. SHRUBS AND GROUNDCOVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED IN THE PLANT LIST. CULTIVATE ALL MASS PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE OF ALL DEBRIS, TILL 4" OF PLANTING SOIL MIX INTO THE NEWLY TILLED PLANTING BED FOR GENERAL NUTRIENT DISBURSEMENT. MASS PLANTING BED IS NOW READY TO RECEIVE HOLES FOR NEW PLANTS. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

16. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE LANDSCAPE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO ENSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. TREES SHALL USE ARBORTIE AS PER DETAIL SHEET. PALMS SHALL USE WOOD BRACING PER DETAIL SHEET.

17. MULCHING: PROVIDE A THREE INCH (3") MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUNDCOVER AND VINE BED AND TREE PIT (FOR TREES AND PALMS, MIN. THREE INCH (3") FROM EDGE OF TRUNKS). – UNLESS OTHERWISE REQUIRED BY LOCAL CODES AND SPECIFIED AS SUCH.

18. SYSTEMIC HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER OR THEIR DESIGNEE, A SYSTEMIC HERBICIDE SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. AFTER MULCH HAS BEEN APPLIED TO PLANTING BEDS AND TREE RINGS, TREAT ALL MULCHED AREAS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER.

O. LAWN SODDING

STENOTAPHRUM SECUNDATUM, V. 'FLORITAM' UNLESS OTHERWISE NOTED. (ST. AUGUSTINE SOLID SOD).
1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING:
COMPLETE IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A GRASS LAWN ACCEPTABLE TO THE OWNER AND GOVERNING AGENCIES.

2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND OTHER DEBRIS, AND THE SOIL BROUGHT TO AN EVEN PREPARED GRADE TO ALLOW FOR SOIL PREPARATION.

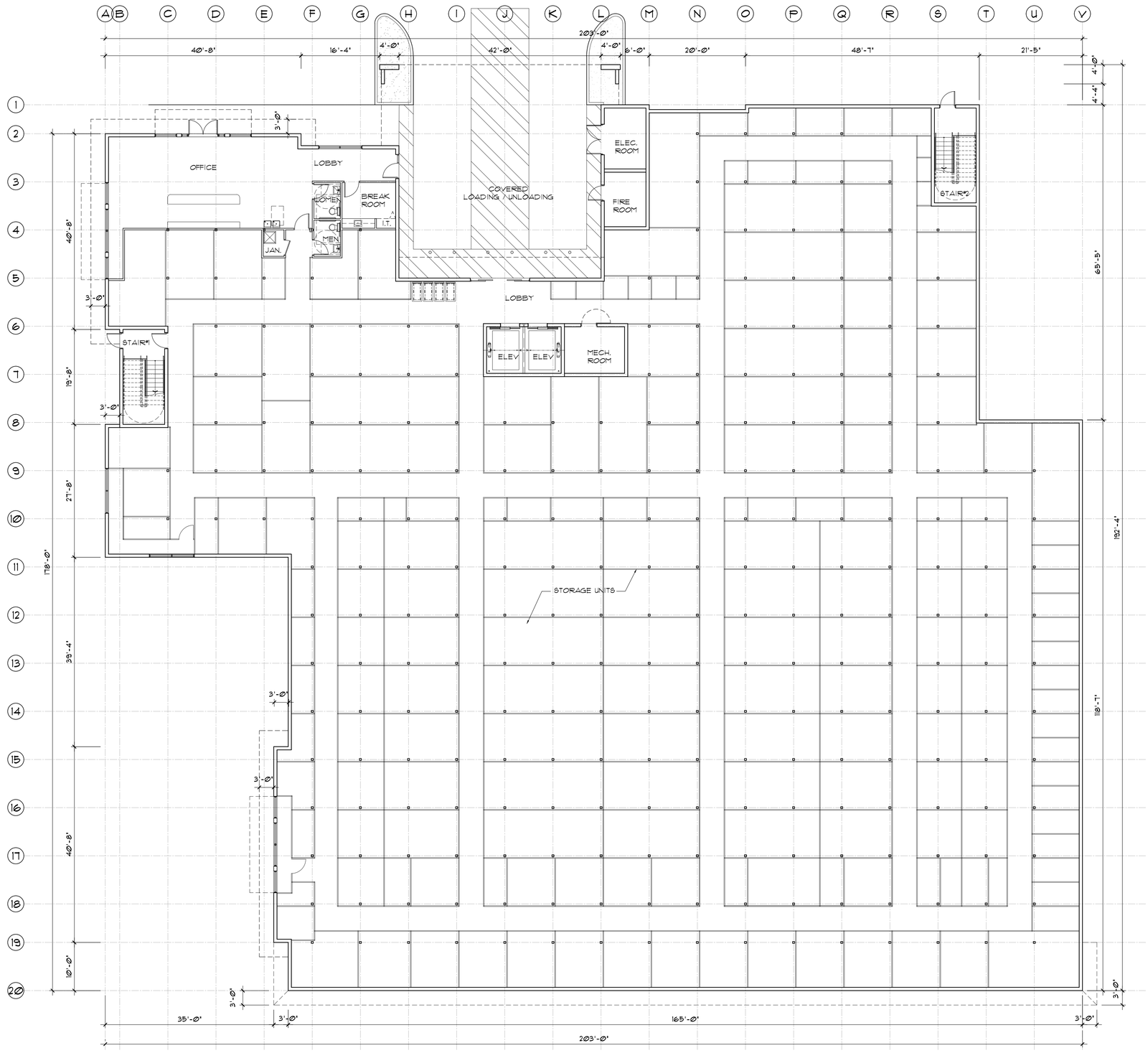
3. SOIL PREPARATION: PREPARE LOOSE BED FOUR INCHES (4") DEEP. APPLY FERTILIZER AT A RATE OF TWENTY (20) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. APPLICATION SHALL BE UNIFORM, UTILIZING COMMERCIAL BROADCAST SPREADERS. MIX FERTILIZER THOROUGHLY WITH THE SOIL TO A DEPTH OF THREE INCHES (3"). HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY TO PREPARE FOR SOD INSTALLATION.

4. SODDING: THE CONTRACTOR SHALL SOD ALL THE PERVIOUS AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS TO CREATE A UNIFORM, NEW TURF BLANKET FOR THE SITE. ALL PERVIOUS AREAS TO REMAIN THAT ARE DISTURBED BY CONSTRUCTION & NOT SHOWN TO HAVE SHRUBS OR GROUNDCOVER ON THE LANDSCAPE PLAN SHALL BE SODDED BY CONTRACTOR. ALL SOD OFF-SITE OR IN THE RIGHT-OF-WAY (DEDICATED OR OTHERWISE) SHALL BE BAHIA 'ARGENTINE' SOLID SOD UNLESS OTHERWISE NOTED.

A) THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETY TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS, AND DISEASE OF ANY KIND, SOD PANELS SHALL BE LAID TIGHTLY TOGETHER TO MAKE A SOLID, SODDED LAWN AREA.

B) SOD SHALL BE LAID IN ROWS WITH EVERY OTHER ROW STAGGERED HALFWAY BETWEEN THE NEXT TO INSURE NO CONTINUOUS STACKED JOINTS. SEW JOINTS OF SOD TO INSURE A TIGHT FIT AT JOINTS, WITH GAPS NO GREATER THAN 1" BETWEEN SOD PANELS.

C) SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A FO



1 A4.0 **GROUND FLOOR PLAN**

3/32"=1'-0"

HOBE SOUND STORAGE

U.S. HIGHWAY NO. 1
HOBE SOUND, FLORIDA, 33455

KENNETH R. CARLSON - ARCHITECT, P.A.

1166 W. NEWPORT CENTER DR., SUITE #311
DEERFIELD BEACH, FLORIDA 33442
PH. (954) 427 - 8848
FAX (954) 427 - 9329
AA C001818
e-mail: kenc@kencarlson.com

Revisions:

DRAWN BY: FS
CHECKED BY: KRC
DATE: 04/10/2012
SCALE: AS NOTED
PROJECT #: 21128
CAD DWG FILE: A4.0

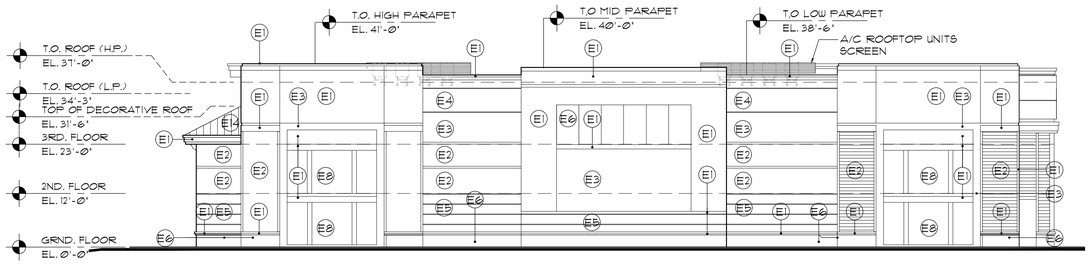
AR12546

KENNETH R. CARLSON

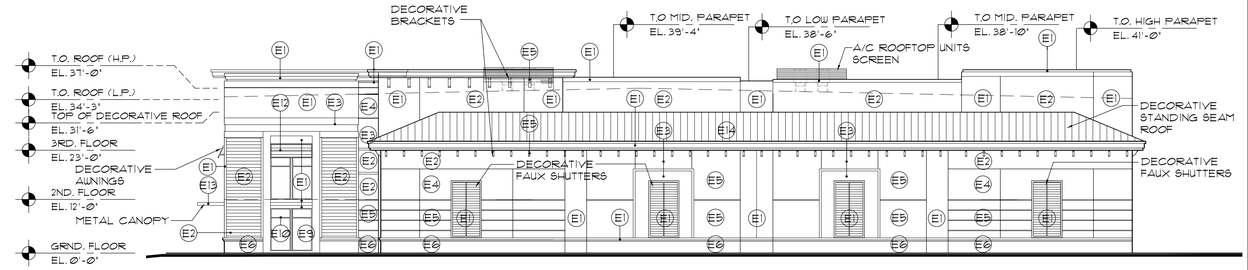
SHEET OF

A4.0

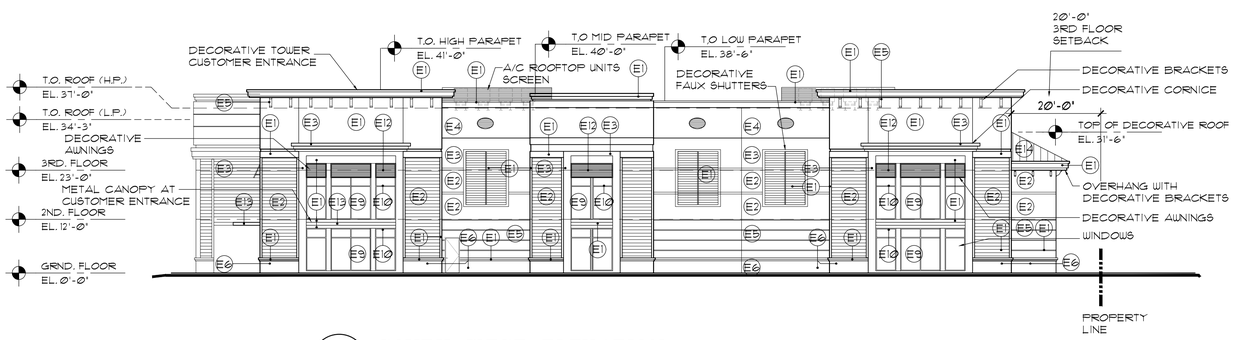
PAGE OF



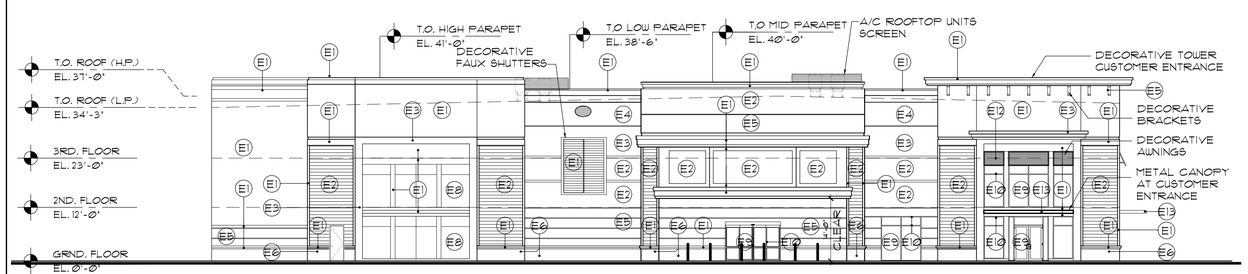
3 A5.0 **NORTH–EAST ELEVATION**
1/16"=1'-0"



4 A5.0 **SOUTH–EAST ELEVATION**
1/16"=1'-0"



1 A5.0 **SOUTH–WEST ELEVATION**
1/16"=1'-0"



2 A5.0 **NORTH–WEST ELEVATION**
1/16"=1'-0"

MARK	DESCRIPTION	MATCH MANUF.	CATALOG NO.	COLOR	TYPE	FINISH	COATS	NOTE:	COMMON NAME
E1	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 7006	EXTRA WHITE	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL70 ON TEX-COTE PRIMER - SOLVENT BASED	WHITE
E2	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 6511	SNOWDROP	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL70 ON TEX-COTE PRIMER - SOLVENT BASED	LIGHT GRAY
E3	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 6203	SPARE WHITE	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL70 ON TEX-COTE PRIMER - SOLVENT BASED	WHITE
E4	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 7010	SITE WHITE	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL70 ON TEX-COTE PRIMER - SOLVENT BASED	WHITE
E5	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 6001	GRAYISH	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL70 ON TEX-COTE PRIMER - SOLVENT BASED	LIGHT GRAY
E6	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 7059	UNUSUAL GRAY	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL70 ON TEX-COTE PRIMER - SOLVENT BASED	GRAY
E7	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 6701	MOONRAKER	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL70 ON TEX-COTE PRIMER - SOLVENT BASED	YELLOW
E8	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 7067	CITYSCAPE	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL70 ON TEX-COTE PRIMER - SOLVENT BASED	DARK GRAY
E9	STOREFRONT GLAZING	YKK	LIGHT GRAY	LIGHT GRAY	IMPACT	-	-	IMPACT RATED	LIGHT GRAY
E10	STOREFRONT FRAMES	YKK	WHITE	WHITE	ANODIZED	-	BY MANUF.	BY MANUF.	WHITE
E11	SPANDREL GLAZING	YKK	BLACK	BLACK	TEMP	FLOAT	-		DARK GRAY
E12	ALUMINUM SILVER POWDER COATED LOUVERED AWNING	YKK	TO MATCH SW 7067	CITYSCAPE	ANODIZED	-	BY MANUF.	PREFINISHED	DARK GRAY
E13	PREFAB METAL CANOPY	-	TO MATCH SW 6701	MOONRAKER	ANODIZED	BY MANUF.	BY MANUF.	PREFINISHED	YELLOW
E14	STANDING SEAM METAL ROOF	-	-	GRAY	PRE-FINISHED	GLOSS	BY MANUF.	PREFINISHED	GRAY

5 A5.0 **FINISH SCHEDULE**

GRAPHIC SCALE
16 4 0 8 16 32
(in feet)
1/16 inch=1 ft

HOBE SOUND STORAGE

U.S. HIGHWAY NO. 1
HOBE SOUND, FLORIDA, 33455

KENNETH R. CARLSON – ARCHITECT, P.A.
1166 W. NEWPORT CENTER DR., SUITE #311 AA C001818
DEERFIELD BEACH, FLORIDA 33442
PH. (954) 427 - 8848 FAX (954) 427 - 9329
e-mail: kenc@kencarlson.com

Revisions:

DRAWN BY: FS
CHECKED BY: KRC
DATE: 04/10/2022
SCALE: AS NOTED
PROJECT #: 21128
CAD DWG FILE: A5.0

KENNETH R. CARLSON
AR12546

SHEET OF
A5.0
PAGE OF

Thomas Engineering Group
840 SE Osceola Street
Stuart, FL 34994
P: (772) 888-3138
www.ThomasEngineeringGroup.com

January 1, 2025

[Addressee]
[Address of Recipient]

Subject and Location: **Hobe Sound Storage Major Final Site Plan (H164-002).**
This is a request by Thomas Engineering Group, LLC on behalf of Live Oak Capital Partners for approval of a Major Final Site Plan to construct a 3-story, approximately 94,132 square foot residential storage facility and associated infrastructure on an approximate 4-acre undeveloped property. The property is located east of SE Federal Highway approximately 0.28 miles south of SE Heritage Boulevard, south of the Bethel Lutheran Church in Hobe Sound. Included in this application is a request for a Certificate of Public Facilities Reservation.

Dear Property Owner:

As a landowner within 500 feet of the property identified in the above description and shown on the attached map, please be advised that the Local Planning Agency and the Board of County Commissioners will conduct public hearings on the subject listed above.

The date, time, and place of the scheduled hearings are as follows:

Governing Body: **LOCAL PLANNING AGENCY**
7:00 P.M., or as soon after as the matter may be heard, on
Thursday, February 6, 2025

Governing Body: **BOARD OF COUNTY COMMISSIONERS**
9:00 A.M., or as soon after as the matter may be heard, on
Tuesday, February 11, 2025

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 to participate in these proceedings are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, or the Office of the County Administrator at (772) 288-5400, or in writing to 2401 S.E. Monterey Road, Stuart, FL 34996, no later than three days before the date of the meeting. Persons using a TTY device, please call 711 Florida Relay Services.

When attending a public hearing, a person may speak during the public comment portion of the public hearing. A person may also participate as an Intervenor. An Intervenor may ask questions of the staff and applicant and may provide testimony. To be an Intervenor, a person must qualify to receive mailed notice of the application in accordance with Article 10, Section 10.6.E, Land Development Regulations, Martin County Code. In addition, an Intervenor must file a form of intent with the County Administrator at least seven (7) business days prior to the Local Planning Agency (LPA) or Board of County Commissioners (BOCC) meeting. No fee will be assessed. If the Intervenor is representing a group/association, he/she must file a letter on official letterhead, signed by an authorized representative of the

group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us. Any documentation, including any digital media, intended to be proffered as evidence must be submitted to the Growth Management Department at least seven (7) business days prior to the LPA or BCC meetings

If any person who decides to appeal a decision made with respect to any matter considered at the meetings or hearings of a board, committee, agency, council, or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made. This record should include the testimony and evidence upon which the appeal is to be based.

For further information, including copies of the original application documents or agenda item materials, please call the Growth Management Department at (772) 288-5495. Prior to the public hearings, written comments should be sent to Brian Elam, PMP, Principal Planner, at belam@martin.fl.us or to 2401 SE Monterey Road, Stuart, FL 34996.

Sincerely,

Live Oak Capital Partners

Attachment: Location Map (legal description if no address is available)

LEGAL DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF RIDGEWAY MOBILE HOME SUBDIVISION AS RECORDED IN PLAT BOOK 7, PAGE 26, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, THENCE RUN NORTH 42°14'43" WEST A DISTANCE OF 3102.67 FEET ALONG THE EAST RIGHT OF WAY OF U.S. #1 TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 42°14'43" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 249.00 FEET, THENCE RUN NORTH 47°45'17" EAST A DISTNAVE OF 700.00 FEET, THENCE RUN SOUTH 42°14'43" EAST A DISTANCE OF 249.00 FEET, THENCE RUN SOUTH 47°45'17" WEST A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING.

LOCATION MAP

PROJECT:	HOBE SOUND STORAGE		
LOCATION:	MARTIN COUNTY, FLORIDA		
PROJECT NO:	FJ220006	PAGE NO: 1	OF 1
PREPARED BY:	NJL	DATE:	09/21/2022
CHECKED BY:	BMU	SCALE:	N.T.S.

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
125 W. INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 PHONE: (561) 203-7503

N

D-Signs, LLC
911 S.E. Hillcrest Ave.
Stuart, FL 34994

May 12, 2023

Thomas Engineering Group, LLC
840 SE Osceola St.
Stuart FL 34994

REF: Hobe Sound Storage
CPA #23-02
& Project # H164-002

Attn::

This Letter is to Certify that the above referenced sign(s) were installed per Martin County requirements. On 5/12/23 This sign was posted according to and complies with the standards of the notice provisions of Article 10, Section 10:6 Development Review Procedures.

Sign 1 Zoning Change
Sign 2 Major Final Site Plan

Kurt C. Larsen

Date 5/12/23

State of Florida
County of Martin

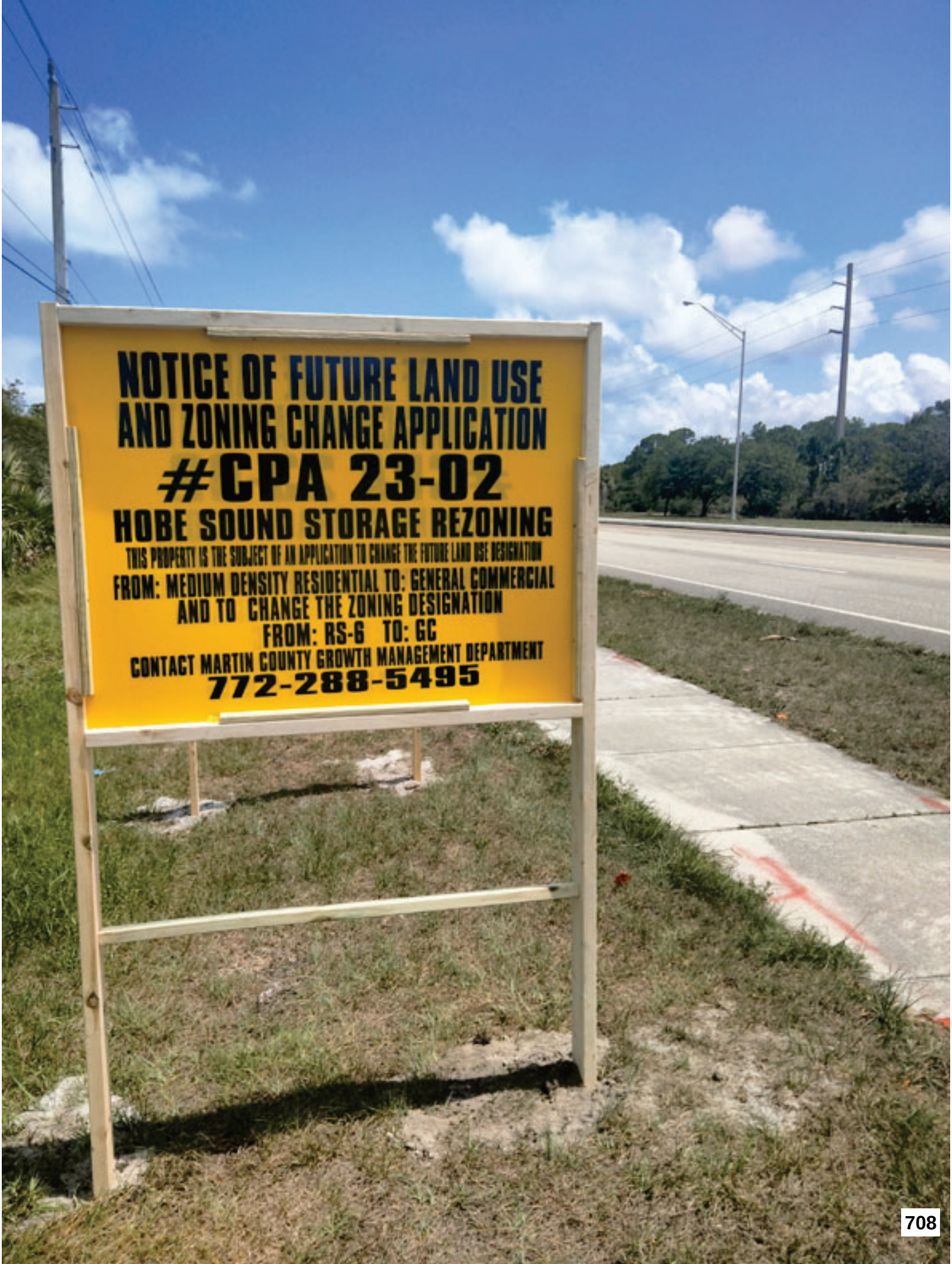
Kurt C. Larsen, who is personally known to me, who did not take an oath, acknowledged the foregoing instrument before me on MAY 12, 2023.

JUANITA SMITH
Notary Public, State of Florida
Commission No. GG 953580
My Comm. Exp. Feb. 11, 2024

NOTICE
DEVELOPMENT APPLICATION
HOBE SOUND STORAGE
MAJOR FINAL SITE PLAN
ADDITIONAL INFORMATION CAN BE OBTAINED FROM
MARTIN COUNTY GROWTH MANAGEMENT @772-288-5495
PROJECT # H164-002
RE LAND USE
GE APPLICATION
23-02
RAGE REZONING
TIAL TO: GENERAL COMMERCIAL
ZONING DESIGNATION
-6 TO: GC
8-5495

NOTICE
DEVELOPMENT APPLICATION
HOBE SOUND STORAGE
MAJOR FINAL SITE PLAN
ADDITIONAL INFORMATION CAN BE OBTAINED FROM
MARTIN COUNTY GROWTH MANAGEMENT @772-288-5495
PROJECT # H164-002

NOTICE OF FUTURE LAND USE
AND ZONING CHANGE APPLICATION
#CPA 23-02
HOBE SOUND STORAGE REZONING
THIS PROPERTY IS THE SUBJECT OF AN APPLICATION TO CHANGE THE FUTURE LAND USE DESIGNATION
FROM: MEDIUM DENSITY RESIDENTIAL TO: GENERAL COMMERCIAL
AND TO CHANGE THE ZONING DESIGNATION
FROM: RS-6 TO: GC
CONTACT MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT
772-288-5495


NOTICE OF FUTURE LAND USE
AND ZONING CHANGE APPLICATION
#CPA 23-02
HOBE SOUND STORAGE REZONING
THIS PROPERTY IS THE SUBJECT OF AN APPLICATION TO CHANGE THE FUTURE LAND USE DESIGNATION
FROM: MEDIUM DENSITY RESIDENTIAL TO: GENERAL COMMERCIAL
AND TO CHANGE THE ZONING DESIGNATION
FROM: RS-6 TO: GC
CONTACT MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT
772-288-5495

Martin County - Growth Management
Advertiser:
N/A
Agency:
B-8-All
Section-Page-Zone(s):
H164-002 Hobe So
Description:
109484470
Ad Number:
N/A
Insertion Number:
1 Col x 10.68 in
Size:
N/A
Color Type:
Wednesday, January 22, 2025
The Stuart News
TREASURE COAST NEWSPAPERS PART OF THE USA TODAY NETWORK

Notice To Creditors

IN THE CIRCUIT COURT FOR THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR MARTIN COUNTY, FLORIDA.
PROBATE DIVISION
CASE NO: 2024CP001828
IN RE: ESTATE OF
JODI MARIE MONTANO a/k/a
JODI M. MONTANO,
Deceased.

NOTICE TO CREDITORS

TO ALL PERSONS HAVING CLAIMS OR DEMANDS AGAINST THE ABOVE ESTATE:
The administration of the Estate of Jodi Marie Montano, a/k/a Jodi M. Montano, deceased, whose date of death was October 25, 2024, is pending in the Circuit Court for St. Lucie County, Florida, Probate Division, the address of which is Post Office Box 700, Ft. Pierce, FL 34954.
The names and addresses of the personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court WITHIN THE LATER OF THREE MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and persons having claims or demands against the decedent's estate must file their claims with this court WITHIN THREE MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN SECTION 733.702 OF THE FLORIDA PROBATE CODE WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT=S DATE OF DEATH IS BARRED.
The personal representative or curator has no duty to discover whether any property held at the time of the Decedent's death by the decedent or the decedent's surviving spouse is property to which the Florida Uniform Disposition of Community Property Rights at Death Act as described in FS sections 732.216-732.228 applies, or may apply, unless a written demand is made by a creditor or a beneficiary as specified under FS Section 732.2211.

The date of the first publication of this Notice is Jan 22, 2024.

JILL RUOTOLO
Personal Representative
423 Euphoria Circle
Cary, North Carolina 27519
JORDAN FIELDS, ESQUIRE
Attorney for Personal Representative
Florida Bar No. 205745
JORDAN FIELDS PA
416 Cortez Avenue
Stuart, FL 34994
Phone: (772) 286-0890
Fax: (772) 288-1728
Primary e-mail:
jordan@jfpalaw.com
Secondary e-mail:
chris@jfpalaw.com
Pub: Jan 22 & 29, 2025
TCN10954475

IN THE CIRCUIT COURT FOR MARTIN COUNTY, FLORIDA PROBATE DIVISION
File Number 24-1593 CP
IN RE: ESTATE OF
RICHARD H. TIERNEY,
Deceased.

NOTICE TO CREDITORS

The administration of the estate of RICHARD H. TIERNEY, deceased, whose date of death was December 1, 2024, is pending in the Circuit Court for Martin County, Florida, Probate Division, the address of which is 100 East Ocean Blvd., Stuart, Florida 34994. The names and addresses of the personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTE §733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
A personal representative or curator has no duty to discover whether any property held at the time of the decedent's death by the decedent or the decedent's surviving spouse is property to which the Florida Uniform Disposition of Community Property Rights at Death Act as described in ss. 732.216-732.228, applies, or may apply, unless a written demand is made by a creditor as specified under s. 732.2211.
The date of first publication of this Notice is January 22, 2025.
/s/Steven J. Wood
STEVEN J. WOOD, Esquire
Attorney for
Personal Representative
Florida Bar No. 0828531
McCARTHY, SUMMERS, WOOD, NORMAN, MELBY
& SCHULTZ, P.A.
2400 S.E. Federal Highway,
4th Floor
Stuart, Florida 34994
Telephone: (772) 286-1700
Primary Email:
sjw@mccarthysummers.com
Secondary Email:
lne@mccarthysummers.com
Tertiary Email:
kat@mccarthysummers.com
/s/Richard H. Tierney, Jr.
RICHARD H. TIERNEY, JR.
Personal Representative
23 Gardner Hollow Road
Poughquag, New York 12570
TCN 01/22/25 01/29/25 #10951631

IN THE CIRCUIT COURT FOR INDIAN RIVER COUNTY, FLORIDA
PROBATE DIVISION
File No. 312024CP001466
IN RE: Estate of DOUGLAS HARDING NECESSARY

NOTICE TO CREDITORS

The administration of the estate of DOUGLAS HARDING NECESSARY, deceased, whose date of death was October 20, 2024, is pending in the Circuit Court for INDIAN RIVER, Florida, Probate Division, the address of which is 2000 16th Ave, Vero Beach, Fl 32960.
The names and addresses of the personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES 733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The personal representative or curator has no duty to discover whether any property held at the time of the decedent's death by the decedent or the decedent's surviving spouse is property to which the Florida Community Property Rights at Death Act as described in ss. 732.216-732.228 applies, or may apply, unless a written demand is made by a creditor or a beneficiary as specified under s. 732.2211.
The date of first publication of this notice is January 22, 2025.

Attorney for Personal Representative:
Erin Kirkwood
Erin Kirkwood Law
607 SW St. Lucie Crescent, Suite 106
Stuart, FL 34994
772-210-2529
erin@erinkirkwoodlaw.com

Personal Representative:
Erik L. Hedberg
1329 Hydrangea
Leland, NC 28451
January 15, 22 2025
LSAR0222761

IN THE CIRCUIT COURT FOR ST LUCIE COUNTY, FLORIDA
PROBATE DIVISION
File No. 562023CP001022XXXHC
IN RE: Estate of JACOB FARASH AKA JACK FARASH

NOTICE TO CREDITORS

The administration of the estate of JACOB FARASH AKA JACK FARASH, deceased, whose date of death was June 14, 2023, is pending in the Circuit Court for ST LUCIE, Florida, Probate Division, the address of which is 201 South Indian River Drive, 2nd FL, Fort Pierce, FL 34950. The names and addresses of the personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES 733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The personal representative or curator has no duty to discover whether any property held at the time of the decedent's death by the decedent or the decedent's surviving spouse is property to which the Florida Community Property Rights at Death Act as described in ss. 732.216-732.228 applies, or may apply, unless a written demand is made by a creditor or a beneficiary as specified under s. 732.2211.
The date of first publication of this notice is January 15, 2025.

Attorney for Personal Representative:
ELDER & ESTATE PLANNING ATTORNEYS PA
480 Maplewood Drive Suite 3
Jupiter, Florida 33458
Telephone: (561) 694-7827
Facsimile: (561) 745-6460
Eservice Email: eepapa@elderlawyersfl.com
Secondary Email: anne@elderlawyersfl.com
Jane@elderlawyersfl.com
By: /S/ Anné Desormier-Cartwright
Anné Desormier-Cartwright
Florida Bar No 457582
Use Jupiter address for mailing
Treasure Coast Office
Miracle Mile Plaza
601 21st ST Suite 300
Vero Beach, FL 32960

Personal Representative:
Paul Farash
1335 7th Street
West Babylon, NY 11972

January 22, 29 2025
LSAR0225116

IN THE CIRCUIT COURT FOR INDIAN RIVER COUNTY, FLORIDA
PROBATE DIVISION
File No. 212024CP000759
IN RE: Estate of Donny Leon Milton

NOTICE TO CREDITORS

The administration of the estate of Donny Leon Milton, deceased, whose date of death was May 14, 2024, is pending in the Circuit Court for Indian River, Florida, Probate Division, the address of which is 2000 16th Avenue, Vero Beach, FL 32960. The names and addresses of the personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON

Notice To Creditors

decedent or the decedent's surviving spouse is property to which the Florida Community Property Rights at Death Act as described in ss. 732.216-732.228 applies, or may apply, unless a written demand is made by a creditor or a beneficiary as specified under s. 732.2211.
The date of first publication of this notice is January 15, 2025.

Attorney for Personal Representative:
Charles H. Sanford
Florida Bar Number: 702821
3003 Cardinal Dr Ste B
Vero Beach, FL 32963
Telephone: (772) 492-1695
Fax: (772) 492-1697
E-Mail: charleshsanfordlaw@comcast.net
Secondary E-Mail: captcharlz@aol.com

Personal Representative:
Blanche E. Necessary
2151 Sea Mist Ct.
Vero Beach, Florida 32963
January 15, 22 2025
LSAR0222469

IN THE CIRCUIT COURT FOR ST. LUCIE COUNTY, FLORIDA
PROBATE DIVISION
File No. 24CP001777
IN RE: Estate of David L. Hedberg

NOTICE TO CREDITORS

The administration of the estate of David L. Hedberg, deceased, whose date of death was November 16, 2024, is pending in the Circuit Court for St. Lucie, Florida, Probate Division, the address of which is 201 South Indian River Drive, Fort Pierce, FL 34950. The names and addresses of the personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES 733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The personal representative or curator has no duty to discover whether any property held at the time of the decedent's death by the decedent or the decedent's surviving spouse is property to which the Florida Community Property Rights at Death Act as described in ss. 732.216-732.228 applies, or may apply, unless a written demand is made by a creditor or a beneficiary as specified under s. 732.2211.
The date of first publication of this notice is January 22, 2025.

Attorney for Personal Representative:
Robert J. Fraxedas, Esquire
633 S. Federal Hwy, 6th Floor
Ft. Lauderdale, FL 33301

Personal Representative:
Beckett C. Horner, Esquire
601 21st Street, Suite 401
Vero Beach, FL 32960
January 22, 29 2025
LSAR0225283

IN THE CIRCUIT COURT FOR MARTIN COUNTY, FLORIDA
PROBATE DIVISION
File No. 432024CP001605
IN RE: Estate of Margaret G. Matthews

NOTICE TO CREDITORS

The administration of the estate of Margaret G. Matthews, deceased, whose date of death was November 13, 2024, is pending in the Circuit Court for Martin, Florida, Probate Division, the address of which is 100 South East Ocean Blvd., Ste. 200, Stuart, Florida 34994. The names and addresses of the personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES 733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The personal representative or curator has no duty to discover whether any property held at the time of the decedent's death by the decedent or the decedent's surviving spouse is property to which the Florida Community Property Rights at Death Act as described in ss. 732.216-732.228 applies, or may apply, unless a written demand is made by a creditor or a beneficiary as specified under s. 732.2211.
The date of first publication of this notice is January 22, 2025.

Attorney for Personal Representative:
Susan L. Copeland
Attorney
Florida Bar Number: 123160
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Blvd
Suite 200
Stuart, Florida 34996
Telephone: (772) 288-1980
Fax: (772) 288-0610
E-Mail: scopeland@gunster.com
Secondary E-Mail: eservice@gunster.com
Secondary E-Mail: soswald@gunster.com

Personal Representative:
Jeffrey L. Matthews
615 6th Avenue North
Naples, Florida 34102
January 22, 29 2025
LSAR0225665

IN THE CIRCUIT COURT FOR SAINT LUCIE COUNTY, FLORIDA
PROBATE DIVISION
File No. 2024-CP-001319
IN RE: Estate of SHIRLEY J. MEYER

NOTICE TO CREDITORS

The administration of the estate of SHIRLEY J. MEYER, deceased, whose date of death was March 24, 2024, is pending in the Circuit Court for Saint Lucie, Florida, Probate Division, the address of which is 201 South Indian River Drive, Fort Pierce, Florida 34950. The names and addresses of the personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES 733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The personal representative or curator has no duty to discover whether any property held at the time of the decedent's death by the decedent or the decedent's surviving spouse is property to which the Florida Community Property Rights at Death Act as described in ss. 732.216-732.228 applies, or may apply, unless a written demand is made by a creditor or a beneficiary as specified under s. 732.2211.
The date of first publication of this notice is January 22, 2025.

Attorney for Personal Representative:
Mary Kate Clem, Esquire
Florida Bar Number: 1025345
Block & Scarpa
601 21st Street, Suite 401
Vero Beach, Florida 32960
Telephone: (772) 794-1918
E-Mail: mkclem@blockscarpa.com
Secondary E-Mail: sholzmann@blockscarpa.com

Personal Representative:
Ralph R. Meyer
January 22, 29 2025
LSAR0226413

Homes

Pu[illegible]

IN THE CIRCUIT [illegible] THE NINETEENTH J[illegible] CIRCUIT IN AND FO[illegible] RIVER COUNTY, FLO[illegible]
CIVIL DIVISION
Case #: 2017 CA 000[illegible]
U.S. Bank Trust National Ass[illegible]tion, Not In Its Individual Capacity but Solely as Owner Trustee for RCAF Acquisition Trust
Plaintiff,
-vs.-
JANET L. GEFAELL; JOHN H. GEFAELL; BERMUDA CLUB HOMEOWNERS ASSOCIATION, INC.; LANDMARK ASSET RECEIVABLES MANAGEMENT LLC; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; UNKNOWN PARTY #1, UNKNOWN PARTY #2, UNKNOWN PARTY #3, and UNKNOWN PARTY #4 the names being fictitious to account for parties in possession
Defendant(s).

NOTICE OF SALE

NOTICE IS HEREBY GIVEN pursuant to order rescheduling foreclosure sale or Final Judgment, entered in Civil Case No. 2017 CA 000462 of the Circuit Court of the 19th Judicial Circuit in and for Indian River County, Florida, wherein U.S. Bank Trust National Association, Not In Its Individual Capacity but Solely as Owner Trustee for RCAF Acquisition Trust, Plaintiff and JANET L. GEFAELL are defendant(s), the Clerk of Court, Ryan L. Butler, will sell to the highest and best bidder for cash by electronic sale at https//www.indianriver.realforeclose.com, beginning at 10:00 A.M. on February 13, 2025, the following described property as set forth in said Final Judgment, to-wit:
LOT 92, OF BERMUDA CLUB, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 16, AT PAGE 3, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.
ANY PERSON CLAIMING AN INTEREST IN THE SURPLUS FROM THE SALE, IF ANY, OTHER THAN THE PROPERTY OWNER AS OF THE DATE OF THE LIS PENDENS MUST FILE A CLAIM NO LATER THAN THE DATE THAT THE CLERK REPORTS THE FUNDS AS UNCLAIMED.
Florida Rules of Judicial Administration Rule 2.540 Notices to Persons With Disabilities
If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Corrie Johnson, ADA Coordinator, 250 NW Country Club Drive, Suite 217, Port St. Lucie, FL 34986, (772) 807-4370 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.
SPANISH: Si usted es una persona discapacitada que necesita alguna adaptación para poder participar de este procedimiento o evento; usted tiene derecho, sin costo alguno a que se le provea cierta ayuda. Favor de comunicarse con Corrie Johnson, Coordinadora de A.D.A., 250 NW Country Club Drive, Suite 217, Port St. Lucie, Fl. 34986, (772) 807-4370 por lo menos 7 días antes de que tenga que comparecer en corte o inmediatamente después de haber recibido ésta notificación si es que falta menos de 7 días para su comparecencia. Si tiene una discapacidad auditiva ó de habla, llame al 711.
KREYOL: Si ou se yon moun ki kokobé ki bezwen asistans ou aparèy pou ou ka patisipé nan prosedu sa-a, ou gen dwa san ou pa bezwen péyé anyen pou ou jwen on seri de èd. Tanpri kontakté Corrie Johnson, Co-ordinator ADA, 250 NW Country Club Drive, suite 217, Port St. Lucie, FL 34986, (772) 807-4370 O'mwen 7 jou avan ke ou gen pou-ou parèt nan tribunal, ou imediatman ke ou resevwa avis sa-a ou si lè ke ou gen pou-ou alé nan tribunal-la mwens ke 7 jou; Si ou pa ka tandé ou palé byen, rélé 711.
Pub: Jan. 15th & 22nd, 2025
TCN10942725

IN THE CIRCUIT COURT IN AND FOR INDIAN RIVER COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION
CASE NUMBER: 2024-CA-000355
SIMPLE LENDING, LLC,
Plaintiff,
v.
3784 LLC, A FLORIDA LIMITED LIABILITY
COMPANY; WARREN TAYLOR; HUGH GARY
EBANKS, and JOHN DOE AND ALL OTHERS
IN POSSESSION,
Defendants.

CORRECTED NOTICE OF SALE PURSUANT TO CHAPTER 45

NOTICE IS HEREBY GIVEN pursuant to an Agreed Final Judgment of Foreclosure dated December 4, 2024 and entered in 2024-CA-000355 in the Circuit Court of the Judicial Circuit in and for Indian River County, Florida, wherein SIMPLE LENDING, LLC, et.al., as Plaintiff and 3784 LLC, et. al., are the Defendants, I will sell to the highest and best bidder for cash online at https://indianriver.realforeclose.com, at 10:00 o'clock A.M. on February 20, 2025, the following described property as set forth in said Agreed Final Judgment of Foreclosure:
LOT 11, LESS THE NORTH 10 FEET THEREOF, AND ALL OF LOT 10, BLOCK 2, OSCEOLA PARK HOME SITES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 58, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.
A/K/A: 1934 22ND AVENUE, VERO BEACH, FL 32960
A/K/A PARCEL ID: 333902000160020000 10.0
IF YOU ARE A PERSON CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN THE DATE THAT THE CLERK REPORTS THE FUNDS AS UNCLAIMED. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS. AFTER THE FUNDS ARE REPORTED AS UNCLAIMED, ONLY THE OWNER OF RECORD AS OF THE DATE OF THE LIS PENDENS MAY CLAIM THE SURPLUS.
This Notice is provided in accordance with the Americans with Disabilities Act, if you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Court Administration 250 NW Country Club Drive, Suite 217, Port St. Lucie, FL 34986, (772) 807-4370 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711. Filing # 213990532 E-Filed 01/06/2025 04:03:06 PM
Dated at Indian River County, Florida this 6th day of January 2025.
LAW OFFICES MENDEZ & MENDEZ, P.A.
7400 S.W. 57th Court, Suite 202
South Miami, FL 33143
(305) 667-0112 Telephone
By: /s/Daniel J. Mendez
Sergio L. Mendez, Esq.
Florida Bar Number 472761
sergio@mendezandmendezlaw.com
X Daniel J. Mendez, Esq. Florida Bar Number 112086
daniel@mendezandmendezlaw.com
Daniela C. Pachon, Esq. Florida Bar Number 1050209

Find your new job HERE!

Public Notices

dpachon@mendezandmendezlaw.com
BILLING NAME:
Daniel J. Mendez, Esq.
7400 SW 57th Court, Suite 202 SAME
South Miami, FL 33143
MAILING NAME:
Daniel J. Mendez, Esq.
SAME
Pub: Jan 15 & 22, 2025
TCN10940922

BEFORE THE LOCAL PLANNING AGENCY AND THE BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
****
NOTICE OF PUBLIC HEARINGS

Subject: Hobe Sound Storage Major Final Site Plan (H164-002) (FKA Vineyard II Rezoning). Live Oak Capital Partners request for a Major Final Site Plan approval to construct a 3-story, approximately 94,132 square foot residential storage facility and associated infrastructure on an approximate 4-acre undeveloped property. Included in this application is a request for a Certificate of Public Facilities Reservation.

Location: The subject site is located is located east of SE Federal Highway approximately 0.28 miles south of SE Heritage Boulevard, south of the Bethel Lutheran Church in Hobe Sound.

Public hearing: LOCAL PLANNING AGENCY (LPA)
Time and Date: 7:00 P.M., or as soon after as the matter may be heard, on Thursday, February 6, 2025

Public hearing: BOARD OF COUNTY COMMISSIONERS (BOCC)
Time and Date: 9:00 A.M., or as soon after as the matter may be heard, on Tuesday, February 11, 2025

Place: Martin County Administrative Center, 2401 SE Monterey Road, Stuart, Florida 34996

All interested persons are invited to attend and be heard.

Persons with disabilities who need an accommodation in order to participate in these proceedings are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, or the Office of the County Administrator at (772) 288-5400, or in writing to 2401 S.E. Monterey Road, Stuart, FL 34996, no later than three days before the meeting date. Persons using a TTY device, please call 711 Florida Relay Services.

When attending a public hearing, a person may speak during the public comment portion of the public hearing. A person may also participate as an Intervenor. An Intervenor may ask questions of the staff, applicant and provide testimony. In order to be an Intervenor, a person must qualify to receive mailed notice of the application in accordance with Section 10.6.E, Land Development Regulations, Martin County Code. In addition, an Intervenor must file a form of intent with the County Administrator at least 7 business days prior to the LPA or BOCC meeting. No fee will be assessed. If the Intervenor is representing a group/association, he/she must file a letter on official letterhead signed by an authorized representative of the group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us. Any documentation, including any digital media, intended to be proffered as evidence must be submitted to the Growth Management Department at least 7 business days prior to the LPA or BOCC meetings.

If any person who decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

For further information, including copies of the original application documents or agenda item materials, please call the Growth Management Department at (772) 288-5495. Prior to the public hearings, written comments should be sent to Brian Elam, PMP, Principal Planner belam@martin.fl.us or 2401 SE Monterey Road, Stuart, FL 34996.

THIS NOTICE DATED THIS 14TH DAY OF JANUARY 2025.
Pub: January 22, 2025
TCN10948470

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR ST. LUCIE COUNTY
GENERAL CIVIL DIVISION
CASE NO: 2024-CA-0002073
KOA BAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida,
Plaintiff,
v.
THE STATE OF FLORIDA, AND THE TAXPAYERS, PROPERTY OWNERS AND CITIZENS OF THE KOA BAY COMMUNITY DEVELOPMENT DISTRICT, INCLUDING NON-RESIDENTS OWNING PROPERTY OR SUBJECT TO TAXATION THEREIN, AND OTHERS HAVING OR CLAIMING ANY RIGHTS, TITLE OR INTEREST IN PROPERTY TO BE AFFECTED BY THE ISSUANCE OF THE BONDS AND LEVY OF ASSESSMENTS HEREIN DESCRIBED, OR TO BE AFFECTED IN ANY WAY THEREBY,
Defendants.

NOTICE AND ORDER TO SHOW CAUSE

TO THE STATE OF FLORIDA, AND THE TAXPAYERS, PROPERTY OWNERS AND CITIZENS OF KOA BAY COMMUNITY DEVELOPMENT DISTRICT, INCLUDING NON-RESIDENTS OWNING PROPERTY OR SUBJECT TO TAXATION THEREIN, AND OTHERS HAVING OR CLAIMING ANY RIGHT, TITLE OR INTEREST IN PROPERTY TO BE AFFECTED BY THE ISSUANCE OF KOA BAY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS AND LEVY OF SPECIAL ASSESSMENTS, OR TO BE AFFECTED IN ANY WAY THEREBY:
Koa Bay Community Development District (the "District") having filed its Complaint for validation of not to exceed $86,680,000 Koa Bay Community Development District Special Assessment Bonds, in one or more series (the "Bonds") and the special assessments levied securing such Bonds pursuant to Chapters 170, 190, and 197, Florida Statutes (the "Special Assessments"), and it appearing in and from said Complaint and the Exhibits attached thereto that the District has adopted a resolution authorizing the issuance of the Bonds for the purpose of providing funds, together with other available funds, for paying the costs of planning, financing, acquiring, constructing, reconstructing, equipping and installing improvements as part of its Project (as defined in said Complaint), and it also appearing that all of the facts required to be stated by said Complaint and the Exhibits by Chapter 75, Florida Statutes, are contained therein, and that the District prays that this Court issue an order as directed by said Chapter 75, and the Court being fully advised in the premises:
NOW, THEREFORE,
IT IS ORDERED that all taxpayers, property owners and citizens of the District, including non-residents owning property or subject to taxation, and others having or claiming any rights, title or interest in property to be affected by the issuance of the Bonds and levy of Special Assessments, or to be affected in any way thereby, and the State of Florida, through the State Attorney of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, appear on Monday, February 10, 2025 at 11:00 a.m. (allotted time not-to-exceed 15 minutes), before the Honorable Steven J. Levin via Zoom Application (information below), or in Courtroom 3-E of the St. Lucie County Courthouse, 218 S. 2nd Street, Fort Pierce, FL 34950, and show cause if any there be why the prayers of said Complaint for the validation of the Bonds should not be granted and the Bonds, the proceedings therefore, and other matters set forth in said Complaint, should not be validated as prayed for in said Complaint. The parties and public may access the hearing via the following Zoom link: https://zoom.us/j/5017263383, Meeting ID: 501 726 3383, or by calling (786) 635-1003 and using the aforementioned Meeting ID.
IT IS FURTHER ORDERED that prior to the date set for the hearing on said Complaint for validation, the Clerk of this Court shall cause a copy of this Notice and Order to be published in a newspaper published and of general circulation in St. Lucie County, being the County wherein said Complaint for validation is filed, at least once each week for two (2) consecutive weeks, commencing with the first publication which shall not be less than twenty (20) days prior to the date set for said hearing.
IT IS FURTHER ORDERED that by such publication of this Notice and Order, the State of Florida, and the several taxpayers, property owners and citizens of the District, including non-residents owning property or subject to taxation therein, and others having or claiming any rights, title or interest in property to be affected by the issuance of the Bonds and levy of Special Assessments, or to be affected in any way thereby, shall be and are made party defendants to this proceeding, and that this Court shall have jurisdiction of them to the same extent as if specifically and personally named as defendants in said Complaint and personally served with process in this cause.
DONE AND ORDERED in St. Lucie County, Florida this 8th day of January, 2025.
/s/
The Honorable Steven J. Levin
Circuit Court Judge
Pub: Jan 15 & 22, 2025
TCN10937003

"Non-Judicial Sale of Vessel" to take place on Thursday February 6, 2025, at 10:00 AM at Sunset Bay Marina and Anchorage, 615 SW Anchorage Way, Stuart, FL 34994, on the following vessel: 1985 39' Wauquiez Sailing Vessel FL 5926SV, a recreational vessel. Registered owner according to State of Florida records is Kevin Lindner. Inspection may take place on Thursday, February 6, 2025, between 9:00 am and 10:00 am. at Sunset Bay Marina and Anchorage, 615 SW Anchorage Way, Stuart, FL 34994. Vessel will be sold to the highest bidder. Ten percent deposit by cash or cashier's check is due at time of sale; balance by cash or cashier's check is due by 12:00 PM on Thursday, February 6, 2025, at which time the vessel shall be removed from the premises by buyer. This sale is pursuant to section §328.17, Florida Statutes.
Pub: Jan 22 & 29, 2025
TCN10958862

PUBLIC NOTICE
CITY OF SEBASTIAN
INDIAN RIVER COUNTY
FLORIDA
THE LOCAL PLANNING AGENCY (SEBASTIAN PLANNING AND ZONING COMMISSION) OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, HAS SCHEDULED A PUBLIC HEARING IN THE CITY COUNCIL CHAMBERS, 1225 MAIN STREET, SEBASTIAN, AT A REGULAR MEETING TO BE HELD ON THURSDAY, FEBRUARY 6, 2025 AT 6:00 P.M., TO MAKE A RECOMMENDATION TO CITY COUNCIL REGARDING ORDINANCE O-25-06 WHICH PROPOSES TO AMEND LAND DEVELOPMENT CODE ARTICLES V & VI BY MODIFYING SPECIFIC RESIDENTIAL ZONING DISTRICTS TO ALLOW FOR ACCESSSORY DWELLING UNITS AND CREATING CONDITIONAL USE CRITERIA, AND TO AMEND LDC ARTICLE XXII BY ESTABLISHING A DEFINITION FOR ACCESSORY DWELLING UNITS; AND TO PROVIDE FOR SEVERABILITY, CONFLICTS, CODIFICATION, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.
ALL INTERESTED PARTIES MAY APPEAR AT THE HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED AMENDMENTS.
LOCAL PLANNING AGENCY
CITY OF SEBASTIAN, FLORIDA
No stenographic record by a certified court reporter will be made of the foregoing meeting. Any person who decides to appeal any decision made by the Council with respect to any matter considered at this meeting will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be heard. (F.S.286.0105)
In compliance with the Americans with Disabilities Act (ADA) of 1990, anyone who needs a special accommodation for this meeting should contact the City's ADA Coordinator at 772-388-8226 at least 48 hours in advance of the meeting.
PUBLISHED: Wednesday, January 22, 2025
TCN10960665

Public Sale

1/29/25
Public Notice
A Public Auction of stored personal property

Hobe Sound Storage Rezoning

Public Comment

May 8, 2023

MAY - 8 2023

Honorable Sarah Heard
County Commissioner
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Dear Commissioner Heard,

Please forgive the handwritten note; my computer is not working.

I am writing about the property next door to the Lutheran Church on U.S. 1 just north of Heritage Ridge. The owner is for the third time requesting the property be changed from residential to commercial. Attached is the information they sent to Lexington Wood residents. The Local Planning Agency meeting date is January 5, 2017. This is from the last effort when the County Commissioners voted unanimously to keep the property residential for months.

Why would they try again. They have been told several times it is residential property. Any developer could easily sell homes built on this property. It is a prime residential location.

I would like to meet with you to discuss this if you have time one day.

In the meantime if the Planning Agency is going to meet on this, the date needs to be moved to a later date since we have not been notified.

Sincerely
Shaorn Norris

Ms. Shaorn I. Norris
7933 SE Lexington Ave
Hobe Sound, FL 33455-5827

772-546-4811 home
561-632-9073 cell

From: Daphne Schaub
To: "Stephen Hampe"
Subject: RE: 2023-5-9 Zoning comment
Date: Tuesday, May 9, 2023 12:58:00 PM

Thank you for your comments. I have included this communication into the public comments record for this application.

Daphne C. Schaub
Senior Planner
Growth Management Department
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996
dschaub@martin.fl.us
772-288-5930

From: Stephen Hampe <slhampe@hampeco.com>
Sent: Tuesday, May 9, 2023 12:54 PM
To: Daphne Schaub <dschaub@martin.fl.us>
Subject: 2023-5-9 Zoning comment

Ms. Daphne Schaub
Dschaub@martin.fl.us
County Administrator Martin County

As a resident family living on property adjacent and directly east of the approximate 4.0 acre undeveloped site located on the east side of S.E. Federal Hwy, approximately half a mile north from S.E. Constitution Blvd in Hobe Sound, which is being reviewed for rezoning, my hope is that the requested change will be refused. We have lived in Lexington Wood for over a decade and enjoyed its quiet residential atmosphere. As a result of the new retention pond project which is adjacent and south of this piece of property it would be out of character for all the property between SE Heritage Blvd. and Constitution Blvd if it is allowed to become zoned General Commercial. We believe 0ur residential property neighborhood appearance and attendant property values would definitely be negatively impacted by any commercial development of this parcel of land. We strongly request that no zoning change be approved.
Thank you for your consideration of our request.

Kindest regards,
Stephen L. Hampe
Vicki Pontello
7944 SE Lexington Ave.
Hobe Sound, FL. 33455
314 550 0314

RECEIVED
MAY 18 2023
GROWTH MANAGEMENT
DEPARTMENT

Date: May 15, 2023

Memo to: Lexington Wood Residents

From: Frank Boyer and Sharon Norris

Subject: Flood Control Canal and Lot Between Bethal Lutheran Church and Martin County Water Control Project on U.S.1
-----Hobe Sound Storage (CPA 23-02)-----

In 1955 the State of Florida recognized the area north of Osprey was at a lower elevation and in need of flood control. Lateral Ditch 1 (what we refer to as the"canal") was established. An 80ft right of way for the "canal" was designated as property owned by the State of Florida. The actual construction date is not known but it was estimated to be around 1970.

When Heritage Ridge North and the Heritage Ridge Golf course were built, a series of lakes were constructed and a device was constructed at 3 locations to carry excess water from the lakes to the canal. There is one of these structures between the lake by the Heritage Ridge North Pool and the canal.

The canal originates on the west side of U.S. 1 in Poinciana Gardens, goes east under U.S.1, turns north and proceeds past Cambridge, and then adjacent and thru Heritage Ridge North and the Heritage Golf Course (a separate entity). The canal then continues north thru Mariner Sands and ultimately flows into Manatee Pocket in Port Salerno.

Martin County has been replacing all of the metal drain pipes under their roads with concrete pipes. The pipe where the canal flows under Lexington Avenue could not be replaced as there is no alternate access available for residents to go over the canal. Martin County had the original metal pipe lined with concrete.

The Lot between Bethal Lutheran Church and pre-school and the Martin County Water Project was originally zoned A-1 – small farms district. The doctor who is responsible for the ownership of the property has been trying to build on it for years. His first effort in 2006 was to build townhouses from U.S. 1 to the canal right of way. A group of Lexington Wood residents, with the approval and endorsement of the President of HRNPOA (Dick Phelps), put together a package to oppose the development. The back

portion of the lot is wetlands and cannot be built upon, plus there were other problems with the proposal. The Lexington Wood group appeared before the Board of County Commissioners, and with the help of many professionals who volunteered their time and expertise, we presented our case.

The Board of County Commissioners unanimously voted to assign the zoning RS-6 (six single family residences) to the portion of the property that could be developed. Since that time, the owner of the lot has tried unsuccessfully to change the zoning to commercial in order to build a warehouse(s). The applications have been denied.

He is now making an effort again and a meeting of the County Planning Board is scheduled for June 1, 2023 to consider the requested change. It is important that no runoff of water from this property flow into the canal. The canal has flooded in the past when we have had heavy tropical storms. It flooded to the point where the roads in Lexington Wood and Lexington Avenue were flooded. The Board of County Commissioners is scheduled to hear the requested zoning change on Tuesday, June 20, 2023.

We are asking all Lexington Wood residents to email the County Administrator to voice our concerns. Her name and email are: Ms. Daphne Schwab, County Administrator, at Dschaub@martin.fl.us.

If you cannot email, just drop a note off at my home, Sharon Norris, 7933 S.E. Lexington Avenue and we will deliver it to the County Administrator.

May 18, 2023

RECEIVED
MAY 18 2023
GROWTH MANAGEMENT
DEPARTMENT

The Honorable Harold Jenkins
Board of Commissioners
Martin County
2401 S.E. Monterey Road
Stuart, FL 34996

Subject: Hobe Sound Storage (CPA 23-01)

Dear Commissioner Jenkins:

The Lexington Wood section of Heritage Ridge North POA ((HRNPOA) is located directly across the State Flood Canal behind the proposed zoning change for the Hobe Sound Storage project.

In 2006 the same owner of this parcel proposed changing the existing zoning to build townhouses from U.S. 1 to the rear of the property. A group of residents of Lexington Wood approached the President of HRNPOA and asked for permission from the HOA to oppose this project. We knew there was a large portion of wetlands at the rear of the property. The President of the HOA, Mr. Richard Phelps, gave us his full support and we kept him posted of our efforts. The attached memorandum covers the history of the canal from its construction sometime in around 1970 to the current date.

Sharon Norris appeared before the County Commissioners as the Advocate for the residents of Lexington Wood. We had input from various professionals who volunteered their time to identify the wetlands and other items that would make the townhouse development unsuitable. The County Commission at that hearing unanimously voted to zone the property for six single family homes per acre on the approximately two acres available for construction considering the wetlands and setbacks required.

Since that time on numerous occasions the owners of the property have continued to request that the property zoning be changed so they can construct a warehouse(s) on the property. To the north of the property is the Bethal Lutheran Church and preschool. To the south is the Martin County water conservation project which is under construction. A warehouse between these two properties and across from the single family homes in Lexington Wood is not suitable for the property.

We urge you to oppose this proposed zoning change. We are available to meet with you at your convenience to discuss this proposal.

Sincerely,

Frank Boyer
Frank Boyer
7924 S.E. Lexington Avenue

Sharon Norris
Sharon Norris
7933 S.E. Lexington Avenue

From: STEPHEN MCBROOM
To: Daphne Schaub
Subject: Lexington Woods
Date: Friday, May 19, 2023 10:55:09 AM

Hi Ms.Schaub
Just a note hoping that the County Board does not make a zoning change in order to have storage warehouses on US 1. I'm not sure that we could handle the water runoff in the canal behind my house. Don't need anymore flooding.
Thanks.
Steve McBroom
8004 SE Lexington Ave.

Sent from AT&T Yahoo Mail for iPhone

Daphne Schaub

From: +17163086370@tmomail.net
Sent: Saturday, May 20, 2023 1:16 PM
To: Daphne Schaub
Attachments: text_0.txt

Being a homeowner there since 1990, it is with great hesitation I would want to promote commercializing the land adjacent to our lovely Heritage Ridge! Isn't it enough that we have a fire station on one side and a Dollar General on the other! Hobe Sound is no longer the "best kept secret"! We still have a hint of the charm & character of "old world Florida" as we keep decreasing our residential status!The flood control is necessary, however, this petition for commercial downgrading is not!

I cannot be at the meeting, but I want to express my concerns.

Thank you for your consideration.

Brenda McMaster

7846 SE Trenton Ave.,

Hobe Sound, Fl. 33455

May 20, 2023

Being a homeowner there since 1990, it is with great hesitation I would want to promote commercializing the land adjacent to our lovely Heritage Ridge! Isn't it enough that we have a fire station on one side and a Dollar General on the other! Hobe Sound is no longer the "best kept secret"! We still have a hint of the charm & character of "Old World Florida" as we keep decreasing our residential status!

That being said, the new county flood control is necessary, however, this petition for commercial downgrading of the adjacent lot is not! The gentleman knew when he purchased that lot that there is important wetlands in the back of that property. His constant attempts at changing this for personal gain should not be considered.

I cannot be at the meeting, but I want to express my concerns.

Thank you for your consideration.

Brenda McMaster
7846 SE Trenton Ave.
Hobe Sound, Fl. 33455

From: Luiz Francico
To: dschaub@martin.fl; Daphne Schaub; Dschwab@martin.fl.us
Date: Tuesday, May 23, 2023 2:38:00 PM

Dear Ms Schwab,
This letter is a statement and request for action in the good faith of residents in the Heritage Ridge North golf community where I reside. Our community is facing a proposed storage project that will deteriorate our community's tranquility and integrity if approved. This project along with the proposed change of zoning is a slap in our faces and a true demonstration of money power by these developers. We understand the need for the county to acquire more revenue, but it can not happen with unlimited actions by the county allowing such a project/zone change.
Many of us are coming to you and in other ways to request your correct sensible action to stop this project from happening. When I bought my home, I understood it was located in a residential area with no commercial buildings like this proposed storage facility will be near. I strongly request this change of zoning and permission for this commercial project be denied for the well of all of us residents of the area.
We greatly appreciate your diligence on this matter as you were elected to help taxpayers like myself to administer our county without depreciating our residential zonings.

--
Luiz S. Francisco
(631)603-7643

From: Kristina Gregg
To: Don Donaldson; Harold Jenkins; Kimberlee Levee
Subject: Hobe Sound Storage - CPA 23-02
Date: Wednesday, May 24, 2023 10:31:27 AM

Good morning, Martin County Officials –

As County Administrator, I am writing to you today as a homeowner at 7815 SE Trenton Avenue, Hobe Sound, FL 33455located in the Heritage Ridge North Community – most specifically, the Lexington Wood neighborhood.

I would like to express my concern and hope for the denial of the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

There is a Lateral Ditch 1 (referred to as the "Canal") which is located through our Heritage Ridge North Community, Heritage Ridge Golf Course, and most important to me – the Lexington Wood neighborhood. This canal has flooded in the past when hurricanes and heavy tropical storms have occurred. The canal has flooded to the point where the roads in our Lexington Wood neighborhood have flooded, became impassable to vehicles, and potential damage to our home structures.

As a homeowner, and proud citizen of Hobe Sound, I ask that you deny the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

Thank you for your support and attention to this matter.

Kristina Gregg
7815 SE Trenton Avenue
Hobe Sound, FL 33455
401-965-7474

From: Kristina Gregg
To: Daphne Schaub
Subject: Hobe Sound Storage - CPA 23-02
Date: Wednesday, May 24, 2023 5:22:32 PM

Good afternoon, Ms. Schaub –

As Senior Planner, I am writing to you today as a homeowner at 7815 SE Trenton Avenue, Hobe Sound, FL, 33455 located in the Heritage Ridge North Community – most specifically, the Lexington Wood neighborhood.

I would like to express my concern and hope for the denial of the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

There is a Lateral Ditch 1 (referred to as the "Canal") which is located through our Heritage Ridge North Community, Heritage Ridge Golf Course, and most important to me – the Lexington Wood neighborhood. This canal has flooded in the past when hurricanes and heavy tropical storms have occurred. The canal has flooded to the point where the roads in our Lexington Wood neighborhood have flooded, became impassable to vehicles, and potential damage to our home structures.

As a homeowner, and proud citizen of Hobe Sound, I ask that you deny the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

Thank you for your support and attention to this matter.

Kristina Gregg
7815 SE Trenton Avenue
Hobe Sound, FL 33455
401-965-7474

From: ccrunner88
To: Daphne Schaub
Subject: Hobe Sound Storage - CPA 23-02
Date: Thursday, May 25, 2023 11:12:32 AM

Good morning, Ms. Schaub –

I am writing to you today as a homeowner at 7815 SE Trenton Avenue, Hobe Sound, FL, 33455 located in the Heritage Ridge North Community – most specifically, the Lexington Wood neighborhood.

I would like to express my concern and hope for the denial of the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

There is a Lateral Ditch 1 (referred to as the "Canal") which is located through our Heritage Ridge North Community, Heritage Ridge Golf Course, and most important to me – the Lexington Wood neighborhood. This canal has flooded in the past when hurricanes and heavy rain events have occurred. The canal has flooded to the point where the roads in our Lexington Wood neighborhood have flooded, became impassable to vehicles, and potential damage to our home structures. Building a storage unit on wetlands will exacerbate our flooding issues even more. Many of us believe this storage unit will not provide an economic benefit as there are already multiple storage units in our local area.

As a homeowner, and citizen of Hobe Sound, I ask that you **deny** the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

Thank you for your support and attention to this matter.

Ian Gregg
772-285-7120

May 25, 2023

County Administrator,

Mrs. Carlin is a very elderly lady who lives in Lexington Wood. Her house is positioned with the canal running behind her house and on the side of her house before it travels under Lexington Avenue. She asked that I deliver her note to the County Administrator to record her opposition to the Hobe Sound Storage (CPA 23-02) request to rezone the property on U.S.1.

Sharon Morris
7933 SE Lexington Ave
Hobe Sound, FL 33455
772-546-4811

ENTERED
MAY 26 2023

notes

I am opposed to any changes in current zoning laws.

Sandy Carlin
7824 S.E. Lexington

ENTERED
MAY 26 2023

Find comfort, courage and hope by joining us in prayer at stjo.org/prayer.

SJ0223NP

May 28, 2023

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Hobe Sound since 1979, and here in Heritage Ridge since 2012, I do not agree with commercializing the land adjacent to Heritage Ridge. We cannot keep decreasing our residential status!

The new county flood control is necessary, however, this petition to change the zoning of the adjacent lot is not! The gentleman knew when he purchased that lot that there are important wetlands in the back of that property. His constant attempts at changing this for personal gain should not be considered.

It is scary to think what could be built next to our local long standing well-loved preschool.

In addition, I have great concerns about keeping an area where wildlife can still strive and live in harmony with us rather than over development.

I cannot be at the meeting due to mobility issues, but I want to voice my opinion and express my concerns.

Thank you,

Linda E. Doyle

Linda E. Doyle

6225 Georgetown Place
Hobe Sound, FL 33455
(772) 403-3511

May 29, 2023

emailed

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Hobe Sound since 2007, I do not agree with commercializing the land adjacent to Heritage Ridge. While my property does not back up to this lot, it is important to everyone that we not keep decreasing our residential status!

The new county flood control is necessary, however, this petition to change the zoning of the adjacent lot is not! The gentleman knew when he purchased that lot that there are important wetlands in the back of that property. His constant attempts at changing this for personal gain should not be considered.

It is frightening to think what could be built next to our local long standing well-loved preschool.

In addition, I have great concerns about keeping an area where wildlife can still strive and live in harmony with us rather than over development.

I cannot be at the meeting, but I want to voice my opinion and express my concerns.

Thank you,

Anne Wargo

6194 Georgetown Place
Hobe Sound, FL 33455
845-674-0002

May 29, 2023

emailed

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Hobe Sound since 2004, I do not agree with commercializing the land adjacent to Heritage Ridge. We cannot keep decreasing our residential status!

The new county flood control is necessary, however, this petition to change the zoning of the adjacent lot is not! The gentleman knew when he purchased that lot that there are important wetlands in the back of that property. His constant attempts at changing this for personal gain should not be considered.

It is scary to think what could be built next to our local long standing well-loved preschool.

In addition, I have great concerns about keeping an area where wildlife can still strive and live in harmony with us rather than over development.

I cannot be at the meeting since I am away at the moment, but I want to voice my opinion and express my concerns.

Thank you,

Eileen Smyth

6204 SE Georgetown Place
Hobe Sound, FL 33455
845-721-4264

ronaldorr3@bellsouth.net
(772) 204-3323

Ronald Orr, III

8005 SE Trenton Avenue
Hobe Sound, FL 33455

May 30, 2023

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

I have lived here since I was 6, around 20 years.

Hobe Sound and Martin County are beautiful areas, and lately they have been expanding fast. They have been expanding fast enough that I don't agree with the turning of residential land into even more commercial land.

The recent water control project removed a lot of trees. Because of that open area, any commercial development in this location would be visible from many homes. I don't think it is right to have the homes look out their window and see a storage unit where there used to be nature.

That and many reasons like it, are why the area has been zoned for residential for decades and why I strongly believe it should stay that way.

Sincerely,

Ronald Orr

treasure3@bellsouth.net
(772) 708-3312

Ursula M. Orr

8005 SE Trenton Avenue
Hobe Sound, FL 33455

May 30, 2023

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Heritage Ridge for 21 years, I do not agree with commercializing the land adjacent to Heritage Ridge. We live in Lexington, where this will have a direct impact on us and our environment, but it is important to everyone that we protect our residential status!

The new county flood control is necessary. However, this petition to change the zoning of the adjacent lot is not! The doctor/Vineyard II Trust knew when he purchased that lot that there are important wetlands in the back of that property, and it was zoned residential. His constant attempts at changing this for personal gain should not be considered.

It is frightening to think what could be built next to our local long standing well-loved preschool. There are other commercial spaces available.

In addition, I have great concerns about keeping this area where wildlife can still strive and live in harmony with us rather than over development.

I will be at the meeting on June 1st and will be bringing letters from other Hobe Sound/Martin County homeowners, not just from Heritage Ridge. They want to voice their opposition and express their concerns.

We all love Martin County and unfortunately feel we need to fight to keep it. Please hear us.

Sincerely,

Ursula Orr

treasure3@bellsouth.net
(772) 708-3312

Ursula M. Orr

8005 SE Trenton Avenue
Hobe Sound, FL 33455

May 31, 2023

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Heritage Ridge for 21 years, I do not agree with commercializing the land adjacent to Heritage Ridge. We live in Lexington, where this will have a direct impact on us and our environment. It is important to everyone that we not keep decreasing our residential status!

The new county flood control is necessary. However, this petition to change the zoning of the adjacent lot is not! The doctor/Vineyard II Trust knew when he purchased that lot that there are important wetlands in the back of that property, and it was zoned residential. His constant attempts at changing this for personal gain should not be considered.

It is frightening to think what could be built next to our local long-standing well-loved preschool. There are other available commercial spaces available.

In addition, I have great concerns about keeping an area where wildlife can still thrive and live in harmony with us rather than over-development.

I will be at the meeting on June 1st and will be bringing letters from other Hobe Sound/Martin County homeowners, not just from Heritage Ridge. They want to voice their opposition and express their concerns.

We all love Martin County and unfortunately feel we need to fight to keep it. Please hear us.

Sincerely,

Ursula Orr

Ursula Orr

May 31, 2023

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Martin County for many years, I do not agree with commercializing the land adjacent to Heritage Ridge. It is important to everyone that we not keep decreasing our residential status!

The new county flood control is necessary. However, this petition to change the zoning of the adjacent lot is not! The doctor/Vineyard II Trust knew when he purchased that lot that there are important wetlands in the back of that property, and it was zoned residential. His constant attempts at changing this for personal gain should not be considered.

It is frightening to think what could be built next to our local long-standing well-loved preschool. There are other available commercial spaces available.

In addition, I have great concerns about keeping an area where wildlife can still thrive and live in harmony with us rather than over-development.

I will not be at the meeting on June 1st but want to voice my opposition and express my concerns.

We all love Martin County. Please hear us.

Sincerely,

Name: Judith M Harrigan
Address: 770 NW 12 Ave
Stuart, FL 34994

nick.macleod@me.com
(772) 781-0556

Nicholas MacLeod

7894 SE Mammoth Road
Hobe Sound, FL 33455

May 31, 2023

Office of County Administrator
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Lot on U.S. 1 by Bethel Lutheran Church in Hobe Sound

To Whom It May Concern:

Being a homeowner in Hobe Sound, living in the Arbors off Seabranch Road, since 2009, I do not agree with commercializing the land adjacent to Heritage Ridge. It is important to everyone that we do not keep decreasing our residential status!

The new county flood control is necessary, however, this petition to change the zoning of the adjacent lot is not! The doctor/Vineyard II Trust knew when he purchased that lot that there are important wetlands in the back of that property. His constant attempts at changing this for personal gain should not be considered.

It is frightening to think what could be built next to our local long standing well-loved preschool. There are other available commercial spaces available.

In addition, I have great concerns about keeping an area where wildlife can still thrive and live in harmony with us rather than over development.

I cannot be at the meeting, but I want to voice my opinion and express my concerns.

Thank you,

Nick MacLeod

Nicholas MacLeod

Sharon I. Norris
7933 S.E. Lexington Avenue
Hobe Sound, FL 33455

June 1, 2023

Planning Board
Martin County
2401 S.E. Monterey Road
Stuart, FL 34996

Subject: Hobe Sound Storage (CPA 23-02)

Members of the Planning Board:

In 2006 Dr. Babic wanted to sell the subject property for a large multi-family townhouse development. A group of Lexington Wood residents (Lexington Wood is directly across the flood control canal from the subject property), with the support of the Heritage Ridge Property Owners Assoc., formed a Committee to object to the multi-family zoning. It had already been documented that a large portion of the property on the east side near the canal is wetlands. During the County's investigation of the site at that time it was determined that with the wetlands and scrub habitat were at least 1.59 acres. At that time staff recommended no more than a RM-6 zoning.

We appeared before the Board of County Commissioners on April 25, 2006. I served as Advocate for our group and we made a thorough presentation to the Commissioners on the unsuitability of the site for multi-family development. Following our presentation and the presentation of the attorney representing the developer, the Commission voted unanimously to give the site a RS-6 single family designation.

The canal at the rear of the site cannot take any additional run-off. In the years since the 2006 Commission decision the homes in Lexington Wood that border the canal have had water from the overflow of the canal during storms come up to the rear of their homes. When the canal was built in 1970 there was little development on U.S. 1 north of Osprey. Now we have a large grocery store, a sport utility dealership, and a convenience store. We also have more residential development on the west side of U.S. 1. The canal system is well designed but it was not designed to support the increased water flow. When Heritage Ridge North homes and the privately owned Heritage Ridge Golf Course

were built, a complicated draining system was built that consists of several large lakes where all the runoff from the community flowed into the lakes. The lakes are all connected and at three locations the overflow from the lakes flows in the canal from "Weirs". There is one weir that is located in the Lexington Wood complex. The overflow from that weir flows into the canal that is at the rear of many Lexington Wood homes and under the road that is the only entrance/exit for the majority of the Lexington Wood homes. When the County started their project to replace the metal drainage pipes under County roads they could not replace this pipe because it is the only access to the Lexington homes. The County lined the pipe with concrete to preserve it. When the canal behind the homes on Lexington Avenue has overflowed into their yards it is due to the fact that the canal cannot flow at a rapid rate thru the pipe under Lexington. The whole area around the lake located at the weir has flooded in the past during severe tropical storms. The State is at some time in the future going to re-route the canal to flow directly from south of Lexington Wood to a point north of Lexington Wood. Unfortunately that project is delayed to an uncertain date. Even when the project is completed, Lexington Wood will always be subject to excess water because the weir located near Lexington Avenue will still be getting the runoff from several communities in the event of a storm.

We urge you to keep the RS-6 designation for the site. Dr. Babic's trust would make a considerable profit if he developed the homes as zoned. There is a considerable demand for single family homes in Martin County and one located adjacent to a lovely conservation lake would be very desirable.

We urge the Planning Committee to vote to retain the current zoning which is the appropriate zoning for the property, not a large storage facility with heavy lighting that would mean all of the available property would be covered by concrete.

Thank you for your consideration.

Respectfully,

S. Norris

Sharon I. Norris

Sharon I. Norris
7933 S.E. Lexington Avenue
Hobe Sound, FL. 33455
772-546-4811

RECEIVED
JUN 05 2023
GROWTH MANAGEMENT
DEPARTMENT

June 5, 2023

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

Re: Hobe Sound Storage (CPA 23-01)

Dear Mr. Schilling:

On June 1, 2023, the subject application to change the zoning on a property located on U.S. 1 directly across the canal from Lexington Wood was heard by the Local Planning Agency. I dropped off my letter in opposition to the zoning change before the meeting. At the time of the meeting, a Lexington resident turned in approximately six letters in opposition to the change from Lexington residents.

When a Lexington resident contacted Martin County, she was told that residents should send an email to Dschaub@martin.fl.us. We provided this address to our Lexington Wood residents. Several residents said they emailed Ms. Schaub and received a confirmation that their email had been received. I attended the Planning Agency meeting on June 1 and spoke during the section of the meeting where speakers had three minutes to voice their opinion.

There were four residents of Lexington Wood in attendance. It was raining in Hobe Sound and was not a suitable evening to be out. I checked the County web site several times to make sure the meeting was not canceled. None of the emails from the Lexington Wood residents were included in comments received from residents. Only the letter I delivered to the County office building and the approximately six turned in at the meeting were acknowledged. This would give the impression that the residents of Lexington Wood were not concerned about the proposed zoning change.

We feel the Planning Agency did not receive an adequate response from Lexington Wood residents as to their opinion relative to the proposed rezoning. Would you explain why the emails were not included in the responses from residents relative to the zoning change. Will these emails be presented to the Commissioners when they consider this issue?

Respectfully,

S. Norris

Sharon I. Norris

From: STEPHEN MCBROOM
To: Harold Jenkins
Subject: Storage Facility
Date: Thursday, June 8, 2023 9:18:59 AM

This Email Sent From External Sender

Dear Mr.Jenkins
As a resident of Lexington Wood in Heritage Ridge, I am very concerned about the needless storage facility proposed by the property owner. I think almost everyone would prefer to see a few single family homes on that lot. It would not only be more fitting to the neighborhood, but would save problems with water runoff in the future.
As a 35 year employee of Lainhart & Potter in Jupiter and 11 years at JM Lumber in Hobe Sound, I certainly admire your history with Jenkins Landscape and the continuing business that it is.
Hope the board considers the concerns that we have.
Thank you.
Steve McBroom

Sent from my iPhone

From: Kathryn Cannistraci
To: Comish
Subject: Board of County Commissioners Meeting 6/20/23 -- Property South of Bethel Lutheran Preschool
Date: Tuesday, June 13, 2023 10:37:54 AM

Hello,

This letter is for the Board of County Commissioners Meeting taking place on Tuesday, June 20, 2023 and is in regard to the property just south of Bethel Lutheran Preschool on US-1. My name is Kathryn Cannistraci and I am resident of Stuart, Florida and my son attends Bethel Lutheran Preschool and has attended since he was a year old.

My submission is to show that I am against the re-zoning of this property from residential to commercial. I believe that the property owners proposal for another storage facility (2-story facility) should be denied and the property should stay zoned as residential.

I am all for improving and growing our wonderful town, but this particular property would increase the safety risks and traffic concerns if it were to be changed to commercial. I would be extremely concerned about the safety of my child and the other children that attend Bethel if a commercial building or storage facility were to be built on this property. I believe this property is better suited for a nice neighborhood, that would increase the value and looks of that stretch of US-1. A storage facility creates additional traffic, an influx of non-residents in close proximity to a school, and is an extreme eye sore.

I hope the Board truly takes into account that the residents of Hobe Sound and Stuart do not want this change, and we would be very appreciative if the Board would deny the proposal for re-zoning indefinitely. Thank you for your time.

Best,
Kathryn Cannistraci
Martin County Resident and Mother

From: Bethel Lutheran Preschool
To: Comish
Subject: My request for you to VOTE no on the Zoning Change SE Federal Highway, Hobe Sound
Date: Tuesday, June 13, 2023 11:20:54 AM

Good morning ,

First I would like to introduce myself to you all. My name is Elizabeth Brown, a resident and registered voter in Hobe Sound since 2000. I am a parent, homeowner, active member of the community and also work full time here. I am the Director at Bethel Lutheran Preschool which in on site of Bethel Lutheran Church at 7905 SE Federal Highway, Hobe Sound.

I wanted to reach out to all of you in regards to an issue on the docket for the upcoming Board of County Commissioners Meeting on Tuesday, June 20, 2023. The owners of the property just to the south of our Church and Preschool will be going in front of you all to ask that their property zoning be changed to Commercial so that they can build a large 2 story Storage facility. The property is currently zoned residential.

While I am all for progress and improving our area, as the preschool director, I am concerned about what adding a storage facility right next to us would mean in regards to safety, security and traffic. We have 110 children here and it is our number one responsibility to keep them safe and danger away. What would it mean to have people coming and going at all times of the day mean to our student body? What about the increases in the possibility of break ins after hours? If you google crime rate associated with storage facilities it is a reported fact that these facilities are a haven for crime and drugs. As it pertains to me as a homeowner in The Oaks of Hobe Sound, also on SE Federal, do we really need to change the landscape and continuity on our stretch of the Federal Highway? These large commercial utilitarian building do nothing for our visual landscape and appeal. I want Martin County to continue growing but with some thought on how and where the changes should occur and be permitted. There are plenty of areas off our main throughfare where such building would fit in and still be accessible to their patrons.

Again as a parent, voter and residents I am imploring you to think of Martin County's future, not just our smallest and most precious children, but for our the aesthetic look as well and possibly posing less safety concerns for all our local residents.

Please call or email me with any questions or follow up.

Prayers,
Elizabeth Brown, Director

Bethel Lutheran Preschool
772-546-7506
Fax 772-546-9847
cell 772-341-7606

From: Tammy Nadeau
To: Comish
Subject: Vote NO
Date: Tuesday, June 13, 2023 4:11:10 PM

This Email Sent From External Sender

We do not want anymore storage or nursing homes on US 1, especially near the site of Lutheran Bethel Church in HS. Please keep this residential! And please consider some landscaping on this area in Route 1. It looks awful!!

Thank you.

Tammy Nadeau

Please excuse the brevity. This message was sent from my iPhone.

From: ramon hernandez
To: Comish
Subject: Hobe Sound zone
Date: Tuesday, June 13, 2023 5:54:45 PM

This Email Sent From External Sender

Good afternoon,

I will vote for not changing any more zones to commercial in Hobe Sound.

I live at The Oaks.

Thank you,
Ramon Hernandez

Comment from Facebook below:

How many of you know that Martin County Commissioners are meeting next Tuesday, June 20 to discuss changing the zoning on the property just South of Bethel Lutheran Church and Preschool from residential to Commercial so the owners can build a huge 2 story STORAGE facility?? Please email the county commissioners to tell them NO! This impacts all of us, does our pretty stretch of US 1 really need another storage facility or nursing home or should it stay zoned residential? Please email comish@martin.fl.us and tell them VOTE NO!

Sent from my iPhone

From: Daria Kosis
To: Comish
Subject: Zoning change
Date: Wednesday, June 14, 2023 7:08:54 AM

This Email Sent From External Sender

To whom it may concern,
Good morning, my name is Daria Kosis. I have been a resident in Martin County since 2005. Martin county is cherished by the residents because of its slow growth and residential zoning. It has come to my attention that the area just south of heritage ridge and Bethel Lutheran church on US 1 may be experiencing a zoning change. This specific location is directly next to a beloved church and preschool. The area is covered in beautiful oak trees, and you can hear the children laugh and learn. Progress is inevitable but we CAN choose what is developing. The care that a residential community would take on the property would be far better than a commercial zone. Please consider keeping our community as residential as possible for the integrity of our county.
Sent from my iPhone

From: rlynn211
To: Comish
Subject: Zone change- Residential to commercial
Date: Wednesday, June 14, 2023 10:43:35 PM

Hello,

I vote NO to changing the zoning on the property just South of Bethel Lutheran Church and Preschool from residential to Commercial so the owners can build a huge 2 story STORAGE facilities.

David and Ramona Athey, Hobe Sound residents.

Sent from my Verizon, Samsung Galaxy smartphone

From: Maria G
To: Comish
Subject: Zoning Change
Date: Wednesday, June 14, 2023 12:00:55 PM

Good afternoon,

I am writing to express my concern about the construction of a commercial facility being considered on the property adjacent to my son's preschool, Bethel Lutheran Preschool. The surrounding area is residential, which provides parents with a sense of comfort, knowing the minimal traffic and individuals closest to the school, are local families. Adding a commercial building would cause increased traffic, pollution and congestion through the area. My family moved to Hobe Sound because it was one of the most charming towns we had seen in a very long time, and that's what kept us here. I support progress and updates, but not at the expense of my child's safety and request that you reconsider changing this area from residential to commercial.

Thank you,
Maria Albanis

From:	Bethel Lutheran
To:	Comish
Subject:	My request is to vote NO on Zoning Change, from RS-6 to Commercial on SE Federal Highway, Hobe Sound, for the proposed Hobe Sound Storage Facility.
Date:	Thursday, June 15, 2023 11:57:36 AM

Good Morning,

My name is Joyce Salvatoriello, I am a resident of Hobe Sound. I am a registered voter, a Mother and a GrandMother, a Homeowner and I live in Poinciana Gardens.
I also work for the Bethel Lutheran Church. I am the Assistant Administrator. I am wanting to address the proposed zoning you are looking to change. The site next to
Bethel Lutheran Church and School is for R-6 **NOT Commercial. The owners of that property want their property to be changed to Commercial. NO,NO,NO.**
We don't need a three story Storage facility here especially right next door to a preschool. We have precious little ones here and we do not want nor do we need the
added storage building. We think about Safety first for our children and Seniors who come to Church and preschool here. We worry about security, traffic and safety.

We worry about drugs, people just hanging out at this facility all they want is a place to put this building, near a preschool and Church is NOT IT.

Please do not let them win this one. Let's tell them to put this facility somewhere else. I'm all for Hobe Sound to grow, but this is not what we need to have right on our main highway.
I, as a resident of Poinciana Gardens, do not want to come out of my neighborhood and have to see a big three storage building right in front of me. We have plenty of Storage facilities in Stuart.

Please make the right decision and vote NO for this change.

I thank you in advance for your time in this matter.

Joyce Salvatoriello

From: Sarah Collins
To: Comish
Subject: Land use change in Hobe Sound
Date: Friday, June 16, 2023 7:48:24 AM

This Email Sent From External Sender

To whom it may concern,

I've been seeing more and more yellow proposed development signs as I drive around lately and as a native Floridian it is disheartening to see what is happening with our landscape. My children all attend Bethel Lutheran Preschool where an adjacent property has just requested to switch from residential to commercial zoning to make way for a storage facility. To anyone with common sense that takes time to drive around Martin county, there are already ample amount of storage facilities being developed. When does it stop? I understand that progress and development are inevitable, especially when outsiders with a lot of money see the potential of growth in our small town, but putting a storage facility next to a beautiful community church and preschool instead of a responsible housing development in the future is a waste of space and natural resources.

I get that all you see is more tax dollars and money in your pocket at the end of the day but hope you take this email into consideration when you vote on June 20th and think about all the constituents to voted you into the positions you're in based on good faith of slower and responsible development within our beautiful city. If we're not careful our children won't get to experience the true coastal florida living I knew growing up in 10 years time because we'll just be the victims of corporate/big development greed who want to make this the next Palm Beach and Broward county. Please don't let that happen to my families home and yours.

Kindest regards,

Sarah Johnson, DPT
(561) 951-9619

From: charles scaife
To: Comish
Subject: Ref:zones in Hobe Sound/us 1
Date: Friday, June 16, 2023 8:47:33 AM

This Email Sent From External Sender

Please do not allow a 3 story storage facility to go through
C scaife

Sent from my iPhone

From: Susan Rogers
To: Comish
Subject: Building next to Bethel Church on US-1 Hobe Sound
Date: Friday, June 16, 2023 8:50:20 AM

This Email Sent From External Sender

Good morning.

I write in reference to the above. We don't need more storage units. We don't need more concrete. We have had a slew of wildlife appear here in the Retreat, more than usual. Our fellow creatures need habitat. We humans want quality of life which includes natural beauty.

Stop this please.

Thank you for your consideration.

Sincerely,
Susan Rogers

Sent from my iPhone

From: classicfungames@aol.com
To: Comish
Date: Friday, June 16, 2023 1:42:52 PM

There is a Martin county commissioners meeting Tuesday June 20. They are voting to rezone area across from poinciana Gardens and the Oaks. They want to make it commercial instead of residential. They are planning to put a three story , yes three-story storage building there. This picture was only a two story building . They changed it to a three story now. Please write to the commissioner and tell them NO , NO we don't want more concrete. It would be on SE Federal Hyw next to the Bethel Church and Preschool. Please send emails to the commissioner This is the their email.

HAROLD STOP THIS THREE-STORY CRAP AND REZONING IN HOBE SOUND.
James's Brother Nick

From: Gai Ingram
To: Comish
Subject: Proposed rezoning of single family home (RS-6) to General Commercial
Date: Friday, June 16, 2023 8:21:30 PM

This Email Sent From External Sender

To Whom It May Concern:

My husband and I have lived in the Lexington Woods subdivision of Heritage Ridge since 1998. We want our objection of the above rezoning plan to be on the record. We are against this proposal of having a commercial storage building on the property and we feel it will be a negative and detrimental addition to our community.

William and Gabrielle Ingram
7845 SE Trenton Ave
Hobe Sound, Fl 33455
(772) 341-9616

Please excuse my typos as this is being sent from my iPhone

From:	Martha Porter
To:	Comish
Subject:	RE: Hobe Sound Storage (CPA 23-02) Zoning adjustment from RS-6 Medium Density Residential to General Commercial
Date:	Friday, June 16, 2023 10:34:54 PM
Attachments:	Objection Letter-Hobe Sound Storage (CPA 23-02) .pdf

Board of County Commissioners,
Please see attached.

Thanks,
Martha

LEXINGTON WOOD
MARTHA PORTER
7934 SE LEXINGTON AVENUE
HOBE SOUND, FL 33455

June 16, 2023

Board of County Commissioners

2401 S.E. Martin Monterey Road

Stuart, Florida 34996

Hearing Date: June 20, 2023

RE: Hobe Sound Storage (CPA 23-02) Zoning adjustment from RS-6 Medium Density Residential to General Commercial

As a property owner located directly behind the subject property, I request that the pending application mention herein be **DENIED** by the board on the following grounds:

- **Compatibility:** The proposed use is not compatible with the existing use in the surrounding areas. Wetland sits to the south of the property line. To the west & east sit two large residential communities with single-family homes and townhomes. To the north sits Bethel Lutheran Preschool, a worship center and fully operational preschool zoned RM-8.

- **Flooding:** The subject property backs up to a canal on the east side of the property line just beyond the wetlands. Residents of Lexington Wood, who also back up to the canal are concerned the storm water run-off into the canal will cause flooding. A storage unit is not suitable for the property based on environmental constraints.

- **Safety:** Building a large storage unit adjacent to Bethel Lutheran Preschool is cause for concern regarding the children's safety due to the high volume of traffic.

Thank you for your consideration.

From:	treasure3@bellsouth.net
To:	Comish
Subject:	8 letters of opposition for rezoning of the 4-acre lot adjacent to Bethel Lutheran Church and School on Rt 1 in Hobe Sound
Date:	Saturday, June 17, 2023 2:27:47 PM
Attachments:	Copies of 8 letters.pdf

Dear Commissioners:

Attached are copies of eight letters that were handed in on June 1 at the local planning agency meeting in opposition to the rezoning of the 4-acre lot on Rt. 1 in Hobe Sound from RS-6 to General Commercial for a large storage facility. They are not just from families in Heritage Ridge. They are also from Seabranch Road and from Stuart. They want to voice their opposition.

We are proud of the Loxa-Lucie Initiative. Please don't ruin your good work by changing this small spot on Rt 1. It will have a big impact on the beautiful entrance to Martin County.

We can not attend your meeting on June 20, but we all love Martin County and want to express our concerns.

Thank you,
Ursula Orr

From: cowsertfl@aol.com
To: Comish
Subject: Proposed Rezoning from RS-6 to General Commercial
Date: Sunday, June 18, 2023 1:43:01 PM

I am writing to the Zoning Commission today to express my objection regarding the proposed zoning change of the lot adjacent to Bethel Lutheran Church and School from RS-6 to General Commercial. If this zoning change is approved, the negative impact will be inflicted upon several large residential communities, parts of which have been in existence for forty years or more.

<!--[if !supportLists]-->1. <!--[endif]-->This property was zoned RS-6 in 2006 for good reason. That reason still exists today, easily proven by the number of new homes built since then and the number of families that live in them.

<!--[if !supportLists]-->2. <!--[endif]-->Bethel Lutheran Church and School as well as the homes in this residential area are single story structures, 13 or 14 feet tall. The proposed structure is to be three stories tall, somewhere between 35 and 40 depending on design. It is definitely not in proportion to structures surrounding it.

<!--[if !supportLists]-->3. <!--[endif]-->Ridgeway and Heritage Ridge in particular have experienced flooding for years and are located in flood zones. These neighborhoods have just begun to address the flooding issues. Adding more hard surfaces that create even more flooding from runoff can undo all the progress that's been made to address these issues.

<!--[if !supportLists]-->4. <!--[endif]-->The lighting required for a large storage facility will make a three story commercial building seem even larger, especially at night. And many families will find their back porches, back yards and even some front yards lighted by a source they can't control all night every night.

Commissioners, I ask you this simple question: would you like a three story commercial building in your back yard? My hope is your answer would be no.

Sincerely,

Barb Cowsert
7936 SE Trenton Avenue
Hobe Sound, FL 33455

From: Sheri Strauch
To: Comish
Subject: "No" to Rezoning land next to Bethel Lutheran Church & School Play Ground on US #1 in Hobe Sound!
Date: Sunday, June 18, 2023 3:42:59 PM

This Email Sent From External Sender

MC Commissioners:
Please do not rezone the Residential to Commercial land on the east side of Federal Highway in Hobe Sound next to Bethel Lutheran Church. We don't want anymore natural habitat taken away from us. The animals who live there have nowhere else to go, except out on Federal Highway to be killed. Also, the Bethel Lutheran Church School children's playground backs up to that area and it would be too dangerous for them with cars/trucks coming and going right next to them all day and night. We do not need a 3-story storage unit building there nor any more concrete in Hobe Sound or anywhere else in Martin County for that matter. Put it out west past I-95, which would be much more fitting and less obtrusive. Please leave it zoned Residential. Enough is enough! Thank you for your time and consideration in this matter, which is of the utmost concern. I am a 30-plus year Hobe Sound resident, who has seen enough change from our limited Residential area to Commercial in a very short period of time. Maybe build more houses if you must, but no storage units, fast food restaurants, car washes, gas stations, cheap apartment buildings and everything else we don't need nor want. Thanks again!

From: Denise Rogers
To: Comish
Subject: Building across from oaks /poinsettia
Date: Sunday, June 18, 2023 8:50:17 PM

This Email Sent From External Sender

Please as a Martin county resident, do not approve this building . Martin county should not become strip malls, commercial buildings , and part of urban sprawl. Keep Hobe Sound simple and refined!
Denise A Rogers
8498 SE retreat dr
Hobe Sound
Sent from my iPhone

From: Kristina Gregg
To: Comish
Subject: Hobe Sound Storage - CPA 23-02
Date: Monday, June 19, 2023 7:57:56 AM

Good morning Martin County Commissioners-

I am writing to you today as a homeowner at 7815 SE Trenton Avenue, Hobe Sound, FL, 33455 located in the Heritage Ridge North Community – most specifically, the Lexington Wood neighborhood.

I would like to express my concern and hope for the denial of the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA during tomorrow's Commission meeting.

There is a Lateral Ditch 1 (referred to as the "Canal") which is located through our Heritage Ridge North Community, Heritage Ridge Golf Course, and most important to me – the Lexington Wood neighborhood. This canal has flooded in the past when hurricanes and heavy tropical storms have occurred. The canal has flooded to the point where the roads in our Lexington Wood neighborhood have flooded, became impassable to vehicles, and potential damage to our home structures.

As a homeowner, and proud citizen of Hobe Sound, I ask that you deny the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA during tomorrow's Commission meeting.

Thank you for your support and attention to this matter.

Kristina Gregg
7815 SE Trenton Avenue
Hobe Sound, FL 33455
401-965-7474

From: Ian Gregg
To: Comish
Subject: Hobe Sound Storage - CPA 23-02
Date: Monday, June 19, 2023 8:13:11 AM

Good morning,

I am writing to you today as a homeowner at 7815 SE Trenton Avenue, Hobe Sound, FL, 33455located in the Heritage Ridge North Community – most specifically, the Lexington Wood neighborhood.

I would like to express my concern and hope for the denial of the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

There is a Lateral Ditch 1 (referred to as the "Canal") which is located through our Heritage Ridge North Community, Heritage Ridge Golf Course, and most important to me – the Lexington Wood neighborhood. This canal has flooded in the past when hurricanes and heavy rain events have occurred. The canal has flooded to the point where the roads in our Lexington Wood neighborhood have flooded, became impassable to vehicles, and potential damage to our home structures. Building a storage unit on wetlands will exacerbate our flooding issues even more. Many of us believe this storage unit will not provide an economic benefit as there are already multiple storage units in our local area.

As a homeowner, and citizen of Hobe Sound, I ask that you **deny** the application for the storage facility on US1 between the Bethel Lutheran Church and the County STA.

Thank you for your support and attention to this matter.

Ian Gregg

From: Melissa
To: Comish
Subject: Objection to zoning change
Date: Monday, June 19, 2023 12:05:27 PM

I am a resident of Lexington wood in heritage ridge north in hobe sound. I am concerned about the possibility of rezoning the land across the street from my house from residential to commercial. My main concern is the problems we have already with flooding. We are already in a flood zone and the canal near my home floods extremely easy already. Please consider my objection to the rezoning of the property.

Melissa leigh
7883 se Lexington ave
Hobe sound fl 33455

Sent from the all new AOL app for iOS

January 24, 2024

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

RECEIVED
JAN 24 2024
GROWTH MANAGEMENT
DEPARTMENT

Re: Hobe Sound Storage (CPA 23-01)

Dear Mr. Schilling:

On June 20, 2023, Agenda Items 23-0481 and 23-0810 relative to the rezoning of the single family home property to change the zoning to General Commercial District were pulled from the Commissioners Agenda. The petitioner indicated to some of the Lexington Wood residents that he intended to refile his Agenda Items.

I served as "intervenor" for the Lexington Wood residents on April 25, 2006, when the Commissioners voted unanimously to change the "A-1 Small Farms District" zoning to RS-6 on the portion of the property available to be developed. The residents again requested that I serve as "intervenor" for the Lexington Avenue residents close to this property when the subject agenda items were to be heard by the Commissioners.

Surveyors were recently observed on the subject property. Is the property once again going to be considered for the rezoning? If so, please advise as to the procedure that will be followed. It has been seven months since the item was pulled from the Commission agenda.

When the County worked to install a conservation lake area on the adjoining property to the south, they discovered almost all of the County property is wetlands. The property is now almost all lakes. The property the applicant wants to build a large storage facility on should be reexamined to determine how much of the property is wetlands. The subject property is located in a flood zone.

Respectfully,

S. Norris

Sharon I. Norris
7933 S.E. Lexington Avenue
Hobe Sound, FL 33455

From: Stacey Dowd
To: Comish
Subject: Zoning Change on Property South of Bethel Lutheran
Date: Thursday, January 9, 2025 11:00:54 PM

To whom it may concern -

I am writing as it has come to my attention that on February 11th, there will be a meeting regarding changing the zoning for the property just south of Bethel Lutheran Preschool and Church.

The property is currently zoned as residential. If the property's zoning is to be changed to commercial, and a large, three story storage facility is built on that land, I cannot help but be concerned about the various consequences that could pose for the surrounding area, such as traffic, safety, and security - especially for the potential impact this could have on Bethel Lutheran.

I am for the progress, growth, and improvement of our beautiful area in which we are so fortunate to live. However, I am disheartened to learn about this proposition. I cannot support the concept of changing the landscape on this stretch of Federal Highway for the sake of erecting (yet another) storage facility. While I understand that something will undoubtedly be built upon this land at some point, I could support residential building, rather than commercial.

Thank you for your time,
Stacey Dowd

From: Bethel Lutheran Preschool
To: Comish
Subject: My request for you to VOTE no on the Zoning Change SE Federal Highway, Hobe Sound
Date: Thursday, January 9, 2025 12:48:45 PM

Good morning ,

First I would like to introduce myself to you all. My name is Elizabeth Brown, a resident and registered voter in Hobe Sound since 2000. I am a parent, homeowner, active member of the community and also work full time here. I am the Director at Bethel Lutheran Preschool which in on site of Bethel Lutheran Church at 7905 SE Federal Highway, Hobe Sound. I have sent you all my thoughts on this before when it was up for consideration in 2023. My feelings and those of our families have not changed.

I wanted to reach out to all of you in regards to an issue on the docket for the upcoming Board of County Commissioners Meeting on Tuesday, February 11, 2025. The owners of the property just to the south of our Church and Preschool will be going in front of you all to ask that their property zoning be changed to Commercial so that they can build a large 2 story Storage facility. The property is currently zoned residential.

While I am all for progress and improving our area, as the preschool director, I am concerned about what adding a storage facility right next to us would mean in regards to safety, security and traffic. We have 110 children here and it is our number one responsibility to keep them safe and danger away. What would it mean to have people coming and going at all times of the day mean to our student body? What about the increases in the possibility of break ins after hours? If you google crime rate associated with storage facilities it is a reported fact that these facilities are a haven for crime and drugs. As it pertains to me as a homeowner in The Oaks of Hobe Sound, also on SE Federal, do we really need to change the landscape and continuity on our stretch of the Federal Highway? These large commercial utilitarian building do nothing for our visual landscape and appeal. I want Martin County to continue growing but with some thought on how and where the changes should occur and be permitted. There are plenty of areas off our main throughfare where such building would fit in and still be accessible to their patrons.

Again as a parent, voter and residents I am imploring you to think of Martin County's future, not just our smallest and most precious children, but for our the aesthetic look as well and possibly posing less safety concerns for all our local residents.

Please call or email me with any questions or follow up.

Prayers,
Elizabeth Brown, Director

Bethel Lutheran Preschool
772-546-7506
Fax 772-546-9847
cell 772-341-7606

From: MELISSA FORTE
To: Comish
Subject: Concern Regarding Zoning Change for Property Near Bethel Lutheran Church
Date: Thursday, January 9, 2025 1:08:39 PM

To Whom it May Comcern,

I hope this email finds you well. I am writing to express my concern regarding the upcoming request to the County Commissioners to change the zoning of the property just south of Bethel Lutheran Church and Preschool. The property is currently zoned residential, and there is a proposal to rezone it to commercial in order to build a large, three-story storage facility.

While I am all for progress and the improvement of our community, I have significant concerns about the impact this development could have on the safety, security, and traffic in our area. A storage facility next to Bethel Lutheran Church and Preschool could create additional risks, particularly considering the number of children and families who regularly visit the church and preschool. Furthermore, the increased traffic around the Federal Highway could lead to congestion and potential safety hazards, especially for pedestrians.

I also question whether a large commercial development is the best use of this land, especially when it comes to maintaining the integrity and continuity of the neighborhood. Do we really want to change the landscape of our stretch of the Federal Highway in such a dramatic way?

While I understand that something will eventually be developed on this property, I believe that affordable homes or townhouses would provide a more aesthetically pleasing and safer alternative for the neighborhood.

Thank you for taking the time to read my concerns. I hope that together we can make a difference and ensure that this area continues to be a safe and welcoming place for our families.

Sincerely,
Melissa Reilly

772-678-2795

From: Lyndsi Beery
To: Comish
Subject: Storage Units
Date: Thursday, January 9, 2025 1:13:22 PM

Hello,

I would like to be another voice advocating against the rezoning of the property along Federal HWY in Hobe Sound near Bethel Lutheran Church. We do not need any more storage facilities and we do not want one right there. Please consider the public opinion on the matter.

Thank you,
Lyndsi Beery

From:	Katie Cannistraci
To:	Comish
Subject:	Board of County Commissioners Meeting 2/11/25 — Property South of Bethel Lutheran Preschool
Date:	Thursday, January 9, 2025 1:19:55 PM

Hello,

This letter is for the Board of County Commissioners Meeting taking place on Tuesday, February 11, 2025, and is in regard to the property just south of Bethel Lutheran Preschool on US-1. My name is Kathryn Cannistraci and I am resident of Stuart, Florida and my son attends Bethel Lutheran Preschool and has attended since he was a year old.

My submission is to show that I am against the re-zoning of this property from residential to commercial. I believe that the property owners proposal for another storage facility (2-story facility) should be denied and the property should stay zoned as residential.

I am all for improving and growing our wonderful town, but this particular property would increase the safety risks and traffic concerns if it were to be changed to commercial. I would be extremely concerned about the safety of my child and the other children that attend Bethel if a commercial building or storage facility were to be built on this property. I believe this property is better suited for a nice neighborhood, that would increase the value and looks of that stretch of US-1. A storage facility creates additional traffic, an influx of non-residents in close proximity to a school, and is an extreme eye sore.

I hope the Board truly takes into account that the residents of Hobe Sound and Stuart do not want this change, and we would be very appreciative if the Board would deny the proposal for re-zoning indefinitely. Thank you for your time.

Best,
Kathryn Cannistraci
Martin County Resident and Mother

RECEIVED
JAN 13 2025
By _____

Growth Management Director

January 10, 2025

Growth management Department
Martin County
2401 S.E. Monterey Road
Stuart, Florida 34996

To whom it may concern:

We reside at 7944 SE Lexington Ave. in Hobe Sound Fl. The back of our property borders the canal which also borders the east end of the property on US 1 being considered for a change of Zoning.

Approximately four years ago the above-mentioned canal flooded to a level within three inches of entering our home with water over three feet deep covering parts of our back lawn. Currently when it rains for an hour or more the canal still rises several inches despite the improvements in the downstream culverts that have been made.

We are deeply concerned that the proposed zoning change and building with its parking will seriously impact the already strained ability of the canal to provide adequate runoff of storm water. We strongly oppose any change of zoning that would provide building beyond the current residential zoning.

Kindest regards,

Stephen L. Hampe and Vicki D Pontello

314 550 0314

Stephen L Hampe

Vicki D Pontello

Prepared By:
Martin County Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 25-_

[REGARDING DENIAL OF THE FINAL SITE PLAN FOR THE HOBE SOUND STORAGE PROJECT]

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

1. Live Oak Capital Partners, submitted an application for major final site plan approval for the Hobe Sound Storage project, located on lands legally described in attached Exhibit A.
2. Upon proper notice, this Board considered approval at a public hearing on the application on February 11, 2025.
3. At the public hearing, all interested parties were given an opportunity to be heard.

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

A. The request for the major final site plan approval for the Hobe Sound Storage project is hereby denied, for the following XXXX.

B. This resolution shall be recorded in the public records of Martin County. A copy of this resolution shall be forwarded to the applicant(s) by the Growth Management Department subsequent to recording.

DULY PASSED AND ADOPTED THIS 11TH DAY OF FEBRUARY, 2025.

ATTEST: BOARD OF COUNTY COMMISSIONERS

MARTIN COUNTY, FLORIDA

BY:_____
CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BY: _____
SARAH HEARD, CHAIR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

BY:_____
ELYSSE A. ELDER
DEPUTY COUNTY ATTORNEY

ATTACHMENTS:

Exhibit A, Legal Description

Heritage Ridge North
Property Owners Association, Inc.

January 23, 2025

Commissioner Don Donaldson
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

Dear Commissioner Donaldson,

On behalf of the Board of Directors of the Heritage Ridge North Property Owners Association Inc., please consider this correspondence as an endorsement for the Hobe Sound Storage Project by Live Oaks Capital Partners.

We believe the project is consistent with the development of property along the US 1 (SE Federal Highway) corridor. It is our expectation that the developers will honor all promises with respect to building location, exterior design, lighting, and landscaping. They have assured us that quality of life issues will be addressed for all 837 homes within the Heritage Ridge North Community.

Should this project proceed, we anticipate an ongoing dialogue between the developers, county officials, and the HRNPOA.

Sincerely,

Matt Sullivan
President, HRNPOA

5757 S.E. Federal Highway, Stuart, Florida 34997
Phone: (772) 287-8882 • Fax: (772) 287-7526 • Email: heritageridgenorth@yahoo.com

HOBE SOUND STORAGE
MAJOR FINAL SITE PLAN
H164-002

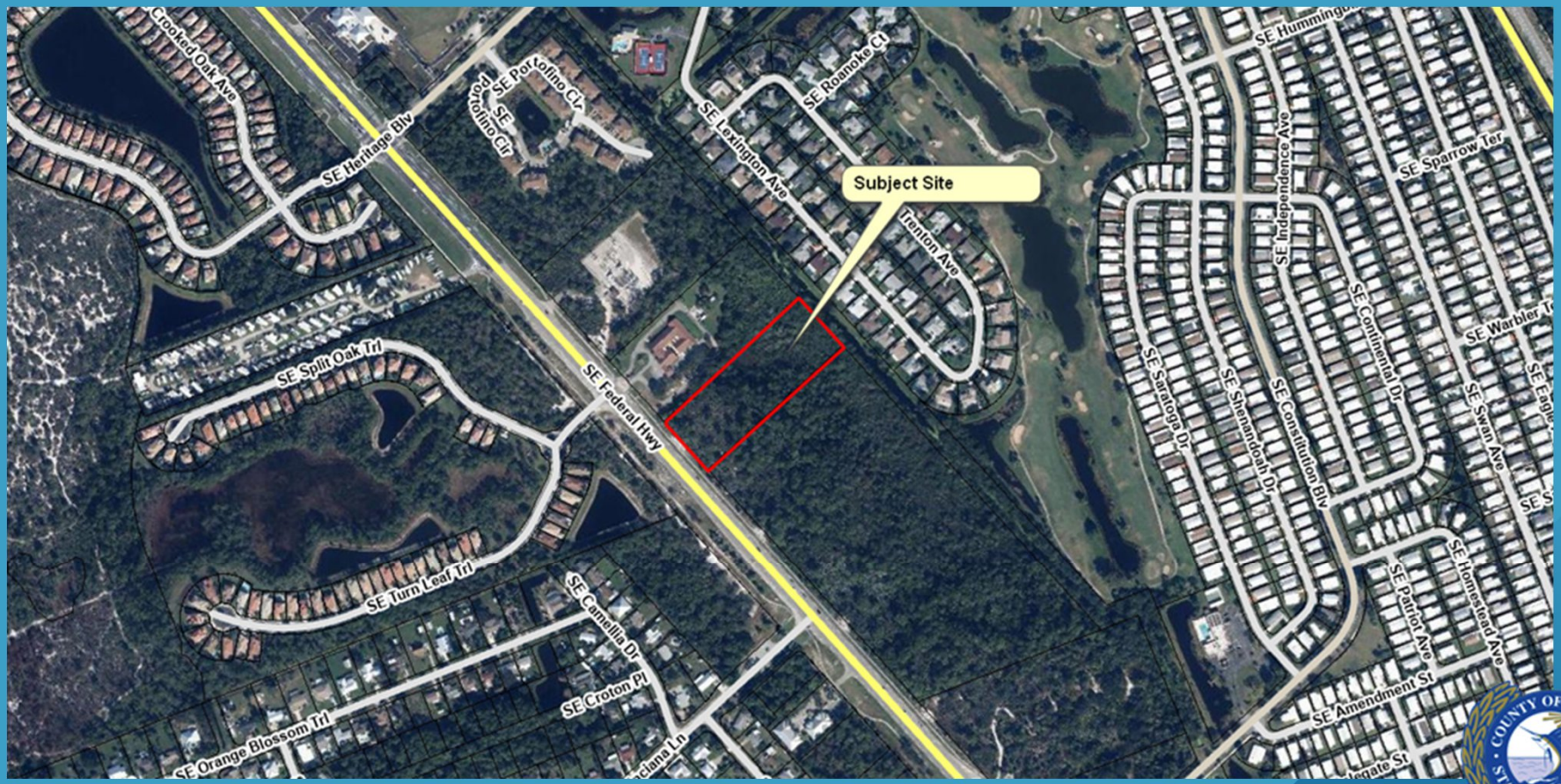
Board of County Commissioners

Public Hearing

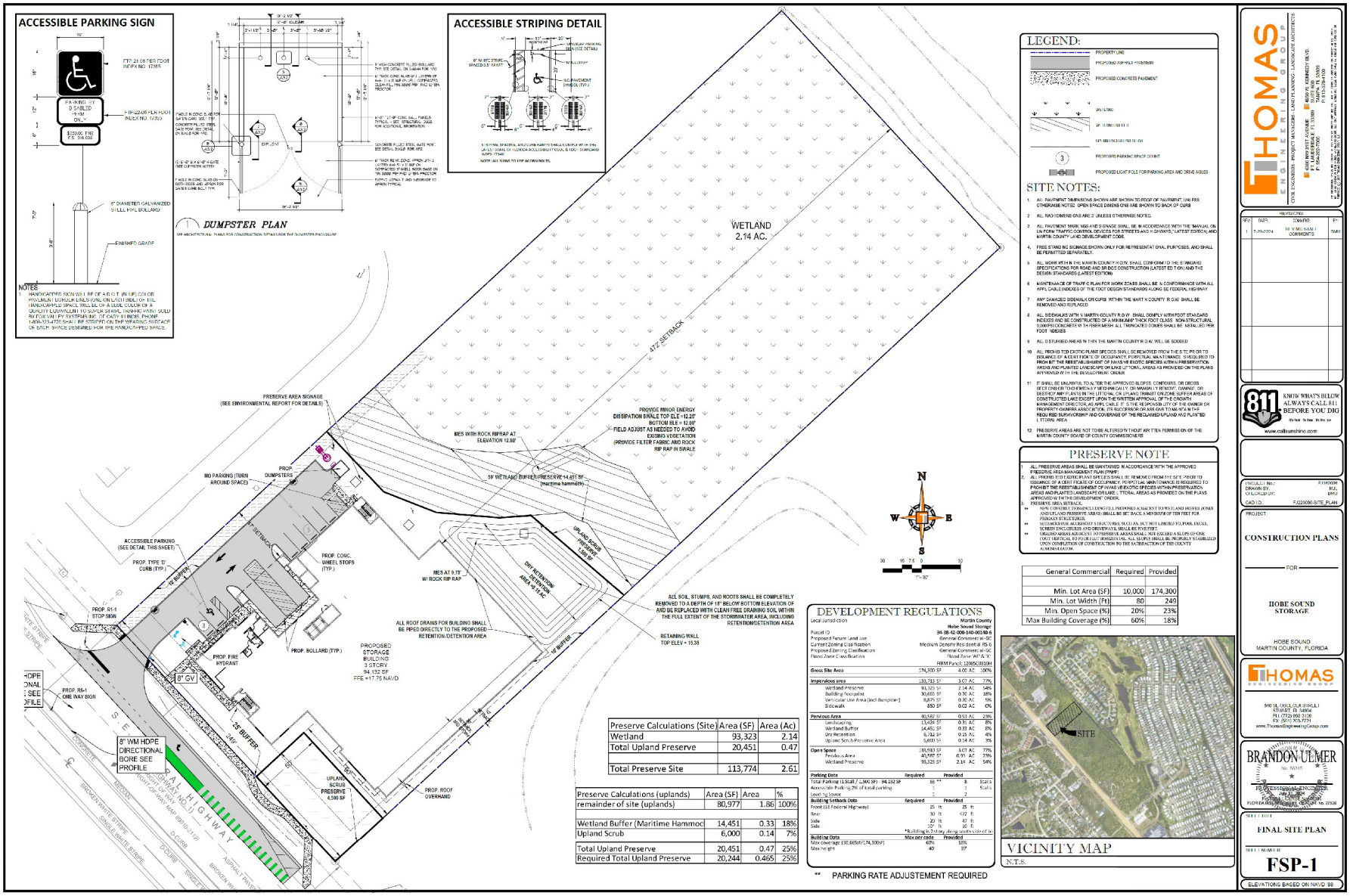
February 11, 2025

Owner:	Employees Money Purchase Pension Plan & Trust of Boca Cardiology Associates Babic & Vinci PA FBO Stephen Babic (Stephen Babic MD TTEE)
Applicant:	Live Oak Capital Partners (Steve Tedder)
Requested by:	Thomas Engineering Group, LLC (Brandon Ulmer P.E.)
Project Coordinator:	Brian Elam, PMP, Principal Planner

LOCATION


Subject Site
SE Federal Hwy
SE Heritage Blv
Crooked Oak Ave
SE Portofino Cir
SE Portofino Cl
SE Roanoke Cl
SE Lexington Ave
Trenton Ave
SE Independence Ave
SE Sparrow Ter
SE Continental Dr
SE Warbler
SE Saratoga Dr
SE Shenandoah Dr
SE Constitution Blv
SE Swan Ave
SE Split Oak Trl
SE Turn Leaf Trl
SE Camellia Dr
SE Croton Pl
SE Orange Blossom Trl
SE Patriot Ave
SE Homestead Ave
SE Amendment St

FINAL SITE PLAN



General Commercial	Required	Provided
Min. Lot Area (SF)	10,000	174,300
Min. Lot Width (Ft)	80	240
Min. Open Space (%)	20%	23%
Max Building Coverage (%)	60%	18%

Preserve Calculations (Site)	Area (SF)	Area (Ac)
Wetland	93,323	2.14
Total Upland Preserve	20,451	0.47
Total Preserve Site	113,774	2.61

Preserve Calculations (uplands)	Area (SF)	Area	%
remainder of site (uplands)	80,977	1.86	100%
Wetland Buffer (Maritime Hammoc	14,451	0.33	18%
Upland Scrub	6,000	0.14	7%
Total Upland Preserve	20,451	0.47	25%
Required Total Upland Preserve	20,244	0.465	25%

LANDSCAPE PLANS

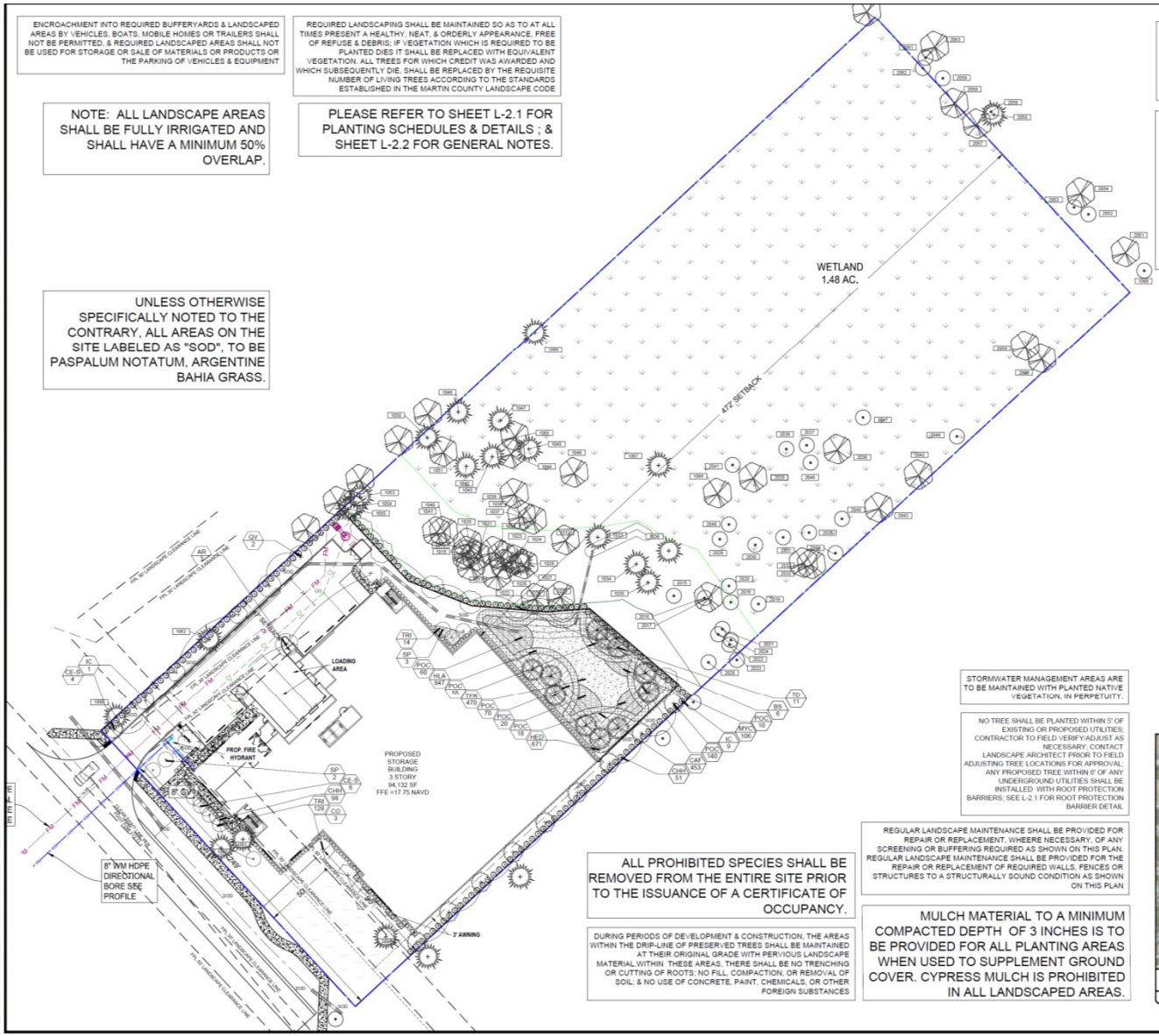
ENCROACHMENT INTO REQUIRED BUFFERYARDS & LANDSCAPED AREAS BY VEHICLES, BOATS, MOBILE HOMES OR TRAILERS SHALL NOT BE PERMITTED, & REQUIRED LANDSCAPED AREAS SHALL NOT BE USED FOR STORAGE OR SALE OF MATERIALS OR PRODUCTS OR THE PARKING OF VEHICLES & EQUIPMENT

REQUIRED LANDSCAPING SHALL BE MAINTAINED SO AS TO AT ALL TIMES PRESENT A HEALTHY, NEAT, & ORDERLY APPEARANCE. FREE OF REFUSE & DEBRIS; IF VEGETATION WHICH IS REQUIRED TO BE PLANTED DIES IT SHALL BE REPLACED WITH EQUIVALENT VEGETATION. ALL TREES FOR WHICH CREDIT WAS AWARDED AND WHICH SUBSEQUENTLY DIE, SHALL BE REPLACED BY THE REQUISITE NUMBER OF LIVING TREES ACCORDING TO THE STANDARDS ESTABLISHED IN THE MARTIN COUNTY LANDSCAPE CODE

NOTE: ALL LANDSCAPE AREAS SHALL BE FULLY IRRIGATED AND SHALL HAVE A MINIMUM 50% OVERLAP.

PLEASE REFER TO SHEET L-2.1 FOR PLANTING SCHEDULES & DETAILS ; & SHEET L-2.2 FOR GENERAL NOTES.

UNLESS OTHERWISE SPECIFICALLY NOTED TO THE CONTRARY, ALL AREAS ON THE SITE LABELED AS "SOD", TO BE PASPALUM NOTATUM, ARGENTINE BAHIA GRASS.



ALL LANDSCAPING SHALL BE MAINTAINED FREE FROM DISEASE, PESTS, WEEDS & LITTER. MAINTENANCE SHALL INCLUDE WEEDING, WATERING, FERTILIZING, PRUNING, MOWING, EDGING, MULCHING, OR OTHER MAINTENANCE, AS NEEDED & IN ACCORDANCE WITH ACCEPTABLE HORTICULTURAL PRACTICES. PERPETUAL MAINTENANCE SHALL BE PROVIDED TO PROHIBIT THE REESTABLISHMENT OF HARMFUL EXOTIC SPECIES WITHIN LANDSCAPING & PRESERVATION AREAS.

NO USE SHALL BE MADE OF, AND NO DEVELOPMENT ACTIVITY SHALL BE PERMITTED IN, LAND USE BUFFERS AND PERIMETER LANDSCAPE AREAS, EXCEPT FOR:

i. PLANTING MATERIAL APPROVED AS PART OF THE LANDSCAPE PLAN;
ii. COMPLETELY UNDERGROUND UTILITIES AND ESSENTIAL, SPECIFICALLY APPROVED, OVERHEAD OR ABOVEGROUND UTILITIES WHICH CROSS THESE AREAS AND DO NOT INTERFERE WITH THE MATURE GROWTH OF THE REQUIRED PLANT MATERIAL;
iii. GRASS DITCHES, WITH BACK SLOPE NO STEEPER THAN 3V:1H, WHICH CAN SUPPORT THE REQUIRED LANDSCAPING MATERIALS.

PRESERVE NOTE

1. ALL PRESERVE AREAS SHALL BE MAINTAINED IN ACCORDANCE WITH THE APPROVED PRESERVE AREA MANAGEMENT PLAN (PAMP).
2. ALL PROHIBITED EXOTIC PLANT SPECIES SHALL BE REMOVED FROM THE SITE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. PERPETUAL MAINTENANCE IS REQUIRED TO PROHIBIT THE REESTABLISHMENT OF INVASIVE EXOTIC SPECIES WITHIN PRESERVATION AREAS AND PLANTED LANDSCAPE OR LAKE LITTORAL AREAS AS PROVIDED ON THE PLANS APPROVED WITH THE DEVELOPMENT ORDER.
3. PRESERVE AREA SETBACK.
   - NEW CONSTRUCTION (INCLUDING FILL PROPOSED ADJACENT TO WETLAND BUFFER ZONES AND UPLAND PRESERVE AREAS) SHALL BE SET BACK A MINIMUM OF TEN FEET FOR PRIMARY STRUCTURES.
   - SETBACKS FOR ACCESSORY STRUCTURES, SUCH AS, BUT NOT LIMITED TO, POOL DECKS, SCREEN ENCLOSURES AND DRIVEWAYS, SHALL BE FIVE FEET.
   - GRADED AREAS ADJACENT TO PRESERVE AREAS SHALL NOT EXCEED A SLOPE OF ONE FOOT VERTICAL TO FOUR FEET HORIZONTAL. ALL SLOPES SHALL BE PROPERLY STABILIZED UPON COMPLETION OF CONSTRUCTION TO THE SATISFACTION OF THE COUNTY ADMINISTRATOR.

STORMWATER MANAGEMENT AREAS ARE TO BE MAINTAINED WITH PLANTED NATIVE VEGETATION, IN PERPETUITY.

NO TREE SHALL BE PLANTED WITHIN 5' OF EXISTING OR PROPOSED UTILITIES; CONTRACTOR TO FIELD VERIFY/ADJUST AS NECESSARY; CONTACT LANDSCAPE ARCHITECT PRIOR TO FIELD ADJUSTING TREE LOCATIONS FOR APPROVAL. ANY PROPOSED TREE WITHIN 6' OF ANY UNDERGROUND UTILITIES SHALL BE INSTALLED WITH ROOT PROTECTION BARRIERS. SEE L-2.1 FOR ROOT PROTECTION BARRIER DETAIL

REGULAR LANDSCAPE MAINTENANCE SHALL BE PROVIDED FOR REPAIR OR REPLACEMENT, WHEERE NECESSARY, OF ANY SCREENING OR BUFFERING REQUIRED AS SHOWN ON THIS PLAN. REGULAR LANDSCAPE MAINTENANCE SHALL BE PROVIDED FOR THE REPAIR OR REPLACEMENT OF REQUIRED WALLS, FENCES OR STRUCTURES TO A STRUCTURALLY SOUND CONDITION AS SHOWN ON THIS PLAN

ALL PROHIBITED SPECIES SHALL BE REMOVED FROM THE ENTIRE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

DURING PERIODS OF DEVELOPMENT & CONSTRUCTION, THE AREAS WITHIN THE DRIP-LINE OF PRESERVED TREES SHALL BE MAINTAINED AT THEIR ORIGINAL GRADE WITH PERVIOUS LANDSCAPE MATERIAL WITHIN THESE AREAS. THERE SHALL BE NO TRENCHING OR CUTTING OF ROOTS; NO FILL, COMPACTION, OR REMOVAL OF SOIL; & NO USE OF CONCRETE, PAINT, CHEMICALS, OR OTHER FOREIGN SUBSTANCES

MULCH MATERIAL TO A MINIMUM COMPACTED DEPTH OF 3 INCHES IS TO BE PROVIDED FOR ALL PLANTING AREAS WHEN USED TO SUPPLEMENT GROUND COVER. CYPRESS MULCH IS PROHIBITED IN ALL LANDSCAPED AREAS.

VICINITY MAP
N.T.S.

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS · PROJECT MANAGERS · LAND PLANNING · LANDSCAPE ARCHITECTS
2300 NW FIRST AVENUE, SUITE 100 BOCA RATON, FL 33431 P: 954-202-7000
4650 W. KENNEDY BLVD. SUITE 300 TAMPA, FL 33609 P: 813-282-7275
125 W. INDIANTOWN RD. SUITE 206 JUPITER, FL 33468 P: 561-203-7503
THE COMPANY(IES) NAMED ABOVE IS/ARE THE OWNER OF THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN IS PROPRIETARY AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION OF THE COMPANY(IES) NAMED ABOVE.

REVISIONS

REV	DATE	COMMENT	BY

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
www.callsunshine.com

PROJECT No.: F.J160006
DRAWN BY: MJI
CHECKED BY: BMU
CAD I.D.: F.J220006-LANDSCAPE-PLAN

PROJECT:
CONSTRUCTION PLANS
FOR
HOBE SOUND STORAGE
HOBE SOUND
MARTIN COUNTY, FLORIDA

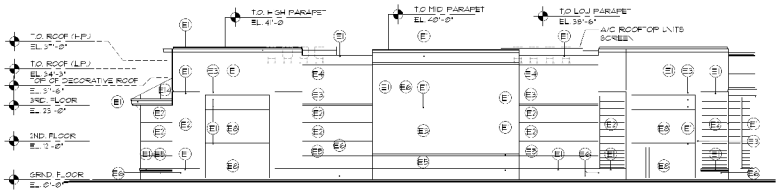
THOMAS ENGINEERING GROUP
PEBWORTH PROFESSIONAL PLAZA
125 W. INDIANTOWN RD. SUITE 206
JUPITER, FL 33468
PH: (561) 203-7503
FX: (561) 203-7721
www.ThomasEngineeringGroup.com

MICHAEL D. GROSSWIRTH
LA 0666377
REGISTERED LANDSCAPE ARCHITECT
July 26, 2024
LICENSED IN FLORIDA
FLORIDA BUSINESS LICENSE NUMBER: 27528

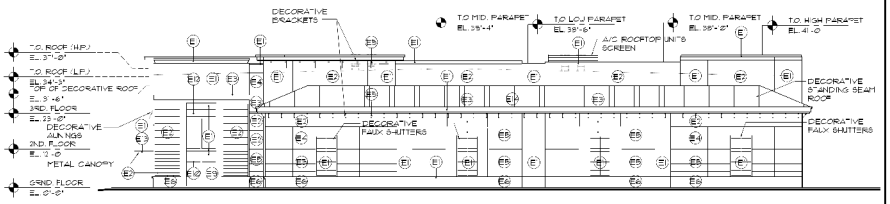
SHEET TITLE:
LANDSCAPE PLAN
SHEET NUMBER:
L-2.0

ELEVATIONS BASED ON NAVD '88

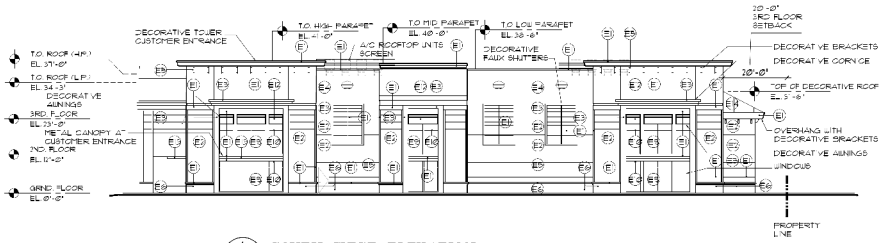
ELEVATIONS



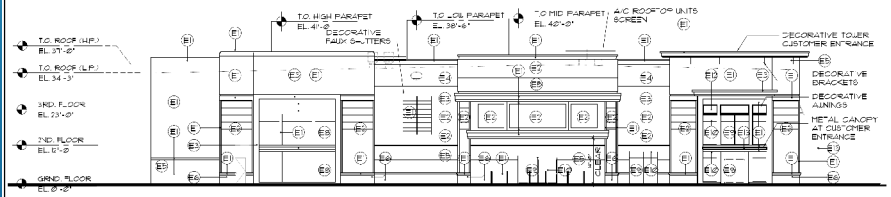
3 / A5.0 NORTH–EAST ELEVATION
1/16"=1'-0"



4 / A5.0 SOUTH–EAST ELEVATION
1/16"=1'-0"



1 / A5.0 SOUTH–WEST ELEVATION
1/16"=1'-0"



2 / A5.0 NORTH–WEST ELEVATION
1/16"=1'-0"

MARK	DESCRIPTION	MATCH MANUF.	CATALOG NO.	COLOR	TYPE	FINISH	COATS	NOTE	COMMON NAME
E1	PAINTED MED. TEXTURE	SHERWIN WILLIAMS	SW 7006	EXTRA WHITE	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL"G" ON TEX-COTE PRIMER - SOLVENT BASED	WHITE
E2	PAINTED MED. TEXTURE	SHERWIN WILLIAMS	SW 6151	SNOWDROP	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL"G" ON TEX-COTE PRIMER - SOLVENT BASED	LIGHT GRAY
E3	PAINTED MED. TEXTURE	SHERWIN WILLIAMS	SW 6203	SPARE WHITE	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL"G" ON TEX-COTE PRIMER - SOLVENT BASED	WHITE
E4	PAINTED MED. TEXTURE	SHERWIN WILLIAMS	SW 7036	SITE WHITE	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL"G" ON TEX-COTE PRIMER - SOLVENT BASED	WHITE
E5	PAINTED MED. TEXTURE	SHERWIN WILLIAMS	SW 6001	GRAYISH	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL"G" ON TEX-COTE PRIMER - SOLVENT BASED	LIGHT GRAY
E6	PAINTED MED. TEXTURE	SHERWIN WILLIAMS	SW 7069	UNusual GRAY	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL"G" ON TEX-COTE PRIMER - SOLVENT BASED	GRAY
E7	PAINTED MED. TEXTURE	SHERWIN WILLIAMS	SW 6700	MOONRAKER	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL"G" ON TEX-COTE PRIMER - SOLVENT BASED	YELLOW
E8	PAINTED MED. TEXTURE	SHERWIN WILLIAMS	SW 7068	CITYSCAPE	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL"G" ON TEX-COTE PRIMER - SOLVENT BASED	DARK GRAY
E9	STOREFRONT GLAZING	YKK	LIGHT GRAY	LIGHT GRAY	IMPACT	-	-	IMPACT RATED	LIGHT GRAY
E10	STOREFRONT FRAMES	YKK	WHITE	WHITE	ANODIZED	-	BY MANUF.	BY MANUF.	WHITE
E11	STANDARD GLAZING	YKK	BLACK	BLACK	TEMPER	FLOAT	-		DARK GRAY
E12	ALUMINUM SILVER POLDER COATED LOUVERED AWNING	YKK	TO MATCH SW 7067	CITYSCAPE	ANODIZED	-	BY MANUF.	PREFINISHED	DARK GRAY
E13	PREFAB METAL CANOPY	-	TO MATCH SW 6700	MOONRAKER	ANODIZED	BY MANUF	BY MANUF.	PREFINISHED	YELLOW
E14	STANDING SEAM METAL ROOF	-	-	GRAY	PRE-FINISHED	GLOSS	BY MANUF.	PREFINISHED	GRAY

5 / A5.0 FINISH SCHEDULE

GRAPHIC SCALE
16 4 0 8 16 32
(in feet)
1/16 inch=1 ft

HOBE SOUND STORAGE
US HIGHWAY NO. 1
HOBE SOUND, FLORIDA 33455

KENNETH R. CARLSON - ARCHITECT, P.A.
166 W. NEWPORT CENTER DR. SUITE 211
DEERFIELD BEACH, FLORIDA 33442
PH. (954) 427 - 8848
FAX (954) 427 - 9529
AA C008178
© 2011 KENNETH R. CARLSON

Revisions:

DRAWN BY: RG
CHECKED BY: KRC
DATE: 04/05/2012
SCALE: AS NOTED
PROJECT #: 2128
CAD FILE NAME: 2

KENNETH R. CARLSON
AR12546

SHEET A5.0 OF
PAGE OF

REVIEW OF APPLICATION

C. Staff recommendation

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

Section	Division or Department	Reviewer	Phone	Assessment
F	Comprehensive Plan Review	Brian Elam	772-288-5501	Comply
F	ARDP Review	Brian Elam	772-288-5501	Comply
G	Site Design Review	Brian Elam	772-288-5501	N/A
H	Commercial Design Review	Brian Elam	772-288-5501	Comply
H	Community Redevelopment Review	Brian Elam	772-288-5501	N/A
I	Property Management Review	Ellen MacArthur	772-221-1334	N/A
J	Environmental Review	Shawn McCarthy	772-288-5508	Comply
J	Landscaping Review	Karen Sjoholm	772-288-5909	Comply
K	Transportation Review	James Hardee	772-288-5470	Comply
L	County Surveyor Review	Tom Walker	772-288-5928	N/A
M	Engineering Review	Matthew Hammond	772-288-5512	Comply
N	Addressing Review	Emily Kohler	772-288-5692	Comply
N	Electronic File Submission Review	Emily Kohler	772-288-5692	Comply
O	Water and Wastewater Review	Kim McLaughlin	772-546-6259	Comply
O	Wellfields Review	Jorge Vazquez	772-221-1448	N/A
P	Fire Prevention Review	Doug Killane	772-419-5396	Comply
P	Emergency Management Review	Sally Waite	772-219-4942	N/A
Q	ADA Review	Kaitlyn Zanello	772-288-5920	Comply
R	Health Department Review	Juan Lameda	772-219-1200	N/A
R	School Board Review	Nicholas Clifton	772-221-4090	N/A
S	County Attorney Review	Elysse A. Elder	772-288-5925	Ongoing
T	Adequate Public Facilities Review	Brian Elam	772-288-5501	Comply

Development review staff have found the Live Oak Capital Partners application to comply with all applicable regulations and the Comprehensive Growth Management Plan as detailed in the staff report.

LOCAL PLANNING AGENCY

This matter is to be heard by the Local Planning Agency on February 6, 2025. The LPA's recommendation will be forwarded to the Board.

STAFF RECOMMENDATION

Staff recommends approval of the Live Oak Capital Partners application.

1. Move that the Board receive and file the agenda item and its attachments including the staff report as Exhibit 1.
2. Move that the Board adopt the Resolution approving the Final Site Plan and approve the Preserve Area Management Plan (PAMP) for the Hobe Sound Storage project.

THAT CONCLUDES THE PRESENTATION

QUESTIONS?

BCC MEETING DATE: February 11, 2025
AGENDA ITEM: PHQJ-2

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners

DATE: February 4, 2025

VIA: Don G. Donaldson, P.E.
County Administrator

FROM: Elysse A. Elder
Deputy County Attorney

REF: 25-0486

SUBJECT: PUBLIC HEARING TO CONSIDER A REQUEST FOR APPROVAL OF MAJOR FINAL SITE PLAN AND PRESERVE AREA MANAGEMENT PLAN (PAMP) FOR THE HOBE SOUND STORAGE PROJECT (H164-002)

An updated Resolution to Approve is attached.

DGD/eae
Attachment

Reviewed by County Attorney's Office

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Prepared By:
Martin County Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

[blank space above reserved for recording information]

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 25-

[REGARDING FINAL SITE PLAN APPROVAL
FOR HOBE SOUND STORAGE
WITH A CERTIFICATE OF PUBLIC FACILITIES RESERVATION]

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

1. Live Oak Capital Partners, submitted an application for the approval of a major final site plan for the Hobe Sound Storage Project, located on lands legally described in Exhibit A, attached.

2. The Local Planning Agency considered the application at a properly noticed public hearing on February 6, 2025. The LPA's recommendations were forwarded to the Board of County Commissioners (Board) for consideration.

3. This Board has considered such recommendations.

4. Upon proper notice, this Board considered approval at a public hearing on the application on February 11, 2025.

5. At the public hearings, all interested parties were given an opportunity to be heard.

6. The final site plan for Hobe Sound Storage is consistent with the Comprehensive Growth Management Plan and the Land Development Regulations.

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

A. The final site plan for the Hobe Sound Storage Project is approved. Development of Hobe Sound Storage Project shall be in accordance with the approved final site plan attached as Exhibit B and the Preserve Area Management Plan (PAMP) attached hereto as Exhibit C.

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, LDR, 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 Hobe Sound Storage Project null and void.

E. This application is hereby determined to meet the requirements for and shall serve as a Certificate of Public Facilities Reservation as set forth in Section 5.32.D, LDR, Martin County Code.

F. All permits for Hobe Sound Storage must be obtained within one year, by February 11, 2026. Development must be completed within two years, by February 11, 2027.

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

H. Hauling is not permitted. The Owner is not authorized to haul fill off 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.

I. In order to ensure that the drainage/stormwater management system functions as designed and permitted in perpetuity, Owner shall maintain the drainage/stormwater management system according to the Stormwater Management System Maintenance Plan as submitted with the final site plan application. The Maintenance Plan will provide that Owner shall be responsible for performing the specific inspections and maintenance operations on the stormwater management system on-site and off-site as approved by the Growth Management Director at final site plan approval in order to ensure it functions as intended and as approved by County. County shall not have any responsibility in maintaining the system.

J. The effective date of this resolution, if Comprehensive Plan Amendment 23-02, the Hobe Sound Storage property is not timely challenged, shall be 31 days after adoption by the Board of County Commissioners. If CPA 23-02 is timely challenged, this resolution shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on CPA 23-02 may be issued or commence before it has become effective.

K. 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 11TH DAY OF FEBRUARY, 2025.

ATTEST:

BY:_____
CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: _____
SARAH HEARD, CHAIR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

BY:_____
ELYSSE A. ELDER
DEPUTY COUNTY ATTORNEY

ATTACHMENTS:

Exhibit A, Legal Description
Exhibit B, Final Site Plan
Exhibit C, Preserve Area Management Plan (PAMP)

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

Quasi-Judicial

File ID: 25-0576 PHQJ-3 **Meeting Date:** 2/11/2025

PLACEMENT: Public Hearings - Quasi-Judicial

TITLE:

PUBLIC HEARING TO CONSIDER A REQUEST TO DESIGNATE A BROWNFIELD BY 9670 SW MARINE WAY, LLC

EXECUTIVE SUMMARY:

This is the second public hearing on a request by 9670 SW Marine Way, LLC to designate the property located at 9670 SW Marine Way ("Property") as a Green Reuse Area, also known as a brownfield. Section 376.80, Florida Statutes, outlines the brownfield program administration process and affirms that the jurisdictional local government shall adopt a resolution designating property as a brownfield if the requesting party establishes the necessary criteria in Section 376.80, Florida Statutes. The first public hearing was held on January 28, 2025.

DEPARTMENT: Growth Management

PREPARED BY: **Name:** Jenna Knobbe
Title: Senior Planner

REQUESTED BY: 9670 SW Marine Way, LLC

PRESET:

PROCEDURES: Quasi-Judicial

BACKGROUND/RELATED STRATEGIC GOAL:

The State of Florida first passed the Florida Brownfields Redevelopment Act in 1997. The Florida Department of Environmental Protection (FDEP) identifies that the primary goals of the Brownfields Redevelopment Act are "to reduce public health and environmental hazards on existing commercial and industrial sites that are abandoned or underused, create financial and regulatory incentives to encourage voluntary cleanup and redevelopment of sites, and derive appropriate cleanup target levels." Sections 376.77 through 376.85, Florida Statutes, are cited as the "Brownfields Redevelopment Act" and outline the administration of these regulations by the state and local governments.

The Property is located at 9670 SW Marine Way in Martin County. The site has a future land use designation of Commercial Waterfront and zoning district of Waterfront General Commercial (WGC). A revised minor final site plan for the Property was approved by the Growth Management Department on June 1, 2023. The uses approved for the Property through the revised minor final site plan include a marine construction equipment warehouse, office building, boat ramp, gravel parking, stormwater

dry detention, and green space.

The applicant has stated their intention to utilize the state-based financial incentives afforded to brownfield sites through the FDEP's Brownfields Program. These incentives are intended to promote voluntary site cleanup and offset the cost of site rehabilitation or solid waste removal. Brownfield sites must enter into a Brownfield Site Rehabilitation Agreement with the Florida Department of Environmental Protection.

The first public hearing held on January 28, 2025, this second public hearing, and the applicant's community meeting on January 23, 2025, were announced at the January 14, 2025, Martin County Board of County Commissioners meeting.

ISSUES:

Section 376.80, Florida Statutes, states that "for counties, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 125.66, except that the procedures for the public hearings on the proposed resolution must be in the form established in s. 125.66(5)(b)."

The Board of County Commissioners must follow the public hearings procedures outlined in Section 125.66(5)(b).1, Florida Statutes. as follows:

> The board of county commissioners shall hold two advertised public hearings on the proposed ordinance or resolution. At least one hearing shall be held after 5 p.m. on a weekday, unless the board of county commissioners, by a majority plus one vote, elects to conduct that hearing at another time of day. The first public hearing shall be held at least 7 days after the day that the first advertisement is public. The second hearing shall be held at least 10 days after the first hearing and shall be advertised at least 5 days prior to the public hearing.

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

1. Move that the Board receive and file the agenda item and its attachments including the staff report as Exhibit1.
2. Move that the Board finds the request meets the criteria outlined in Section 376.80(2)(c), Florida Statutes, and adopt the Resolution designating the Property as a brownfield.

ALTERNATIVE RECOMMENDATIONS

1. Move that the Board receive and file the agenda item and its attachments including the staff report as Exhibit1.
2. Move that the Board finds the request does not meet the criteria outlined in F.S. 376.80(2)(c)

and not adopt the resolution designating the Property as a brownfield.

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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PROPOSED DESIGNATION OF A GREEN REUSE AREA
MARTIN COUNTY, FLORIDA

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REQUEST NAME: 9670 SW Marine Way Green Reuse Area Designation

Report Issuance Date: January 2, 2025

PROPERTY OWNER: 9670 SW Marine Way, LLC

APPLICANT: 9670 SW Marine Way, LLC
12800 US Highway 1 #300
Juno Beach, FL 33408

REPRESENTED BY: Brett C. Brumund, Esq.
The Goldstein Environmental Law Firm, P.A.

PLANNER-IN-CHARGE: Jenna Knobbe, Senior Planner
Growth Management Department

PUBLIC HEARINGS:	Date	Action
Board of County Commission:	January 28, 2025	TBD
Board of County Commission Adoption:	February 11, 2025	TBD

SITE LOCATION:
The parcel is located on SW Marine Way, just south of SW 96th Street in Martin County, Florida. The parcel is identified by Parcel Number 13-39-40-000-004-00020-5.

APPLICANT REQUEST:
This is a request by The Goldstein Environmental Law Firm, P.A. on behalf of 9670 SW Marine Way, LLC for Martin County to formally designate the subject site as a Green Reuse Area pursuant to Section 376.80(2)(c), Florida Statutes (F.S.), of Florida's Brownfields Redevelopment Act. Section 376.80(2)(c), F.S., states that the local government with jurisdiction over the proposed brownfield area is the proper agency to designate a property as a brownfield, given the applicant demonstrates the request meets the requirements outlined in Section 376.80(2)(c), F.S.

STAFF RECOMMENDATION:
Staff recommends the Board consider the request for designation and allow the applicant to establish that the requested designation meets the criteria outlined in Florida Statutes.

BACKGROUND INFORMATION:
On October 31, 2024, Martin County received a request from Brett Brumund, Esq. of The Goldstein Environmental Law Firm, P.A., to designate the property located at 9670 SW Marine Way as a Green Reuse Area. This parcel is identified as PCN 13-39-40-000-004-00020-5. The subject site has a future

land use designation of Commercial Waterfront and a zoning designation of WGC (Waterfront General Commercial). There is an existing revised minor site plan for the subject that was approved by the Growth Management Department on June 1, 2023. The applicant states that when fully developed, the subject site shall contain a "12,000-square foot warehouse for marine construction equipment, a 7,800-square foot office building, a 10,200-square foot boat ramp, a 49,500-square foot stormwater dry detention basin, a 17,000-square foot gravel parking area, and 58,400-square feet of green space."

Section 376.79(4), F.S. defines "brownfield sites" as "real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination." Within the application materials submitted to Martin County, the applicant attests that "there is onsite contamination with dieldrin and lead from historical agricultural and boat operations at the Subject Property that has significantly complicated redevelopment efforts…" Additionally, the application materials state that a site assessment has outlined the presence of toxaphene and arsenic-contaminated soil over a majority of the subject site, and these levels of soil contamination are above the Florida Department of Environmental Protection (FDEP) soil cleanup target levels. A Soil Management Plan for the Subject Property is included as part of the application materials. This Soil Management Plan is on file with the Florida Department of Environmental Protection and outlines historical environmental assessments for the site and the subsequent management plan for rehabilitating the property.

The Florida Department of Environmental Protection has record of one brownfield site within Martin County. This site is located on SE Monterey Road Extension in the City of Stuart boundaries. This property was designated as a Green Reuse Area by the City of Stuart via Resolution 09-2023 on February 13, 2023. Resolution 09-2023 is included as an attachment to this agenda item.

FLORIDA STATUTES – BROWNFIELD PROGRAM:

Section 376.80, F.S. details the brownfield program administration process for the State of Florida. Brownfield designations may be proposed by the jurisdictional local government or by any person other than a governmental entity. This request by The Goldstein Environmental Law Firm, P.A. on behalf of 9670 SW Marine Way, LLC falls under the category of designation request by any person other than a governmental entity. As such, this request must comply with the five criteria laid out in Section 376.80(2)(c), F.S. Additionally, Section 376.80(12), F.S. states "A local government that designates a brownfield area pursuant to this section is not required to use the term 'brownfield area' within the name of the brownfield area designated by the local government." Therefore, the term "Green Reuse Area" and "brownfield" in this request can be used interchangeably.

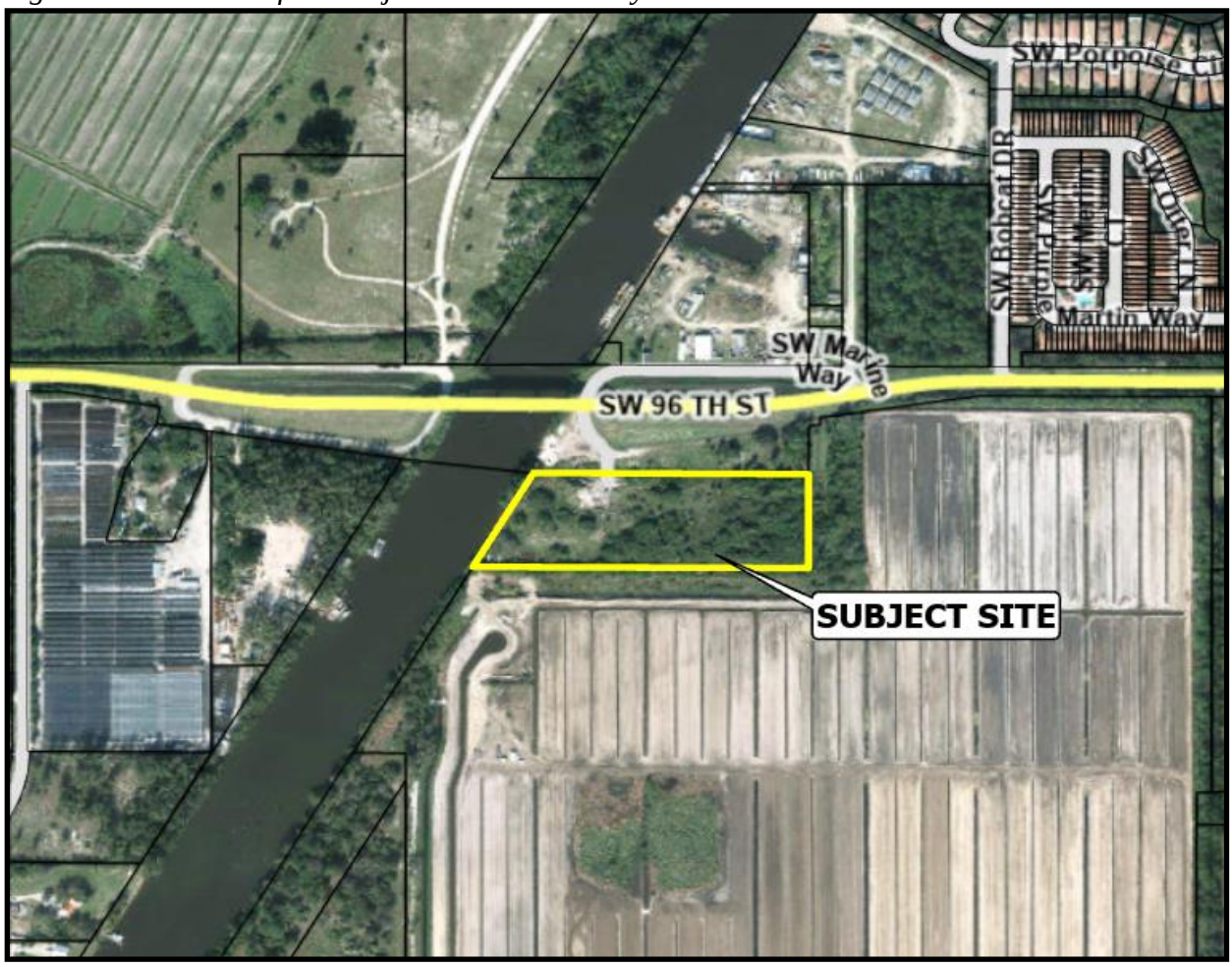
This staff report will evaluate the ways in which the requested designation meets the five criteria outlined in Section 376.80(2)(c), F.S. for the local government to adopt the resolution designating the subject site as a brownfield. Section 376.80(2)(c) is quoted below:

> "(c) *Brownfield area designation proposed by persons other than a governmental entity.* – For designation of a brownfield area that is proposed by a person other than the local government, the local government with jurisdiction over the proposed brownfield area shall provide notice and adopt a resolution to designate the brownfield area pursuant to paragraph (1)(c) if, at the public hearing to adopt the resolution, the person establishes all of the following:

1. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site.
2. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement does not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004 or the creation of recreational areas, conservation areas, or parks.
3. The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations.
4. Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated pursuant to paragraph (1)(c), and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subparagraph must be posted in the affected area.
5. The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the brownfield site."

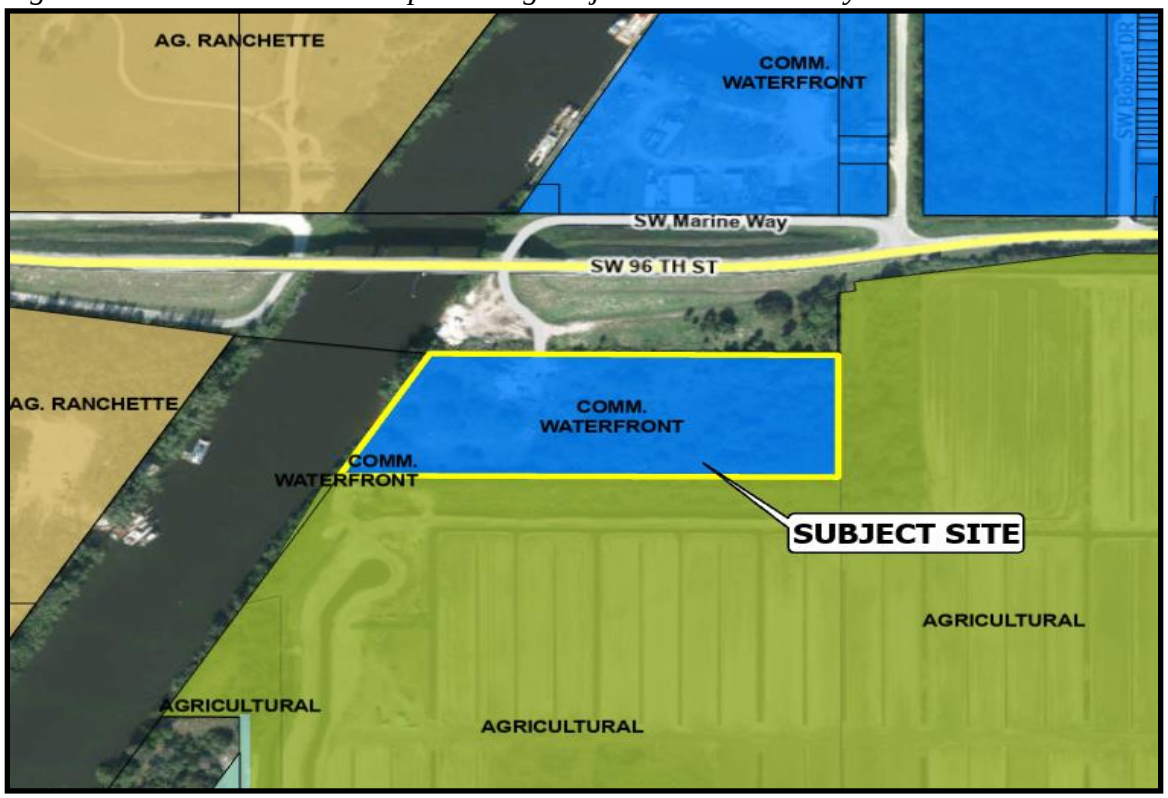
[*Remainder of page is blank.*]

Figure 1 – Location of the subject site outlined in yellow.



[*Remainder of page is blank.*]

Figure 2 - Future Land Use Map showing subject site outlined in yellow.



STAFF ANALYSIS:

As stated previously, Section 376.80(2)(c), F.S. outlines five criteria that the applicant must establish during the public hearing in order for the jurisdictional local government to adopt the resolution designating the subject site as a green reuse area, also known as a brownfield. This staff report shall review each of the five criteria below and analyze the submitted application materials to determine how the applicant demonstrates they meet these criteria.

1. ***A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site.***

Staff analysis: The applicant, 9670 SW Marine Way LLC, is the property owner of record for the subject property and has submitted this request for brownfield designation. The application materials indicate this designation is being sought with the understanding that the property owner will rehabilitate and redevelop the brownfield site. For this reason, it appears the applicant meets this criterion.

2. ***The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement does not apply to the rehabilitation and redevelopment of a brownfield site that***

will provide affordable housing as defined in s. 420.0004 or the creation of recreational areas, conservation areas, or parks.

Staff analysis: The applicant has stated that the proposed brownfield site, once developed, will result in "significant economic productivity of the area." The application materials attest that approximately 30 new permanent, full-time equivalent jobs will be created at the subject property once the site is developed consistent with the approved site plan. For these reasons, it appears the applicant meets this criterion.

3. ***The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations.***

Staff analysis: The applicant previously obtained site plan approval for the subject property. The uses permitted on the site plan include "12,000-square foot warehouse for marine construction equipment, a 7,800-square foot office building, a 10,200-square foot boat ramp, a 49,500-square foot stormwater dry detention basin, a 17,000-square foot gravel parking area, and 58,400-square feet of green space." The uses within the approved site plan for the subject property are consistent with the Comprehensive Growth Management Plan and are permittable under the applicable local land development regulations.

Additionally, Objective 4.2B of the Comprehensive Growth Management Plan discusses the redevelopment of brownfield sites in Martin County. This objective, found in Chapter 4 of the Comprehensive Growth Management Plan, states "*Objective 4.2B.* To encourage redevelopment by designating brownfields and pursuing public/private partnerships to redevelop designated sites." For these reasons, it appears the applicant meets this criterion.

4. ***Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated pursuant to paragraph (1)(c), and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subparagraph must be posted in the affected area.***

Staff analysis: The applicant has stated in their application materials that this designation request complies with "notice and opportunity to comment requirements established by Florida Statutes 376.80(2)(c)(4) and 376.80(1)(c)(4)(b) as follows:

(i) Notice has been posted at the subject property;
(ii) Notice has been published in The Stuart News;
(iii) Notice has been published on the Stuart community bulletin section of Craigslist; and
(iv) A community meeting was held on November 5, 2024, at the Courtyard Stuart, 7615 SW Lost River Road, Stuart, FL 34997, from 5:30 p.m. to 7:00 p.m."

The applicant has provided documentation of the sign posting at the subject property and publishing the notice of community meeting and public hearings in the October 29, 2024 edition of The Stuart News. However, the applicant still must provide notice at the January 14, 2025 Board of County

Commissioners (BCC) meeting for a rescheduled community meeting on January 23, 2025 to comply with the proper notice and opportunity to comment requirements in Florida Statutes. Once this advertisement at the January 14, 2025, BCC meeting for the rescheduled community meeting takes place, then this notice requirement will be fulfilled.

5. ***The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the brownfield site.***

Staff analysis: The applicant included in their brownfield designation request a letter from Dictinio Garcia, Senior Vice President of Ferreira Construction. This letter, included as Exhibit D in the application materials, certifies that that 9670 SW Marine Way, LLC has "sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan at the Subject Property as referenced above." For this reason, it appears the applicant meets this criterion.

CONCLUSION:

Based on the staff analysis provided above, it appears that the applicant has met four of the five criteria for designation of a brownfield site pursuant to Section 376.80, F.S. Once the proper notice has been issued for the rescheduled community meeting, all five criteria would appear to have been met by the applicant. Exhibit B of the request materials attests that there is actual soil and groundwater contamination found on the subject site that would allow the subject site to meet the definition for "brownfield site." The submitted Soil Management Plan that is on file with FDEP outlines the methods by which rehabilitation and redevelopment of the subject site will address the contaminants found on the property.

ATTACHMENTS

- Attachment A, Supplemental Information Report
- Designation Request Materials
- City of Stuart Resolution 09-2023
- Draft Resolution

PROPOSED DESIGNATION OF A GREEN REUSE AREA
9670 SW MARINE WAY, MARTIN COUNTY
SUPPLEMENTAL INFORMATION REPORT

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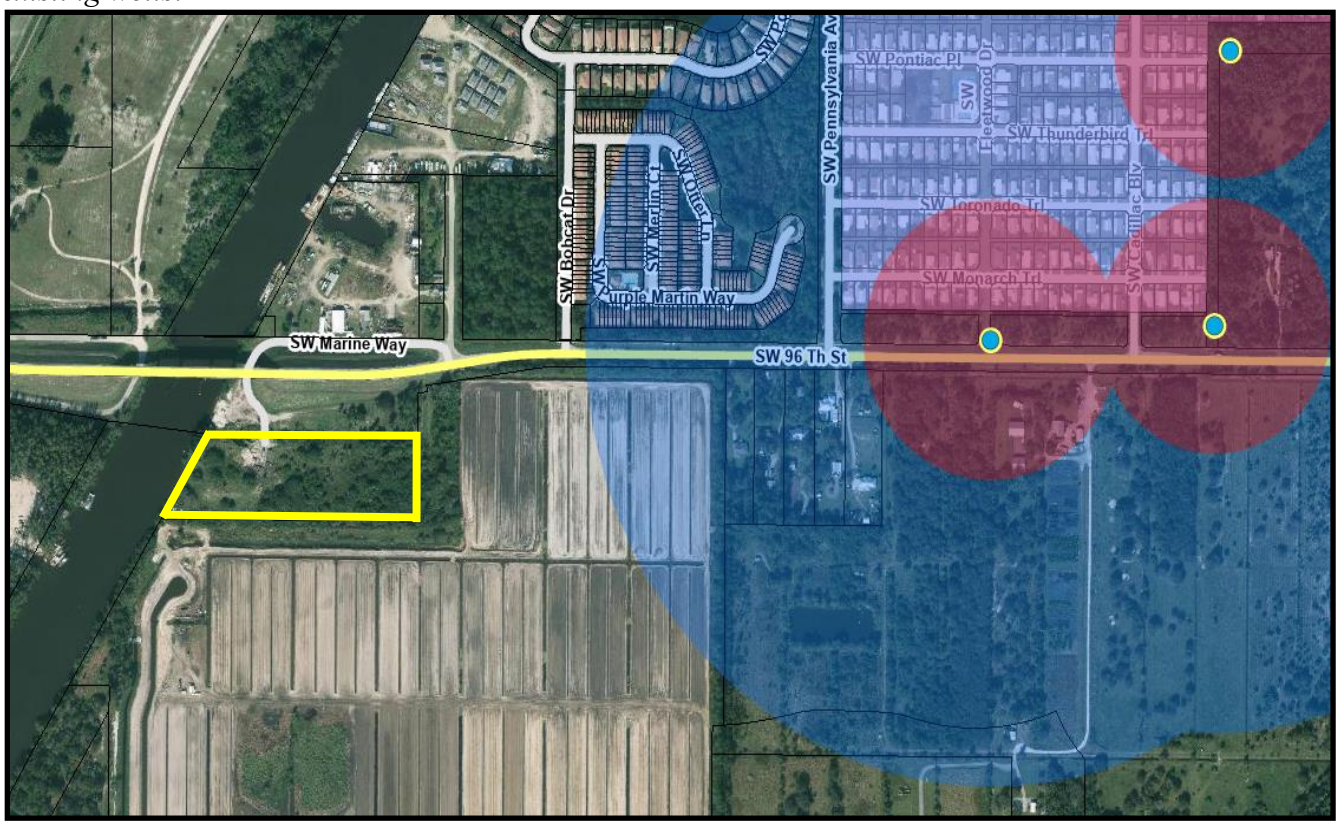
REQUEST NAME: 9670 SW Marine Way Green Reuse Area Designation

SUPPLEMENTAL INFORMATION: This document shall provide an overview of additional information pertaining to the Green Reuse Area designation request for the property located at 9670 SW Marine Way in Stuart, Florida ("Subject Property").

WELLFIELD PROTECTION: The site is not located within a wellfield protection zone. However, Figure 3 below shows the subject site's proximity to the existing wellfield protection zones and existing public wells. The subject site is located approximately 2,000 feet away from wellfield protection zone 1 (smaller red circle) and approximately 760 feet away from wellfield protection zone 2 (larger blue circle). The subject site is located approximately 2,500 feet away from the closest surficial well located north of SW 96th Street and south of SW Monarch Trail.

Figure 3 – the subject site's proximity (site outlined in yellow) to wellfield protection zones and existing wells.



HISTORIC SITE AERIALS: Below are aerial photographs of the subject site throughout the years. The various years demonstrate the change in uses over time. The most recent aerial photo from the year 2024 is shown on Page 4 of the staff report in Figure 1 – Location Map.

Figure 4.1 – 2014: subject site sits largely vacant.

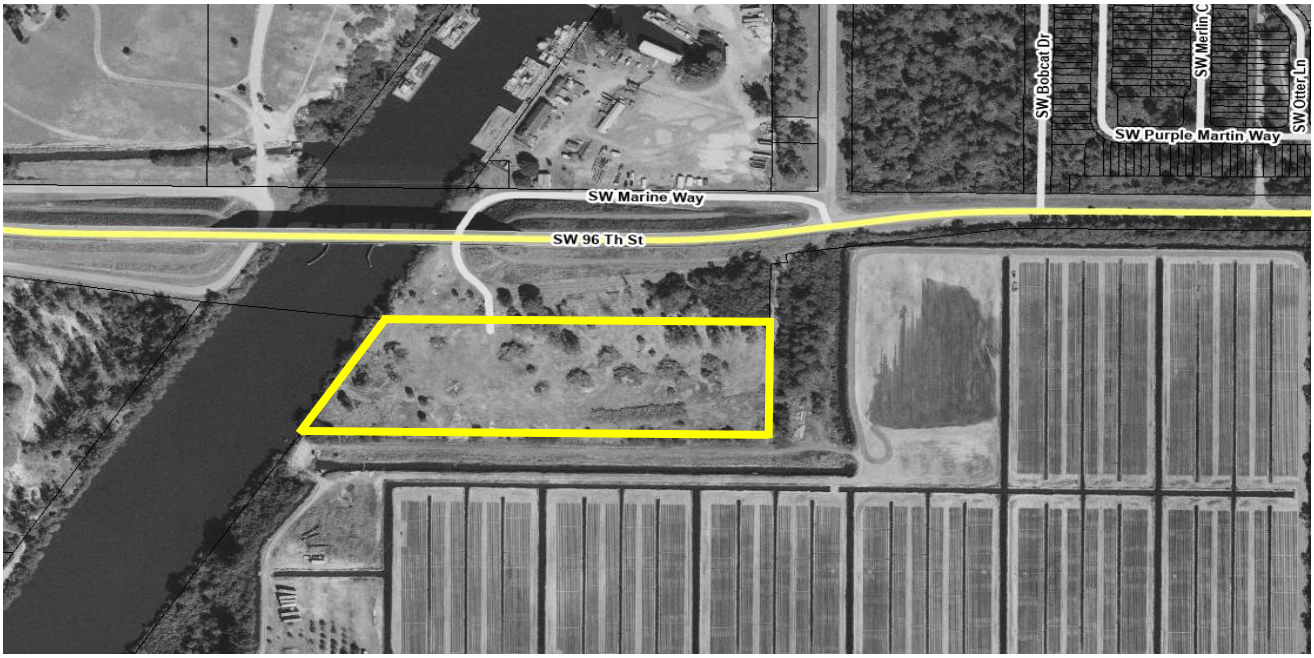


Figure 4.2 – 2004: subject site sits largely vacant.

Figure 4.3 – 1992: subject site sits largely vacant.

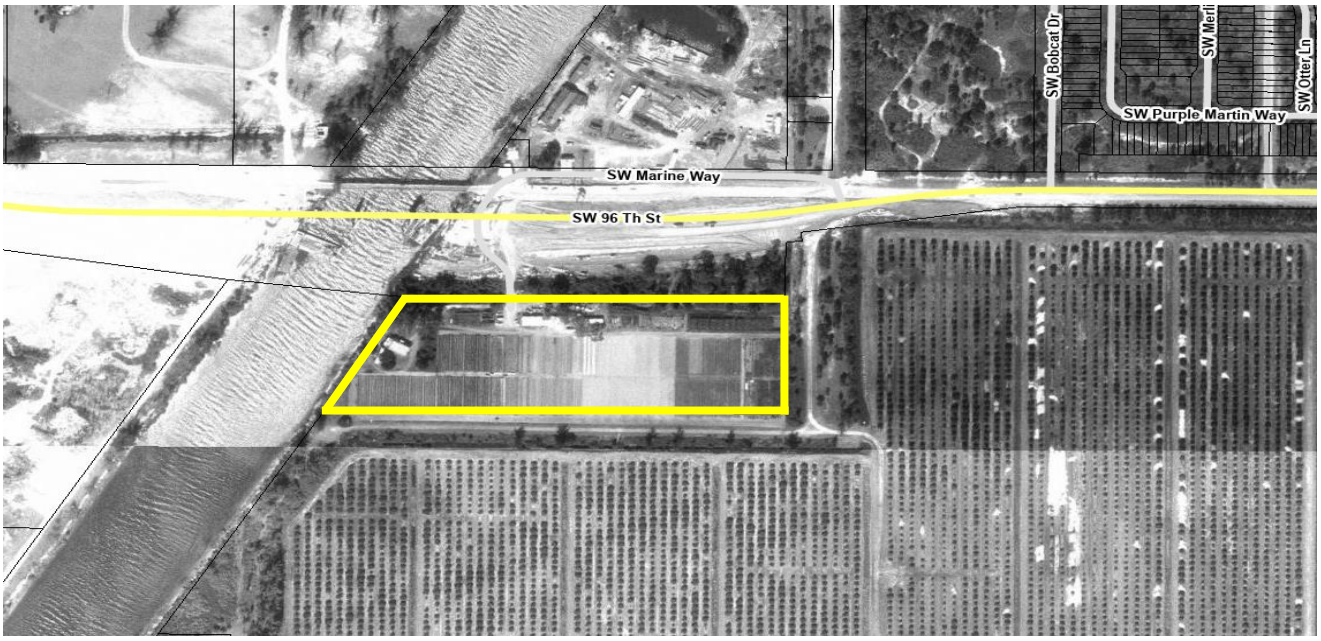


Figure 4.4 – 1980: row crops evident on the subject site adjacent to the larger agricultural operation east and south of the subject site.

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.
Brownfields, Transactions, Due Diligence, Development, Permitting, Cleanups & Compliance

2100 Ponce de Leon Boulevard, Suite 710
Coral Gables, Florida 33134
Telephone: (305) 777-1680
www.goldsteinenvlaw.com

Brett C. Brumund, Esq.
Direct Dial: (305) 640-5300
Email: bbrumund@goldsteinenvlaw.com

October 31, 2024

Via Email Only

Mr. Don Donaldson, County Administrator
Martin County
2401 SE Monterrey Road
Stuart, FL 34996

Re: Request for Designation of the Property Located at 9670 Southwest Marine Way, Stuart, Florida 34997, identified by Parcel Number 13-39-40-000-004-00020-5, as a Green Reuse Area Pursuant to Florida's Brownfields Redevelopment Act

Dear Mr. Donaldson:

On behalf of 9670 SW Marine Way, LLC ("Marine Way"), an affiliate of Ferreira Construction Co. Inc., we are pleased to submit the enclosed request for designation of the above-referenced parcel (the "Subject Property"), as a Green Reuse Area pursuant to section 376.80(2)(c), Florida Statutes, of Florida's Brownfields Redevelopment Act. When fully developed, the Subject Property will include a 12,000-square-foot warehouse for marine construction equipment, a 7,800 square foot office building, a 10,200-square foot boat ramp, a 49,500-square foot stormwater dry detention basin, a 17,000-square foot gravel parking area, and 58,400-square feet of green space. The completed project will have an estimated cost of approximately $8.9 million. Property cards and legal descriptions depicting the Subject Property's location are enclosed at Attachment A.

Marine Way is applying for this designation to utilize an important state economic and regulatory assistance program available to developers and local governments in situations where the risk of contamination is demonstrated to overwhelm key opportunities for land revitalization and job growth. In this instance, there is onsite contamination with dieldrin and lead from historical agricultural and boat operations at the Subject Property that has significantly complicated redevelopment efforts and created a host of logistical, design, engineering, and construction concerns for Marine Way. These

concerns can be easily mitigated with the assistance and resources offered by Florida's Brownfields Program and come at no cost to the County.

In considering a request for designation as a Green Reuse Area under Florida's Brownfields Redevelopment Act, a local government must evaluate and apply the criteria set forth in section 376.80(2)(c), Florida Statutes. As reflected in the Statement of Eligibility incorporated herein at Attachment B, Marine Way meets such statutory criteria. Accordingly, based on the foregoing, we respectfully request that staff recommend approval. Of course, as you evaluate the application and supporting materials, please feel free to contact us with any questions or should further information be required. Thank you.

Very truly yours,

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.

Brett C. Brumund, Esq.
/bcb

Enclosures

cc: Kimberlee Levee, Chief of Staff, Martin County
9670 SW Marine Way, LLC
Michael R. Goldstein, Esq., Environmental Counsel for 9670 SW Marine Way, LLC

Attachment A

MARTIN COUNTY
PROPERTY APPRAISER
Jenny Fields, CFA

Basic Info

PIN	AIN	Situs Address	Website Updated
13-39-40-000-004-00020-5	59908	9670 SW MARINE WAY STUART FL	10/29/24

General Information

CHANGE MAILING ADDRESS

SIGN UP FOR PROPERTY FRAUD ALERT

Property Owners
9670 SW MARINE WAY LLC

Mailing Address
12800 US HIGHWAY 1 #300
JUNO BEACH FL 33408

Tax District
DISTRICT THREE MSTU

Parcel ID
13-39-40-000-004-00020-5

Account Number
59908

Property Address
9670 SW MARINE WAY STUART FL

Legal Description
THE SOUTH ONE-HALF OF THE NORTH ONE-HALF...

Use Code/Property Class
4900 - 4900 Open Storage Junk Yard

Neighborhood
51500 Kanner W of 95

Legal Acres
7.75

Ag Use Size (Acre\Sq Ft)
N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2024	$ 849,400	$ 600	$ 850,000	$ 0	$ 850,000	$ 0	$ 850,000

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.

Current Sale

Sale Date
12/15/23

Sale Price
$ 1,000,000

Grantor (Seller)
FERREIRA CONSTRUCTION SOUTHERN DIVISION CO INC

Deed Type
Warranty Deed

Doc Num
3050755

Book & Page
3412 2363

Legal Description

THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF LOT 4 LYING EAST OF CANAL TROPICAL FRUIT FARMS SEC 13-39-40 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 PAGE 6 PUBLIC RECORDS PALM BEACH NOW MARTIN COUNTY FLORIDA (UNITY OF TITLE OR 3051/1038)

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

Improvements

PIN	AIN	Situs Address	Website Updated
13-39-40-000-004-00020-5	59908	9670 SW MARINE WAY STUART FL	10/29/24

Use Code/Property Class	Total Finished Area	Max Stories
N/A	0 SF	0

Features/Yard Items

Type	Qty	Size	Unit of Measure	Year Blt
Fencing - Chain Link	1	348	Linear Feet	2009

Exhibit A
Legal Description

The South 1/2 of the North 1/2 of Lot 4, East of Canal, Section 13, Township 39 South, Range 40 East, according to the Plat of Tropical Fruit Farms, as recorded in Plat Book 3, Page 6, Public Records of Palm Beach (now martin) County, Florida; Encompassing 8.22 acres

Attachment B

Green Reuse Area Designation Eligibility Statement

9670 SW Marine Way Green Reuse Area
9670 Southwest Marine Way, Stuart, Florida 34997
Parcel No. 13-39-40-000-004-00020-5

9670 SW Marine Way LLC (the "Applicant")[1] proposes to redevelop and rehabilitate the parcel of land located at 9670 Southwest Marine Way, Stuart, Florida 34997, identified by Parcel No. 13-39-40-000-004-00020-5 (the "Subject Property") with an approximately 12,000-square-foot warehouse for marine construction equipment, a 7,800 square foot office building, a 10,200-square foot boat ramp, a 49,500-square foot stormwater dry detention basin, a 17,000-square foot gravel parking area, and 58,400-square feet of green space (the "Project"). As demonstrated herein, the Project meets all five of the applicable designation criteria set forth at § 376.80(2)(c), Florida Statutes.[2] In addition, the Subject Property meets the definition of a "brownfield site" pursuant to § 376.79(4), Florida Statutes.

I. Subject Property Satisfies the Statutory Criteria for Designation

1. Agreement to Redevelop the Brownfield Site. As the first requirement for designation, Florida Statutes § 376.80(2)(c)(1) provides that "[a] person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site."

The Applicant satisfies this criterion in that it owns the Subject Property and has agreed to redevelop and rehabilitate it.[3] Accordingly, the Applicant meets this first criterion.

2. Economic Productivity. As the second requirement for designation, Florida Statutes § 376.80(2)(c) provides that "[t]he rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the rehabilitation agreement or an agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area.

The Applicant satisfies this criterion in that, first, the Project will result in significant economic productivity of the area. The budget for rehabilitation and redevelopment is approximately $9 million, which will be spent in part on local labor, contractors, consultants, construction materials, furnishings, land and infrastructure improvements, and impact fees. This work will support approximately 20 temporary construction jobs over the period of development. The construction workers will spend a percentage of their salaries with local merchants who, in turn, will reinvest locally in their respective businesses, as well as the businesses of other local merchants. The Applicant further satisfies this criterion in that approximately 30 new permanent full-time equivalent positions will be created at the Subject Property. For all the reasons discussed herein, the Applicant meets this second criterion.

3. Consistency with Local Comprehensive Plan and Permittable Use under Local Land Development Regulations. As the third requirement for designation, Florida Statutes § 376.80(2)(c)(3) provides that "[t]he redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations."

---

[1] The Applicant is affiliated with Ferreira Construction Co. Inc., which will be the Subject Property user when redevelopment is complete.

[2] A copy of § 376.80, Florida Statutes, can be found at Exhibit A to this Eligibility Statement.

[3] See Exhibit B, Warranty Deed.

The Applicant satisfies this criterion in that Parcel No. 13-39-40-000-004-00020-5 is designated as a General Agricultural District ("AG-20A") and as a Waterfront General Commercial District ("WGC") on Martin County's future land use map, which permits the Subject Property's redevelopment for marine construction equipment as described above.[4] *A WGC future land use category is intended to accommodate businesses centered around water-dependent and water-related uses like what the Applicant plans for the Subject Property.* [5] *This consistency and permitability is further evidenced by Martin County's issuance of a Revised Minor Site Plan Approval Order.*[6] *For these reasons, the Applicant meets this third criterion.*

4. Public Notice and Comment. Florida Statutes § 376.80(2)(c)(4) stipulates that "[n]otice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated, and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subsection must be posted in the affected area." Additional notice requirements pertaining to applicants other than a governmental entity can be found at Florida Statutes § 376.80(1)(c)(4)(b) and consist of publication in a newspaper of general circulation in the area, publication in ethnic newspapers or local community bulletins, and announcement at a scheduled meeting of the local governing body before the actual public hearing.

The Applicant satisfies all applicable notice and opportunity to comment requirements established by Florida Statutes §376.80(2)(c)(4) and § 376.80(1)(c)(4)(b) as follows:

(i) notice is being posted at the Subject Property;
(ii) notice is being published in The Stuart News;
(iii) notice is being published on the Stuart community bulletin section of Craigslist; and
(iv) a community meeting will be held on November 5, 2024, at the Courtyard Stuart, 7615 SW Lost River Road, Stuart, FL 34997, from 5:30 p.m. to 7:00 p.m.

All notices will substantially contain the following narrative:

> *Representatives for 9670 SW Marine Way, LLC, will hold a community meeting, on November 5, 2024, at the Courtyard Stuart, 7615 SW Lost River Road, Stuart, FL 34997, from 5:30 p.m. to 7:00 p.m., for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of land located at 9670 Southwest Marine Way, Stuart, Florida 34997, Parcel Number 13-39-40-000-004-00020-5, as a Brownfield Area. The designation is being made pursuant to Section 376.80, Florida Statutes, of Florida's Brownfield Redevelopment Act, and will involve two public hearings before the Martin County Board of County Commissioners. The community meeting will also address future development and rehabilitation activities planned for the site.*
>
> *For more information regarding the community meeting, including directions, the dates of the two public hearings, or to provide comments and suggestions regarding designation, development, or rehabilitation at any time before or after the meeting date, please contact Brett C. Brumund, who can be reached by phone at (305) 640-5300, by email at bbrumund@goldsteinenvlaw.com, and/or U.S. Mail at The Goldstein Environmental Law Firm, P.A., 2100 Ponce de Leon Blvd., Suite 710, Coral Gables, FL 33134.*

Proof of publication and posting will be provided to Martin County.

---

[4] Martin County Land Development Regulations, Arti. 3, Div. 2, Section 3.10

[5] Martin County Land Development Regulations, Art. 3, Div. 3, Sec. 3.58.2

[6] See Exhibit C for a Revised Minor Site Plan Approval Order concerning the Subject Property.

5. Reasonable Financial Assurance. As the fifth requirement for designation, Florida Statutes § 376.80(2)(c)(5) provides that "[t]he person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan."

The total capital budget of over $8.9 million for the Project may be fully funded through, but may not be limited to, any combination of the financial resources of the Applicant, its partners, as well as possible financing by major financial institutions. Based on the current financial position of the Applicant, a proven history of leveraging assets with other capital sources, an impressive track record of success, and a staff of highly experienced and sophisticated development professionals, the Applicant has provided reasonable assurance that it has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan.[7] *It therefore satisfies this fifth criterion.*

II. Subject Property Meets the Definition of Brownfield Site

Section 376.79(4), Florida Statutes, defines "brownfield site" to mean ". . . real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination." The facts here evidence that the Subject Property falls within the definition of the term "brownfield site" in that there is actual soil and groundwater contamination present that will require continued site assessment and site rehabilitation to fully delineate and address. Specifically, site assessment activities conducted at the Subject Property revealed the presence of toxaphene and arsenic-contaminated soil over the majority upland portion of the site above Florida Department of Environmental Protection ("FDEP") soil cleanup target levels as well as dieldrin and toxaphene in the groundwater in the north central portion of the site above FDEP groundwater cleanup target levels.[8] The Subject Property was historically used for agricultural purposes, including row crop cultivation and nursery use, which is likely the source of both soil and groundwater impacts. Agricultural use is commonly associated with the application of chemical pesticides and herbicides, including those containing toxaphene and dieldrin. These chemicals can accumulate in soil over time and tend to persist until removed or treated. The presence of remnant environmental contamination both from historical agricultural uses will be further evaluated and addressed by the Applicant during the redevelopment process.

As a result of the historical uses of the Subject Property, there was and is actual contamination that the Applicant must carefully manage during redevelopment at great legal and financial risk. More specifically, actual contamination at the Subject Property has complicated redevelopment efforts for the Applicant by imposing design[9] and construction[10] changes on the Project that would not be required but for the presence of contamination. The presence of actual contamination also increases the Applicant's exposure to environmental and regulatory liability with respect to the Project and makes it materially more expensive and

---

[7] See Exhibit D for a letter from the Applicant confirming that sufficient financial resources are available to cover remaining redevelopment and rehabilitation costs to ensure completion of the Project.

[8] See Exhibit E for an excerpt from the October 15, 2024, Soil Management Plan prepared for FDEP's review.

[9] The discovery of soil and groundwater contamination requires rethinking how stormwater is managed at the property and how stormwater structures, such as dry detention ponds, swales, and exfiltration trenches are built and operated. Martin County, for example, will not allow stormwater to drain through contaminated soil or into groundwater in a way that spreads an existing groundwater plume.

[10] Because soil contamination has been documented on the Subject Property, one such design change is the rethinking of how stormwater is managed at the property and how stormwater structures, such as dry detention ponds, swales, and exfiltration trenches are built and operated. This concern has become so acute that FDEP issued detailed guidance written to address this issue and help overcome the complexity posed by actual and potential contamination impacting redevelopment. The guidance document is enclosed at Exhibit F.

time consuming to move forward. Accordingly, this designation, if granted, will allow the Applicant to access limited but important state-based economic incentives to help underwrite the costs associated with managing the environmental risk as well as, generally, to put the Project on more certain financial ground. In this sense, the designation will not only play a critical role in the successful redevelopment of the Subject Property, but also in the larger revitalization efforts for this area of Martin County.

Finally, the investigation and remediation of the contamination itself adds another major level of complexity as it will require close and constant oversight by FDEP. The regulatory process associated with remediation can be lengthy, complicated, uncertain, and without guaranteed end points. Accordingly, the Applicant has no assurance that as it moves forward with the Project the total cost of cleanup will not in fact ultimately exceed what is currently projected. Such uncertainty constitutes an *acute* form of redevelopment complexity that goes to the heart of the Florida Brownfields Program and underscores why incentives are so important for sites and projects exactly like this one. Assessment, remediation, and closure will be an expensive and lengthy process that will require the Applicant to carefully manage the contamination during redevelopment, imposing great legal and financial risk to incorporate design and construction changes on the Project that would not be required but for the presence of actual contamination.

Based on all the foregoing, the Subject Property clearly falls within the definition of "brownfield site" as set forth in § 376.79(4), Florida Statutes.

III. Conclusion

The Applicant has demonstrated that the Subject Property meets the definition of a "brownfield site" and that it satisfies the five statutory criteria for designation. Accordingly, designation of the Subject Property as a Brownfield Area pursuant to § 376.80(2)(c), Florida Statutes, of Florida's Brownfield Redevelopment Act is appropriate.

Exhibit A

Select Year: 2024 Go

The 2024 Florida Statutes

Title XXVIII NATURAL RESOURCES; CONSERVATION, RECLAMATION, AND USE	Chapter 376 POLLUTANT DISCHARGE PREVENTION AND REMOVAL	View Entire Chapter

376.80 Brownfield program administration process.—

(1) The following general procedures apply to brownfield designations:

(a) The local government with jurisdiction over a proposed brownfield area shall designate such area pursuant to this section.

(b) For a brownfield area designation proposed by:

1. The jurisdictional local government, the designation criteria under paragraph (2)(a) apply, except if the local government proposes to designate as a brownfield area a specified redevelopment area as provided in paragraph (2)(b).

2. Any person, other than a governmental entity, including, but not limited to, individuals, corporations, partnerships, limited liability companies, community-based organizations, or not-for-profit corporations, the designation criteria under paragraph (2)(c) apply.

(c) Except as otherwise provided, the following provisions apply to all proposed brownfield area designations:

1. Notification to department following adoption.—A local government with jurisdiction over the brownfield area must notify the department, and, if applicable, the local pollution control program under s. 403.182, of its decision to designate a brownfield area for rehabilitation for the purposes of ss. 376.77-376.86. The notification must include a resolution adopted by the local government body. The local government shall notify the department, and, if applicable, the local pollution control program under s. 403.182, of the designation within 30 days after adoption of the resolution.

2. Resolution adoption.—The brownfield area designation must be carried out by a resolution adopted by the jurisdictional local government, which includes a map adequate to clearly delineate exactly which parcels are to be included in the brownfield area or alternatively a less-detailed map accompanied by a detailed legal description of the brownfield area. For municipalities, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 166.041, except that the procedures for the public hearings on the proposed resolution must be in the form established in s. 166.041(3)(c)2. For counties, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 125.66, except that the procedures for the public hearings on the proposed resolution must be in the form established in s. 125.66(5)(b).

3. Right to be removed from proposed brownfield area.—If a property owner within the area proposed for designation by the local government requests in writing to have his or her property removed from the proposed designation, the local government must grant the request.

4. Notice and public hearing requirements for designation of a proposed brownfield area outside a redevelopment area or by a nongovernmental entity. Compliance with the following provisions is required before designation of a proposed brownfield area under paragraph (2)(a) or paragraph (2)(c):

a. At least one of the required public hearings must be conducted as closely as is reasonably practicable to the area to be designated to provide an opportunity for public input on the size of the area, the objectives for rehabilitation, job opportunities and economic developments anticipated, neighborhood residents' considerations, and other relevant local concerns.

b. Notice of a public hearing must be made in a newspaper of general circulation in the area, must be made in ethnic newspapers or local community bulletins, must be posted in the affected area, and must be announced at a scheduled meeting of the local governing body before the actual public hearing.

(2)(a) *Local government-proposed brownfield area designation outside specified redevelopment areas.*—If a local government proposes to designate a brownfield area that is outside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area, the local government shall provide notice, adopt the resolution, and conduct public hearings pursuant to paragraph (1)(c). At a public hearing to designate the proposed brownfield area, the local government must consider:

1. Whether the brownfield area warrants economic development and has a reasonable potential for such activities;

2. Whether the proposed area to be designated represents a reasonably focused approach and is not overly large in geographic coverage;

3. Whether the area has potential to interest the private sector in participating in rehabilitation; and

4. Whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes.

(b) *Local government-proposed brownfield area designation within specified redevelopment areas.*—Paragraph (a) does not apply to a proposed brownfield area if the local government proposes to designate the brownfield area inside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area and the local government complies with paragraph (1)(c).

(c) *Brownfield area designation proposed by persons other than a governmental entity.*—For designation of a brownfield area that is proposed by a person other than the local government, the local government with jurisdiction over the proposed brownfield area shall provide notice and adopt a resolution to designate the brownfield area pursuant to paragraph (1)(c) if, at the public hearing to adopt the resolution, the person establishes all of the following:

1. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site.

2. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement does not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004 or the creation of recreational areas, conservation areas, or parks.

3. The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations.

4. Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated pursuant to paragraph (1)(c), and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subparagraph must be posted in the affected area.

5. The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the brownfield site.

(d) *Negotiation of brownfield site rehabilitation agreement.*—The designation of a brownfield area and the identification of a person responsible for brownfield site rehabilitation simply entitles the identified person to negotiate a brownfield site rehabilitation agreement with the department or approved local pollution control program.

(3) When there is a person responsible for brownfield site rehabilitation, the local government must notify the department of the identity of that person. If the agency or person who will be responsible for the coordination

changes during the approval process specified in subsections (4), (5), and (6), the department or the affected approved local pollution control program must notify the affected local government when the change occurs.

(4) Local governments or persons responsible for rehabilitation and redevelopment of brownfield areas must establish an advisory committee or use an existing advisory committee that has formally expressed its intent to address redevelopment of the specific brownfield area for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. Such advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. The person responsible for brownfield site rehabilitation must notify the advisory committee of the intent to rehabilitate and redevelop the site before executing the brownfield site rehabilitation agreement, and provide the committee with a copy of the draft plan for site rehabilitation which addresses elements required by subsection (5). This includes disclosing potential reuse of the property as well as site rehabilitation activities, if any, to be performed. The advisory committee shall review any proposed redevelopment agreements prepared pursuant to paragraph (5)(i) and provide comments, if appropriate, to the board of the local government with jurisdiction over the brownfield area. The advisory committee must receive a copy of the executed brownfield site rehabilitation agreement. When the person responsible for brownfield site rehabilitation submits a site assessment report or the technical document containing the proposed course of action following site assessment to the department or the local pollution control program for review, the person responsible for brownfield site rehabilitation must hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

(5) The person responsible for brownfield site rehabilitation must enter into a brownfield site rehabilitation agreement with the department or an approved local pollution control program if actual contamination exists at the brownfield site. The brownfield site rehabilitation agreement must include:

(a) A brownfield site rehabilitation schedule, including milestones for completion of site rehabilitation tasks and submittal of technical reports and rehabilitation plans as agreed upon by the parties to the agreement.

(b) A commitment to conduct site rehabilitation activities under the observation of professional engineers or geologists who are registered in accordance with the requirements of chapter 471 or chapter 492, respectively. Submittals provided by the person responsible for brownfield site rehabilitation must be signed and sealed by a professional engineer registered under chapter 471, or a professional geologist registered under chapter 492, certifying that the submittal and associated work comply with the law and rules of the department and those governing the profession. In addition, upon completion of the approved remedial action, the department shall require a professional engineer registered under chapter 471 or a professional geologist registered under chapter 492 to certify that the corrective action was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by the department.

(c) A commitment to conduct site rehabilitation in accordance with department quality assurance rules.

(d) A commitment to conduct site rehabilitation consistent with state, federal, and local laws and consistent with the brownfield site contamination cleanup criteria in s. 376.81, including any applicable requirements for risk-based corrective action.

(e) Timeframes for the department's review of technical reports and plans submitted in accordance with the agreement. The department shall make every effort to adhere to established agency goals for reasonable timeframes for review of such documents.

(f) A commitment to secure site access for the department or approved local pollution control program to all brownfield sites within the eligible brownfield area for activities associated with site rehabilitation.

(g) Other provisions that the person responsible for brownfield site rehabilitation and the department agree upon, that are consistent with ss. 376.77-376.86, and that will improve or enhance the brownfield site rehabilitation process.

(h) A commitment to consider appropriate pollution prevention measures and to implement those that the person responsible for brownfield site rehabilitation determines are reasonable and cost-effective, taking into

account the ultimate use or uses of the brownfield site. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include goals for the reduction of releases of toxic materials.

(i) Certification that the person responsible for brownfield site rehabilitation has consulted with the local government with jurisdiction over the brownfield area about the proposed redevelopment of the brownfield site, that the local government is in agreement with or approves the proposed redevelopment, and that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Certification shall be accomplished by referencing or providing a legally recorded or officially approved land use or site plan, a development order or approval, a building permit, or a similar official document issued by the local government that reflects the local government's approval of proposed redevelopment of the brownfield site; providing a copy of the local government resolution designating the brownfield area that contains the proposed redevelopment of the brownfield site; or providing a letter from the local government that describes the proposed redevelopment of the brownfield site and expresses the local government's agreement with or approval of the proposed redevelopment.

(6) Any contractor performing site rehabilitation program tasks must demonstrate to the department that the contractor:

(a) Meets all certification and license requirements imposed by law; and

(b) Will conduct sample collection and analyses pursuant to department rules.

(7) During the cleanup process, if the department or local program fails to complete review of a technical document within the timeframe specified in the brownfield site rehabilitation agreement, the person responsible for brownfield site rehabilitation may proceed to the next site rehabilitation task. However, the person responsible for brownfield site rehabilitation does so at its own risk and may be required by the department or local program to complete additional work on a previous task. Exceptions to this subsection include requests for "no further action," "monitoring only proposals," and feasibility studies, which must be approved prior to implementation.

(8) If the person responsible for brownfield site rehabilitation fails to comply with the brownfield site rehabilitation agreement, the department shall allow 90 days for the person responsible for brownfield site rehabilitation to return to compliance with the provision at issue or to negotiate a modification to the brownfield site rehabilitation agreement with the department for good cause shown. If an imminent hazard exists, the 90-day grace period shall not apply. If the project is not returned to compliance with the brownfield site rehabilitation agreement and a modification cannot be negotiated, the immunity provisions of s. 376.82 are revoked.

(9) The department is specifically authorized and encouraged to enter into delegation agreements with local pollution control programs approved under s. 403.182 to administer the brownfield program within their jurisdictions, thereby maximizing the integration of this process with the other local development processes needed to facilitate redevelopment of a brownfield area. When determining whether a delegation pursuant to this subsection of all or part of the brownfield program to a local pollution control program is appropriate, the department shall consider the following. The local pollution control program must:

(a) Have and maintain the administrative organization, staff, and financial and other resources to effectively and efficiently implement and enforce the statutory requirements of the delegated brownfield program; and

(b) Provide for the enforcement of the requirements of the delegated brownfield program, and for notice and a right to challenge governmental action, by appropriate administrative and judicial process, which shall be specified in the delegation.

The local pollution control program shall not be delegated authority to take action on or to make decisions regarding any brownfield site on land owned by the local government. Any delegation agreement entered into pursuant to this subsection shall contain such terms and conditions necessary to ensure the effective and efficient administration and enforcement of the statutory requirements of the brownfield program as established by the act and the relevant rules and other criteria of the department.

(10) Local governments are encouraged to use the full range of economic and tax incentives available to facilitate and promote the rehabilitation of brownfield areas, to help eliminate the public health and

environmental hazards, and to promote the creation of jobs and economic development in these previously run-down, blighted, and underutilized areas.

(11)(a) The Legislature finds and declares that:

1. Brownfield site rehabilitation and redevelopment can improve the overall health of a community and the quality of life for communities, including for individuals living in such communities.

2. The community health benefits of brownfield site rehabilitation and redevelopment should be better measured in order to achieve the legislative intent as expressed in s. 376.78.

3. There is a need in this state to define and better measure the community health benefits of brownfield site rehabilitation and redevelopment.

4. Funding sources should be established to support efforts by the state and local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, to evaluate the community health benefits of brownfield site rehabilitation and redevelopment.

(b) Local governments may and are encouraged to evaluate the community health benefits and effects of brownfield site rehabilitation and redevelopment in connection with brownfield areas located within their jurisdictions. Factors that may be evaluated and monitored before and after brownfield site rehabilitation and redevelopment include, but are not limited to:

1. Health status, disease distribution, and quality of life measures regarding populations living in or around brownfield sites that have been rehabilitated and redeveloped.

2. Access to primary and other health care or health services for persons living in or around brownfield sites that have been rehabilitated and redeveloped.

3. Any new or increased access to open, green, park, or other recreational spaces that provide recreational opportunities for individuals living in or around brownfield sites that have been rehabilitated and redeveloped.

4. Other factors described in rules adopted by the Department of Environmental Protection or the Department of Health, as applicable.

(c) The Department of Health may and is encouraged to assist local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, in evaluating the community health benefits of brownfield site rehabilitation and redevelopment.

(12) A local government that designates a brownfield area pursuant to this section is not required to use the term “brownfield area” within the name of the brownfield area designated by the local government.

History.—s. 4, ch. 97-277; s. 3, ch. 98-75; s. 11, ch. 2000-317; s. 2, ch. 2004-40; s. 44, ch. 2005-2; s. 7, ch. 2006-291; s. 5, ch. 2008-239; s. 2, ch. 2014-114; s. 11, ch. 2023-309.

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Exhibit B

Recorded in Martin County, FL 12/21/2023 12:13 PM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: $18.50Deed Tax: $7,000.00
CFN#3050755 BK 3412 PG 2363 PAGE 1 of 2

Prepared by and return to:
Robert A. Burson
Attorney at Law
Robert A. Burson, P.A.
Post Office Box 1620
Stuart, FL 34995
772-286-1616
File Number: **23-055**
Will Call No.: **CH Box 39**
Consideration: $1,000,000.00

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 15th day of **December, 2023** between **Ferreira Construction Co. Inc., a New Jersey corporation formerly known in Florida as Ferreira Construction Southern Division Co. Inc.** whose post office address is **31 Tannery Road, Branchburg, NJ 08876**, grantor, and **9670 SW Marine Way LLC, a Florida limited liability company** whose post office address is **12800 US Highway One, Suite 300, Juno Beach, FL 33408**, 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:

> **South 1/2 of the North 1/2 of Lot 4, East of Canal, Section 13, Township 39 South, Range 40 East, according to the plat of Tropical Fruit Farms, as recorded in Plat Book 3, page 6, Public Records of Palm Beach (now Martin) County, Florida**
>
> **Parcel Identification Number: 13-39-40-000-004-00020.50000**
>
> **Subject to taxes for 2023 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

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, 2023**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Copy Copy Co

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Copy

Signed, sealed and delivered in our presence:

Witness Name: Kelsey Intoppa
Witness Address :

Witness Name: Josephine L. Burson
Witness Address :

Ferreira Construction Co., Inc., a New Jersey corporation

By: _____
Nelson Ferreira, President

(Corporate Seal)

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 15 day of December, 2023 by Nelson Ferreira, President of Ferreira Construction Co., Inc., a New Jersey corporation, on behalf of the corporation. He [X] is personally known to me or [ ] has produced _____ as identification.

[Notary Seal]

JOSEPHINE L. BURSON
MY COMMISSION # HH 069020
EXPIRES: May 9, 2025
Bonded Thru Notary Public Underwriters

Notary Public

Printed Name: Josephine L. Burson

My Commission Expires: 5-9-2025

DoubleTime®

Exhibit C

MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS
2401 S.E. MONTEREY ROAD • STUART, FL 34996

DOUG SMITH	Commissioner, District 1	**DON G. DONALDSON, P.E.**	County Administrator
STACEY HETHERINGTON	Commissioner, District 2	**SARAH W. WOODS**	County Attorney
HAROLD E. JENKINS II	Commissioner, District 3		
SARAH HEARD	Commissioner, District 4	**TELEPHONE**	(772) 288-5400
EDWARD V. CIAMPI	Commissioner, District 5	**WEBSITE**	www.martin.fl.us

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September 22, 2023

Melissa Corbett, P.E. *via Electronic Mail*
The MilCor Group, Inc.
10975 S. Federal Highway
Hobe Sound, FL 33455

Project No.: R060-018
Record No.: DEV2022080004
Project Name: Ferreira Marine Way Revised Minor Final Site Plan
Re: Post-Approval Completion

Dear Ms. Corbett:

Congratulations! The Martin County Growth Management Department has found the Post-Approval packet for this project to be complete. In order to schedule your Pre-Construction Meeting, a Pre-Construction Meeting Request Form needs to be submitted to the Martin County Engineering (Public Works) Department at least five (5) business days prior to scheduling the meeting for the above-mentioned project. All changes/updates to the information provided are the responsibility of the Engineer of Record to notify the Martin County Public Works Department.

The Pre-Construction Meeting Request Form can be found on www.martin.fl.us by searching "Pre-Construction Meeting" and clicking on "Construction Phase of Project." Please have the Engineer of Record contact Carol Higgins with the Martin County Public Works Department at (772) 288-5462 to schedule the Pre-Construction Meeting.

Enclosed please find the following items:

- Recorded Development Order
- Receipts for site compliance fees, advertising costs, and recording costs

If you have any questions, please contact me at bcounsel@martin.fl.us or (772) 288-5500.

Sincerely,

Barbara Counsellor

Barbara Counsellor, Senior Planner
Project Coordinator

BC/ld

Enclosures

Copy: Dictino Garcia (via e-mail)

Exhibit D

FERREIRA

9670 SW Marine Way LLC
12800 Us Highway One
Suite 300
Juno Beach, Fl 33408

October 24, 2024

Mr. Don Donaldson, County Administrator
Martin County Board of County Commissioners
2401 SW Monterey Road
Stuart, FL 34996

Re: Demonstration of Reasonable Financial Assurances in Connection with Application for Brownfield Area Designation for 9670 SW Marine Way LLC

Dear Mr. Donaldson:

This letter is being submitted in connection with the pending brownfield area designation request for 9670 SW Marine Way, LLC (the "Company") that is being filed with Martin County (the "County") by The Goldstein Environmental Law Firm, P.A. The purpose of this letter is to provide reasonable assurance that the Company has sufficient financial resources to implement the rehabilitation and redevelopment plan (the "Project") for the property identified by County parcel number 13-39-40-000-004-00020-5 (the "Subject Property"). Accordingly, please note the following:

- The Company acquired the Subject Property and owns the fee outright.
- The Company is adequately capitalized and has sufficient liquidity or access to financing to fund the expected $8.9 million cost to rehabilitate and redevelop the Subject Property.
- The Company and its affiliates have significant experience developing, constructing, and managing mixed-use projects, including the Project's first phase, and has cultivated relationships with financial institutions necessary to raise additional capital as needed.

In addition, in my capacity as Senior Vice President for the Company and based upon my personal knowledge, I certify that the Company has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan at the Subject Property as referenced above.

Thank you in advance for your continuing assistance with this matter and for the County's support for this important project.

Sincerely,

Dictinio Garcia
Senior Vice President

Exhibit E

SOIL MANAGEMENT PLAN

Ferreira Marine Way Site (ERIC_11407)
9670 SW Marine Way
Stuart, Florida 34997

Prepared for:

Florida Department of Environmental Protection
Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, Florida 33406

On behalf of:

Ferreira Construction
31 Tannery Road
Branchburg, New Jersey 08876

Prepared By:

Langan Engineering and Environmental Services, LLC
525 Okeechobee Boulevard, Suite 910
West Palm Beach, Florida 33401
FBPE Registry No. 00006601

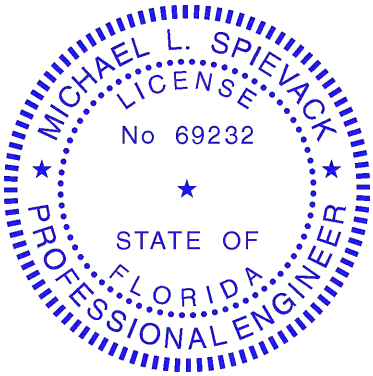
Tyler Smith, PE
Senior Staff Engineer

Michael Spievack, PE
Senior Project Manager

15 October 2024
341016601

LANGAN

I, Michael Spievack, P.E. #69232, certify that I currently hold an active license in the State of Florida and am competent through education or experience to provide the engineering service contained in this Soil Management Plan. I further certify that in my professional judgment, this report meets the requirements of Chapter 62-780, Florida Administrative Code, and was prepared by me or under my responsible charge. Moreover, I certify that Langan Engineering and Environmental Services, LLC holds an FBPE Registry No. 00006601 to provide the engineering service.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MICHAEL L. SPIEVACK, P.E. ON 10/15/2024.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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APPENDICES

Appendix A Development Plans
Appendix B Geotechnical Reports
Appendix C Historical Soil and Groundwater Analytical Data

1.0 INTRODUCTION

On behalf of Ferreira Construction (the Owner), Langan Engineering and Environmental Services, LLC provides this Soil Management Plan (SMP) to the Florida Department of Environmental Protection (FDEP) for the Ferreira Marine Way project at 9670 SW Marine Way near Stuart, Florida (the site). The site is identified by the FDEP as ERIC_11407.

The purpose of this SMP is to facilitate the permit approval process for site development and to provide protocols for the proper characterization, management, and relocation of excavated contaminated soil during development in support of No Further Action with Conditions (NFAC) closure, pursuant to Subsection 62-780.680(II), Florida Administrative Code (FAC), including a restriction on groundwater use and construction of engineering controls (i.e., concrete and asphalt paving, two feet of clean fill, and a concrete bulkhead) to restrict direct contact with soil above the Direct Exposure Commercial/Industrial (DEC/I) Soil Cleanup Target Level (SCTL) or to prevent soil containing contaminant concentrations exceeding the Leachability Based on Groundwater Criteria (LBGC) SCTL from leaching into the groundwater or surface water. This SMP was prepared in accordance with FDEP's *Guidance for Preparation of Soil Management Plans*, dated May 2022.

1.1 Site and Vicinity Description

The approximately 7.75-acre site, identified by the Martin County Property Appraiser as parcel 13-39-40-000-004-00020-5, is in an agricultural, commercial, and industrial area near the City of Stuart and in unincorporated Martin County, Florida. The site is bound by Southwest 96th Street to the north and the St. Lucie Canal to the west and is approximately 1.2 miles west of the intersection of Southwest Kanner Highway and Pratt Whitney Road. A United States Geological Survey (USGS) Site Location Map is included as **Figure 1.**

1.2 Project Description

According to information provided by the Owner, the proposed development will consist of an approximately 7,900-square-foot, one-story office building, an approximately 12,000-square-foot warehouse, a boat ramp, parking lots, a gravel lot, and landscaped areas. A bulkhead will also be installed adjoining the St. Lucie River.

The site will also be improved with a stormwater management system, which will consist of interconnected solid piping and catch basins across the site that convey stormwater to a dry detention basin on the southern boundary. A copy of the site development plan is included in **Appendix A**. The proposed project layout and features are shown on **Figure 2**.

1.3 Human and Ecological Receptors

Potential human receptors include the workers at the facility. Human exposure to groundwater is negligible because the groundwater at the site is not and will not be used for drinking water or irrigation.

According to the National Wetlands Inventory mapper, there are no existing ponds or wetlands on-site; however, St. Lucie Canal, an approximate 1503-acre riverine, adjoins the site to the west.

1.4 Physical Setting

This section includes a brief overview of the topographic, geological, and hydrogeological conditions. This information is provided to predict pathways and direction of potential contaminant migration.

1.4.1 Topography

Based on available data, the average elevation of the site is approximately +20 feet National American Vertical Datum of 1988 (NAVD). The site is generally flat, except for the western portion, which slopes toward St. Lucie Canal.

1.4.2 Geology

According to a *Geotechnical Services Report*, dated 29 July 2005, and *Geotechnical Engineering Report*, dated 23 October 2014, both prepared by Dunkelberger Engineering & Testing, Inc. (Dunkelberger), a division of Terracon, the subsurface consists of a surficial layer of white and orange to brown fine to medium sand with root or shell fragments to three feet below land surface (bls), underlain by gray to brown clayey fine to medium sand extending to depths up to seven feet bls. Below, a layer of brown to light gray silty fine sand with shell fragments was reported, which extended to the boring termination at depths up to 30 feet bls. **Appendix B** contains a copy of the geotechnical reports prepared by Dunkelberger.

1.4.3 Hydrology

Based on a *Groundwater Monitoring Report*, dated 31 July 2024, prepared by Kimley-Horn and Associates, Inc (KHA), the overall groundwater flow was reported to the northwest, and the groundwater table was reported between elevation +12.83 and +13.63 feet NAVD, which varies from 5.82 to 6.98 feet bls.

2.0 BACKGROUND

Based on a review of FDEP online public records and information provided by the Owner, we understand the site was agricultural land for approximately 60 years until 1986. Subsequently, the site operated as a tugboat maintenance facility until purchased by GEMBLA, LLC in 2005. In 2023, the site was purchased by the Owner.

2.1 Historical Environmental Assessments

A review of FDEP online public records indicated that KHA completed environmental assessments at the site since at least 2005.

In August 2006, a combined *Site Assessment Report* and *Remedial Action Plan*, prepared by KHA, was submitted to the FDEP. Soil sampling identified toxaphene, an organochlorine pesticide, above the DEC/I or LBGC SCTL and arsenic above the Direct Exposure Residential (DER) SCTL. The toxaphene impacts exceeding the DEC/I or LBGC SCTL were generally delineated to the surficial soil (upper two feet) across the site. At the time, no impacts were identified in groundwater samples above the Groundwater Cleanup Target Levels (GCTL). Although the report

included recommendations to remove impacted soil, no documentation was identified in FDEP records indicating the recommendations in the *Remedial Action Plan* were implemented.

In September 2008, KHA initiated semi-annual groundwater monitoring, with the groundwater samples collected being analyzed for toxaphene. In March 2009, dieldrin, also an organochlorine pesticide, was added to the groundwater monitoring plan.

On 23 October 2014, an *Interim Source Removal Plan* was submitted to the FDEP by KHA. The *Interim Source Removal Plan* recommended soil excavations as part of a proposed development of the site as a marina, including 7,300 cubic yards (CY) of contaminated soil from the marina basin and a proposed dry retention area; 470 CY of contaminated soil from proposed exfiltration trenches; 75 CY of contaminated soil around monitoring well MW-106; and 21,100 CY of soil with no documented contamination from the marina basin and proposed dry retention area.

The FDEP approved the *Interim Source Removal Plan* in correspondence dated 5 November 2014. However, due to the change in ownership and proposed site use, the *Interim Source Removal Plan* was not implemented until April 2019, when only 75 CY of soil surrounding MW-106 were excavated. KHA submitted a *Source Removal Report*, dated 30 July 2019, which was approved by the FDEP in correspondence dated 12 September 2019.

Semi-annual groundwater monitoring for toxaphene and dieldrin has continued through July 2024.

A Site Map is included as **Figure 3**. Historical analytical tables are provided in **Appendix C**.

3.0 SOIL MANAGEMENT PLAN

According to *Engineering Plans and Specifications for Ferreira Marine Way*, dated 28 August 2023, prepared by The Milcor Group, Inc., a Division of Haley Ward, the existing grade elevation on the eastern portion of the site ranges between +19.0 feet NAVD and +20.3 feet NAVD, and the western portion of the site is roughly at elevation +20.0 ft NAVD, but slopes to approximately +12.0 NAVD at the bank of the St. Lucie Canal.

The minimum finished floor elevation (FFE) of the proposed one-story office building and one-story warehouse are +24.53 feet NAVD and 24.03 feet NAVD, respectively. The final grade of the parking areas and sidewalks ranges from approximately +20 to +24 ft NAVD, and the landscaped areas range from approximately +20.5 to +23 ft NAVD. As such, development will generally raise the site elevation up to 4.5 feet above the existing grade. However, excavations will be required to install utilities, a bulkhead, the stormwater drainage system, and dry retention basins, which extend to depths up to +10.50 ft NAVD. Limited excavations will also be required to install the two-foot-thick soil cap within the landscaped areas. Excavations extending deeper than +10.5 ft NAVD are limited, but necessary to construct the boat ramp on the southwestern portion of the site, which extends to +0.53 feet NAVD.

Based on the information provided by the owner, we estimate 18,100 CY of soil to be needed to raise the grade of the building pads, parking lot, sidewalks, and proposed gravel area.

The site will be subject to institutional controls restricting the site to commercial/industrial use and engineering controls to prevent human exposure to soil with contaminant concentrations above the DEC/I SCTL or to prevent soil containing concentrations of contaminants above the LBGC SCTL from leaching into the groundwater. These engineering controls may be impervious surfaces (building pads, concrete, and asphalt) or permeable surfaces consisting of a two-foot-thick soil cap. Additionally, a bulkhead will be installed on the western portion of the site to potentially reduce the migration of groundwater impacts off-site into the St. Lucie Canal.

3.1 Relocation of Surficial Soil (from Upper Two Feet)

The surficial soil (upper two feet) across the site is generally impacted with toxaphene at concentrations exceeding the LBGC or DEC/I SCTL. As such, excavated soil in the upper two feet during development will only be reused under an impervious surface (e.g., concrete or asphalt) and above the known high groundwater table elevation. If soil with toxaphene concentrations exceeding the LBGC SCTL cannot be capped in place with an impervious surface, the soil should be excavated to the water table and relocated on-site under an impervious surface above the known high groundwater table elevation or disposed of off-site. The extent of the soil impacts within the upper two feet is shown on **Figure 4**.

We estimate 16,700 CY of soil will be needed to raise the grade beneath the building pads, asphalt parking lot, and concrete sidewalks, and approximately 3,200 CY of surficial soil is anticipated to be generated during development. As such, surficial soil generated for the installation of the two-foot-thick soil cap within the landscaped areas (1,100 CY), installation of stormwater management system and dry retention basin (1,400 CY), construction of the boat ramp and bulkhead (700 CY), and any other surficial soil generated during development (e.g., water, sewer, power, and communication utilities) could be reused beneath the building pads or other impermeable surfaces (asphalt parking lot, sidewalks, and thoroughfares), provided the soil is geotechnically suitable, as determined by the geotechnical engineer of record or others. Relocated soil must only be reused above the known high groundwater table. The anticipated excavation areas and proposed building pad for the relocated soil are shown on **Figure 4**.

Should soil not be deemed acceptable for reuse or excess soil remains after development, the soil shall be exported in accordance with Section 3.6 below.

3.2 Relocation of Soil from Below Two Feet

Soil with contaminant concentrations below the LBGC and DEC/I SCTL can be reused anywhere on-site, including as a permeable engineering cover. The soil generated below the surficial soil (upper two feet) is generally free of contaminant concentrations exceeding the LBGC or DEC/I SCTL, except for the areas identified on **Figure 5**. As such, the soil generated below two feet bls and outside of the impacted areas, can be reused anywhere on-site including as a permeable

engineering cover. The impacted soil can be reused on-site but must be placed under an impervious surface (e.g., concrete or asphalt) and above the known high groundwater table. The extent of soil impacts below the surficial soil to the approximate groundwater table (six feet bls) are shown on **Figure 5**.

As mentioned above, we estimate 16,700 CY of soil will be needed to raise the building pads, asphalt parking lot, and concrete sidewalks, and approximately 4,500 CY of soil is anticipated to be generated below two feet bls. Soil generated below two feet bls for the construction of the boat ramp (2,700 CY) and dry detention basin (1,000 CY), and installation of the stormwater management system (800 CY), may also be reused beneath the building pads or other impermeable surfaces (e.g., parking lots and sidewalks).

Additionally, approximately 1,400 CY of soil will be needed to grade the gravel lot. Soil with contaminant concentrations below the LBGC and DEC/I SCTL may be reused to raise the gravel lot, which is anticipated to consist of four inches of gravel underlain with a minimum 12-inch-thick aggregate base. The anticipated excavation areas and proposed building pad for the relocated soil are shown on **Figure 5**.

If soil with concentrations below the LBGC or DEC/I SCTL is proposed to be reused as part of the two-foot-thick soil cap, the soil shall be sampled in accordance with a FDEP Whitepaper *Stockpile Sampling for Soil Reuse at a Site*, dated December 2020. Should soil not be deemed acceptable for reuse or excess soil remain after development, the soil shall be exported in accordance with Section 3.6 below.

3.3 Grubbed, Organic or Silty Material

The upper six inches of soil contains vegetation, including grass, weeds, shrubs, etc. Before development, the site will be cleared and grubbed (i.e., removing the upper six inches of soil and vegetation). The grubbed material should be stockpiled separately because it contains vegetation, which may cause the material to be geotechnically unsuitable for reuse beneath a structural site feature, as determined by the geotechnical engineer of record or others. However, the material may be reused in landscaped areas if contaminant concentrations are below the LBGC and DEC/I SCTL. Should the material not be deemed acceptable for reuse, the material shall be exported in accordance with Section 3.6 below.

3.4 Soil Blending

The surficial soil generally contains contaminant concentrations exceeding the LBGC or DEC/I SCTL; therefore, soil blending may be completed to address the surficial soil impacts across the site. If utilized, soil blending will be completed with an RM3000 Rotary Mixer (or equivalent) in accordance with FDEP's *Guidance for Soil Reuse Involving Soil Blending Activities at Chapter 62-780, F.A.C., Sites*, dated May 2022. To verify the soil has been sufficiently blended and that the resulting soil meets applicable cleanup target levels, confirmation soil sampling shall be collected in accordance with FDEP's *Guidance for Soil Reuse Involving Soil Blending Activities at Chapter 62-780, F.A.C., Sites*, dated May 2022. If post-blend

ing confirmation samples indicate blending did not reduce contaminant concentrations below the LBGC and DEC/I SCTL, the soil will be evaluated for potential reuse under an impervious surface or additional imported, clean fill will be added, and the soil will be re-blended and re-sampled.

3.5 Imported Material

As discussed above, site elevation will be raised up to 4.5 feet during development; as such, imported clean material is required to raise the overall grade of the site. Additionally, we anticipate that at least 10 inches of crushed limestone (or similar) base material will be used as a geotechnically stable layer directly under the concrete building pad, asphalt, and concrete paved areas. Therefore, we estimate at least 6,700 CY of crushed limestone (or equivalent) will be used under the building pad, parking areas, sidewalks, and thoroughfares. We note these estimates do not consider the fill material, washed, crushed stone (typically Number 57 stone) to be imported to the site to backfill around subsurface utilities (e.g., drainage, water, and sewer pipes).

The clean material should be imported from a quarry; however, the contractor, with approval from the Owner, may select a different source for the imported fill due to economic reasons or other considerations. Should this option be chosen, Langan will evaluate the source of imported material and confirm the material meets the clean fill criteria via laboratory analytical testing (the parameters to be analyzed will depend on the source of the fill material).

All imported fill truck tickets must be provided to Langan to be submitted to the FDEP as part of an SMP Implementation Report in accordance with Chapter 62-780, FAC.

3.6 Exported Material

All excavated material is anticipated to be reused on-site and not exported. Although not anticipated, if required, unsuitable excess soil must be transported to a Class I landfill. The transportation and disposal of exported impacted material must be documented with a manifest and trucking receipt. The transport of contaminated soil must be performed by a FDEP-licensed waste hauler. Loaded transport vehicles leaving the site will be appropriately lined, securely covered, cleaned, manifested, and placarded in accordance with appropriate local, state, and federal requirements, including Florida Department of Transportation (FDOT) regulations and Martin County ordinances.

3.7 Soil Handling

The contractor will follow the general procedures outlined below for handling soil during soil management activities.

- The contractor, when necessary, will temporarily stockpile excavated soil on-site until the soil can be relocated. The relocation of soil will be concurrent with development. Soil may not be stockpiled for more than 90 days, pursuant to Subsection 62-780.525(7).

- All soil generated on-site must be stockpiled on and covered with Visqueen (e.g., three-mil polyvinyl liner) and bermed to prevent rainwater from eroding soil into unlined areas.
- Soil movement shall be documented and tracked on-site by the contractor. Documentation will include GPS or surveyed coordinates of the origin and destination of the excavated material, the elevations of the destination area before and after the placement of the clean or impacted soil, the depth of reuse, and the type and thickness of the cover material.

4.0 ENGINEERING CONTROLS

The Owner has elected to pursue NFAC closure; therefore, the site will be subjected to institutional controls restricting the site to commercial/industrial use only and restricting the use of the groundwater within the site boundaries. Engineering controls must be installed for soils exceeding the DEC/I or LBGC SCTL to prevent direct exposure or prevent leaching of contaminants from soil into the groundwater or surface water. The material below the LBGC and DEC/I SCTL may be reused anywhere on-site, including as a permeable engineering cover. Material exceeding the LBGC SCTL or DEC/I SCTL may only be reused under an impervious surface or a permeable engineering control (DEC/I SCTL exceedances only), and above the known high groundwater table.

Additionally, the Owner is installing a bulkhead along the St. Lucie Canal on the western portion of the site. The bulkhead will be considered an engineering control and will act as a cut-off wall to potentially reduce the migration of groundwater impacts off-site into the St. Lucie Canal.

Following development, the site will predominantly consist of impervious surfaces (building pads, sidewalks, and asphalt parking areas). The remainder of the site (e.g., landscaped areas and gravel lot) will be capped with a two-foot-thick soil cap. The impervious surfaces and soil cap will serve as engineering controls to prevent human exposure to the soil.

5.0 NOTIFICATION AND REPORTING

Contractors working at the site will be notified of the requirements of this SMP. Langan will notify the FDEP at least three days before beginning earthwork activities. Langan personnel will monitor soil management activities (daily, weekly, or less frequently), depending on construction phasing and scheduling, and observe construction activities for compliance with the SMP. The oversight visits are required to verify that the SMP was appropriately implemented. Observation reports will be prepared to document soil management activities after each site visit. The reports will include the following information:

- Date,
- Weather conditions,
- Earthwork progress,
- Site activities associated with soil management, and
- Photographic documentation and site sketches, as necessary.

Langan will prepare an SMP Implementation Report for the FDEP's review at the completion of earthwork activities and construction to summarize all soil management,

track soil movement, and engineering controls implementation. When the SMP activities are complete, Langan will submit a report documenting the soil relocation, imported material type and quantity, trucking tickets and disposal manifests, placement of material in temporary stockpiles and GPS coordinates, final placement of reused material, and actions taken for controlling nuisance and dust, if such actions are required.

6.0 SOIL EROSION AND DUST CONTROL

Site erosion and sediment control will be conducted in accordance with the Soil Erosion and Sediment Control Plan (SESCP) described in Sheet 3 of *Engineering Plans and Specifications for Ferreira Marine Way*, dated 28 August 2023. The SESCP provides locations and details for the proposed floating turbidity barrier, silt fencing, entrance, and egress for the site during construction activities. The SESCP is included in **Appendix A**.

During development, the contractor shall provide proper and efficient measures to prevent construction activities from producing fugitive dust in amounts that are harmful to persons and animals, damaging to property, hazardous to vehicular traffic, or cause a nuisance to persons living nearby or occupying buildings in the vicinity of the limits of work. Dust control measures may include, but are not limited to, utilizing water trucks and covering stockpiles with polyvinyl liner, should be implemented to prevent windblown or construction-generated dust in accordance with the SESCP, Stormwater Pollution Prevention Plan (SWPPP), and applicable specifications.

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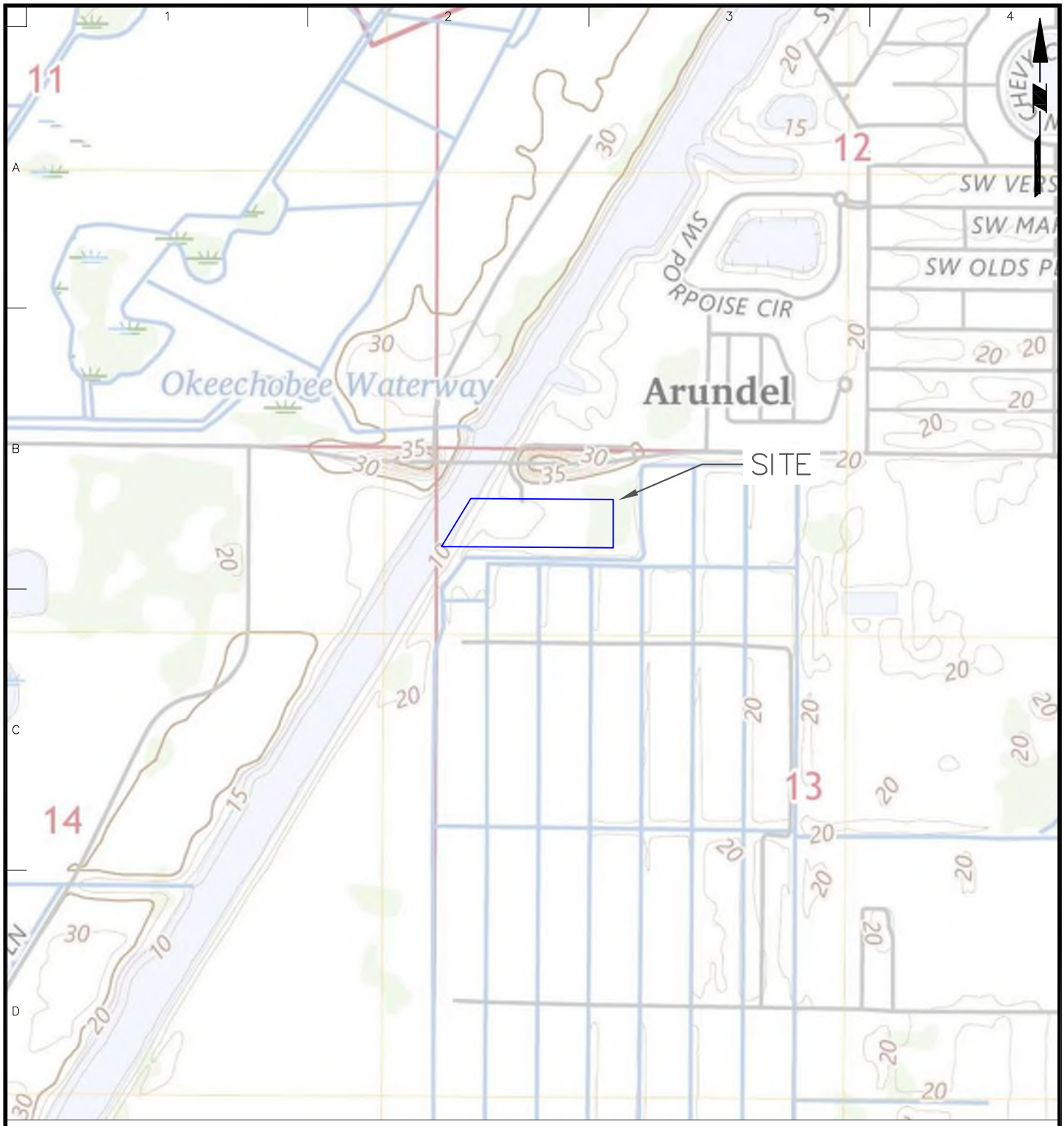
FIGURES



LEGEND

PROPERTY BOUNDARY

1000 0 500 1000

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NOTES

1. BASEMAP IS UNITED STATES GEOLOGICAL SURVEY (USGS) 7.5–MINUTE TOPOGRAPHIC MAP, INDIANTOWN SOUTHEAST, FLORIDA, DATED 2024

LANGAN Langan Engineering and Environmental Services, LLC 525 Okeechobee Boulevard, Suite 910 West Palm Beach, FL 33401 T: 561.473.8300 F: 561.473.8350 www.langan.com FBPE Registry No. 00006601/LB8172/LB8198	Project FERREIRA CONSTRUCTION 9670 SW MARINE WAY STUART MARTIN COUNTY FLORIDA	Drawing Title USGS SITE LOCATION MAP	Project No. 341016601 Date OCTOBER 2024 Drawn By SS/TS Checked By MSp	1

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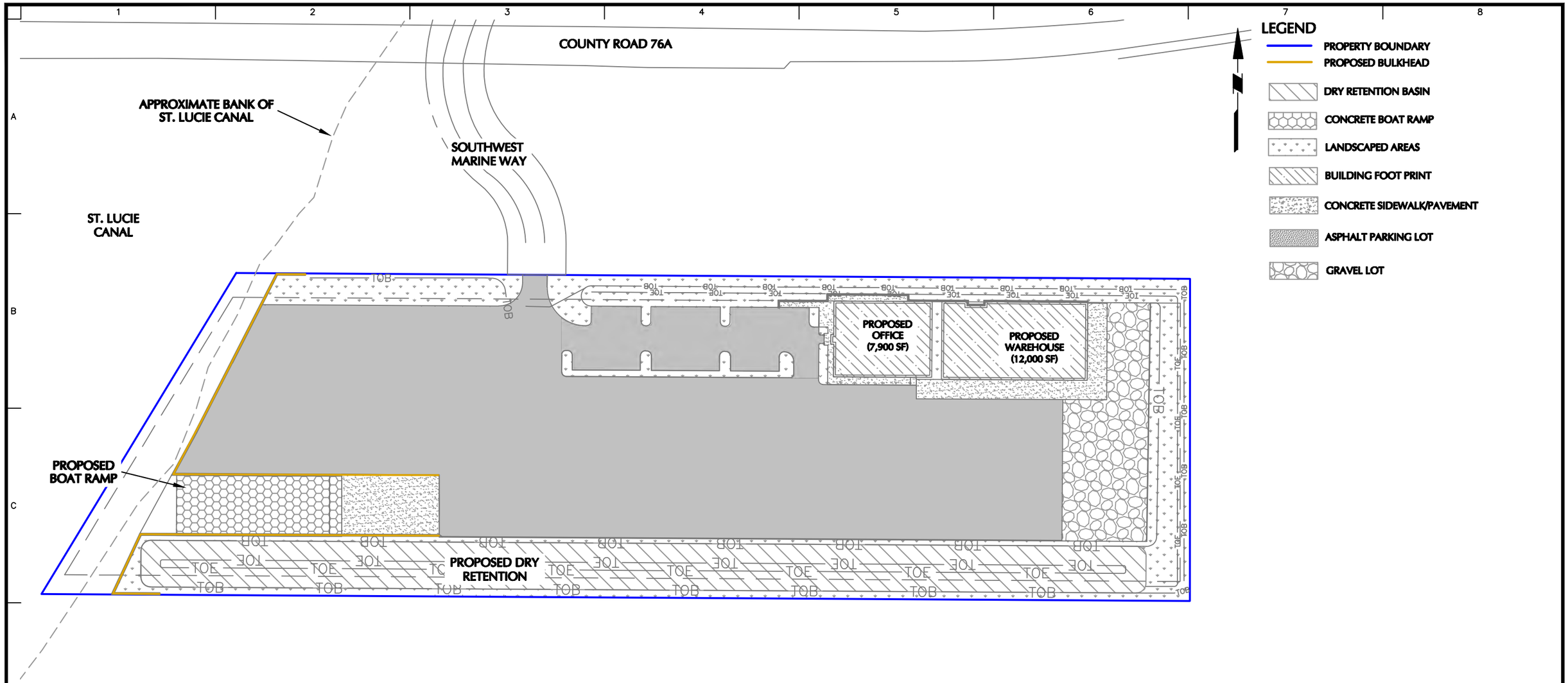

NOTES

1. THE PROPOSED SITE PLAN PROVIDED BY FERREIRA CONSTRUCTION CO. INC. ON 16 SEPTEMBER 2024, IS SHOWN.
2. ALL LOCATIONS ARE APPROXIMATE.
3. SF = SQUARE FEET

100 0 50 100
SCALE IN FEET

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FBPE Registry No. 00006601/LB8172/LB8198

Project	Drawing Title	Project No.	Drawing No.
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		Date OCTOBER 2024	
		Drawn By SS/TS	
		Checked By MSp	

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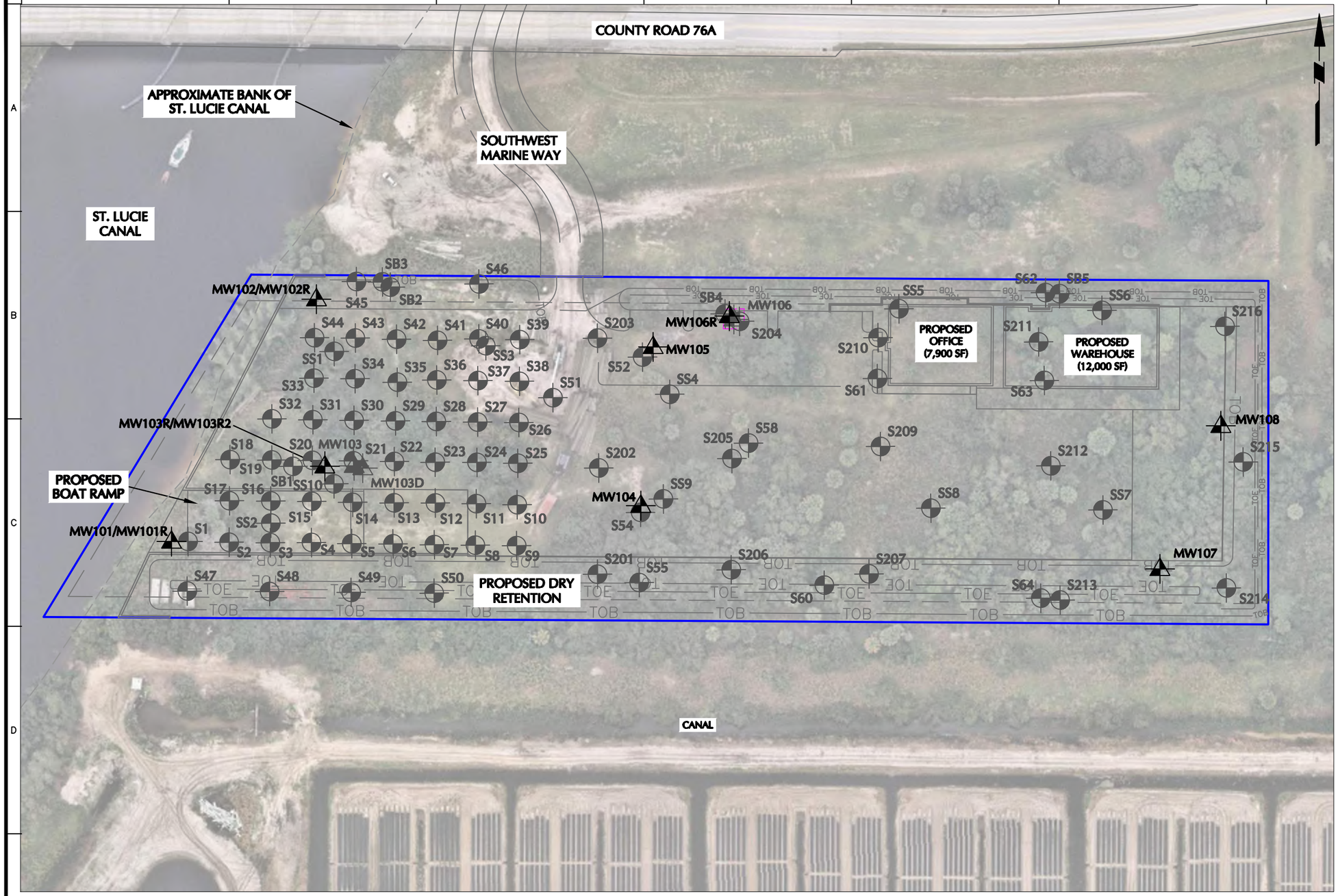

LEGEND

- PROPERTY BOUNDARY
- HISTORIC SOIL BORING LOCATION
- MONITORING WELL LOCATION
- ABANDONED MONITORING WELL LOCATION
- SOURCE REMOVAL AREA (APRIL 2019)

NOTES

1. THE PROPOSED SITE PLAN PROVIDED BY FERREIRA CONSTRUCTION CO. INC. ON 16 SEPTEMBER 2024, IS SHOWN.
2. BASEMAP AERIAL FROM NEARMAP DATED 6 NOVEMBER 2023.
3. SOIL BORING AND MONITORING WELL LOCATIONS ARE BASED ON HISTORICAL ENVIRONMENTAL REPORTS PREPARED BY KIMLEY-HORN AND ASSOCIATES, INC.
4. ALL LOCATIONS ARE APPROXIMATE.
5. SF = SQUARE FEET

100 0 50 100
SCALE IN FEET

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Project	Drawing Title	Project No.	Drawing No.
FERREIRA CONSTRUCTION 9670 SW MARINE WAY MARTIN COUNTY FLORIDA	SITE MAP	341016601	3
		Date OCTOBER 2024	
		Drawn By SS/TS	
		Checked By MSp	

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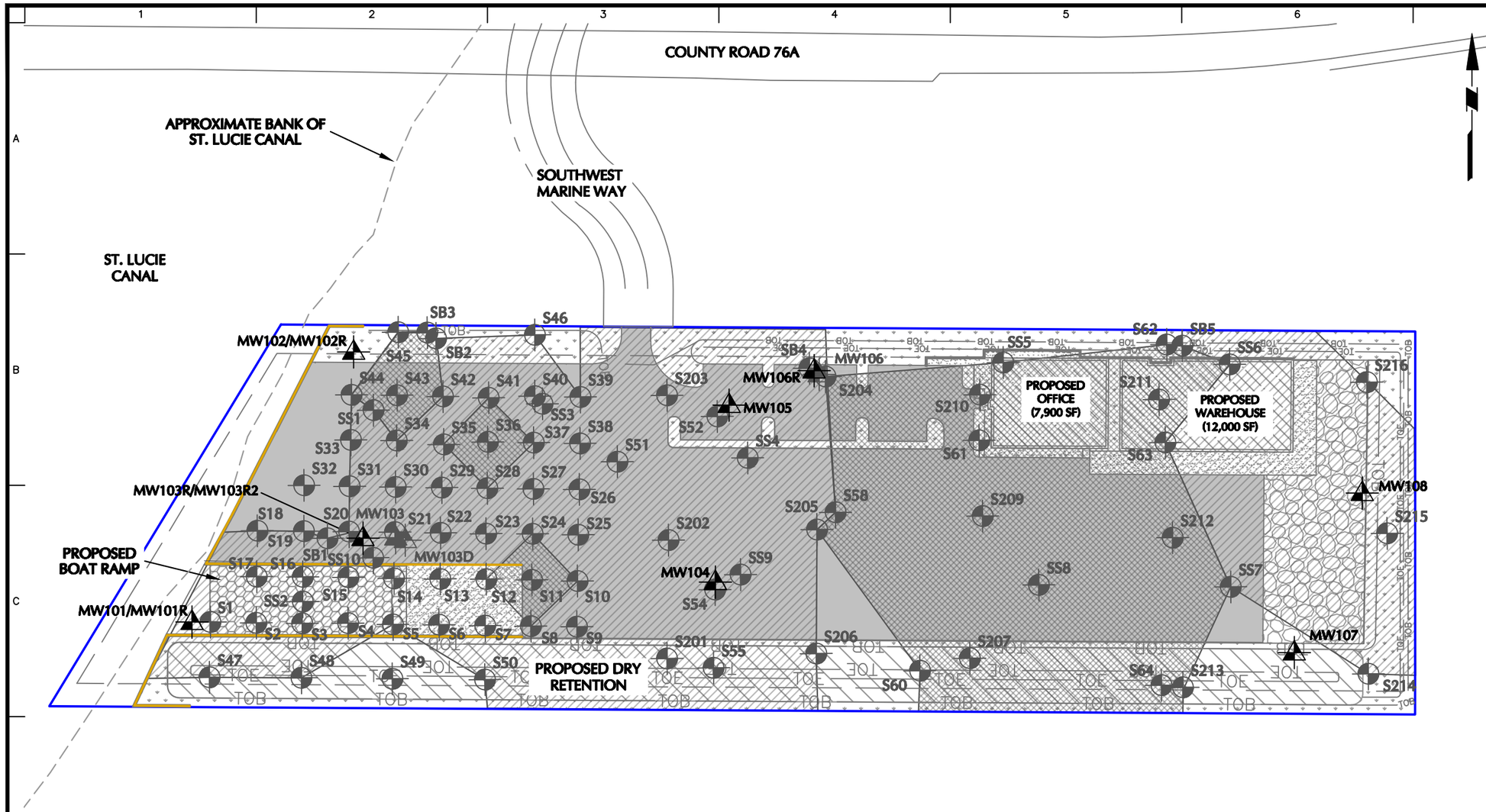

LEGEND

- PROPERTY BOUNDARY
- PROPOSED BULKHEAD
- HISTORIC SOIL BORING LOCATION
- MONITORING WELL LOCATION
- ABANDONED MONITORING WELL LOCATION
- CONTAMINANT CONCENTRATIONS EXCEEDING DEC/I SCTL
- CONTAMINANT CONCENTRATIONS EXCEEDING LBGC AND DEC/I SCTL
- DRY RETENTION BASIN (EXCAVATION REQUIRED TO DEPTHS UP TO +16.53 FT NAVD)
- CONCRETE BOAT RAMP (EXCAVATION REQUIRED TO DEPTHS UP TO +0.53 FT NAVD)
- LANDSCAPED AREAS (LIMITED EXCAVATION ANTICIPATED*)
- BUILDING FOOT PRINT (PROPOSED RELOCATION AREA FOR EXCAVATED SOIL)
- CONCRETE SIDEWALK/PAVEMENT (PROPOSED RELOCATION AREA FOR EXCAVATED SOIL)
- ASPHALT PARKING LOT (PROPOSED RELOCATION AREA FOR EXCAVATED SOIL)
- GRAVEL LOT (PROPOSED RELOCATION AREA FOR EXCAVATED SOIL - ONLY SOIL WITH CONCENTRATIONS BELOW DEC/I AND LBGC SCTL)

NOTES

1. THE PROPOSED SITE PLAN PROVIDED BY FERREIRA CONSTRUCTION CO. INC. ON 16 SEPTEMBER 2024, IS SHOWN.
2. SOIL BORING AND MONITORING WELL LOCATIONS ARE BASED ON HISTORICAL ENVIRONMENTAL REPORTS PREPARED BY KIMLEY-HORN AND ASSOCIATES, INC.
3. ALL LOCATIONS ARE APPROXIMATE.
4. BLS = BELOW LAND SURFACE
5. NAVD = NATIONAL AMERICAN VERTICAL DATUM OF 1988
6. SF = SQUARE FEET
7. SCTL = SOIL CLEANUP TARGET LEVEL, AS PROMULGATED IN CHAPTER 62-777, FLORIDA ADMINISTRATIVE CODE
8. DEC/I SCTL = DIRECT EXPOSURE COMMERICIAL/INDUSTRIAL SCTL
9. LBGC = LEACHABILITY BASED ON GROUNDWATER CRITERIA SCTL
10. * = MOST OF THE SITE IS BEING RAISED BETWEEN 1.5 AND 4.5 FEET; THEREFORE, MINIMAL EXCAVATIONS WILL BE NEEDED TO INSTALL THE TWO-FOOT-THICK SOIL CAP
11. EXCAVATIONS FOR THE STORMWATER DRAINAGE SYSTEM AND UTILITIES ARE NOT SHOWN, WHICH EXTEND UP TO +10.5 FT NAVD.

100 0 50 100
SCALE IN FEET

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FBPE Registry No. 00006601/LB8172/LB8198

Project	Drawing Title	Project No.	Drawing No.
FERREIRA CONSTRUCTION 9670 SW MARINE WAY MARTIN COUNTY FLORIDA	SOIL MANAGEMENT PLAN - SURFACE TO TWO FEET BLS	341016601	4
		Date: OCTOBER 2024	
		Drawn By: SS/TS	
		Checked By: MSp	

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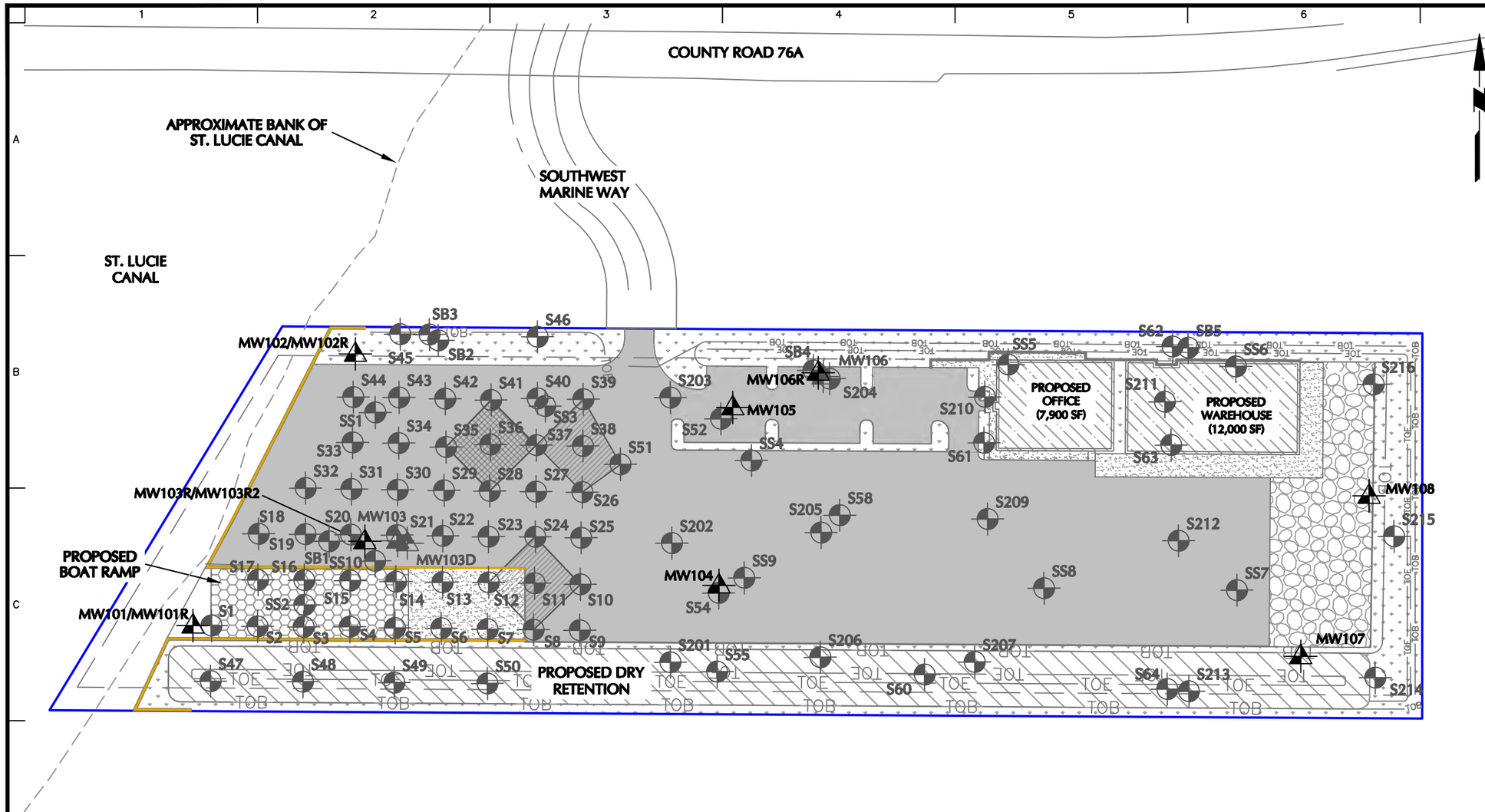

LEGEND

- PROPERTY BOUNDARY
- PROPOSED BULKHEAD
- HISTORIC SOIL BORING LOCATION
- MONITORING WELL LOCATION
- ABANDONED MONITORING WELL LOCATION
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- CONCRETE BOAT RAMP (EXCAVATION REQUIRED TO DEPTHS UP TO +0.53 FT NAVD)
- LANDSCAPED AREAS (LIMITED EXCAVATION ANTICIPATED*)
- BUILDING FOOT PRINT (PROPOSED RELOCATION AREA FOR EXCAVATED SOIL)
- CONCRETE SIDEWALK/PAVEMENT (PROPOSED RELOCATION AREA FOR EXCAVATED SOIL)
- ASPHALT PARKING LOT (PROPOSED RELOCATION AREA FOR EXCAVATED SOIL)
- GRAVEL LOT (PROPOSED RELOCATION AREA FOR EXCAVATED SOIL - ONLY SOIL WITH CONCENTRATIONS BELOW DEC/I AND LBGC SCTL)

NOTES

1. THE PROPOSED SITE PLAN PROVIDED BY FERREIRA CONSTRUCTION CO. INC. ON 16 SEPTEMBER 2024, IS SHOWN.
2. SOIL BORING AND MONITORING WELL LOCATIONS ARE BASED ON HISTORICAL ENVIRONMENTAL REPORTS PREPARED BY KIMLEY-HORN AND ASSOCIATES, INC.
3. ALL LOCATIONS ARE APPROXIMATE.
4. BLS = BELOW LAND SURFACE
5. NAVD = NATIONAL AMERICAN VERTICAL DATUM OF 1988
6. SF = SQUARE FEET
7. SCTL = SOIL CLEANUP TARGET LEVEL, AS PROMULGATED IN CHAPTER 62-777, FLORIDA ADMINISTRATIVE CODE
8. DEC/I SCTL = DIRECT EXPOSURE COMMERICIAL/INDUSTRIAL SCTL
9. LBGC = LEACHABILITY BASED ON GROUNDWATER CRITERIA SCTL
10. * = MOST OF THE SITE IS BEING RAISED BETWEEN 1.5 AND 4.5 FEET; THEREFORE, MINIMAL EXCAVATIONS WILL BE NEEDED TO INSTALL THE TWO-FOOT-THICK SOIL CAP
11. EXCAVATIONS FOR THE STORMWATER DRAINAGE SYSTEM AND UTILITIES ARE NOT SHOWN, WHICH EXTEND UP TO +10.5 FT NAVD.
12. SOIL IMPACTS EXTEND TO DEPTHS UP TO SIX FEET BLOW LAND SURFACE, WHICH COINCIDES WITH THE GROUNDWATER TABLE

100 0 50 100
SCALE IN FEET

LANGAN
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525 Okeechobee Boulevard, Suite 910
West Palm Beach, FL 33401
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FBPE Registry No. 00006601/LB8172/LB8198

Project	Drawing Title	Project No.	Drawing No.
FERREIRA CONSTRUCTION 9670 SW MARINE WAY MARTIN COUNTY FLORIDA	SOIL MANAGEMENT PLAN - BELOW TWO FEET BLS	341016601	5
		Date: OCTOBER 2024	
		Drawn By: SS/TS	
		Checked By: MSp	

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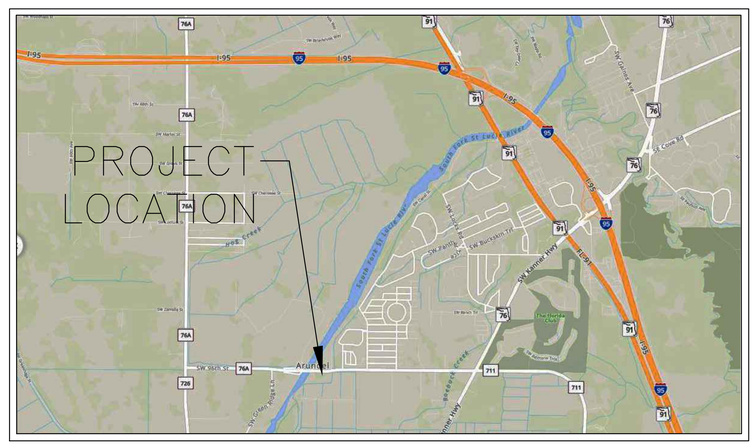
APPENDIX A
DEVELOPMENT PLANS

ENGINEERING PLANS AND SPECIFICATIONS
FOR
FERREIRA MARINE WAY
SECTION 13, TOWNSHIP 39 SOUTH, RANGE 40 EAST
MARTIN COUNTY, FLORIDA

NO.	DATE	REVISION	BY
1	02-15-23	REVISE PER MC GROWTH MANAGEMENT COMMENTS	SMB
2			



LOCATION MAP

SHEET INDEX

SHEET NUMBER	SHEET TITLE/DESCRIPTION
1	COVER
2	LEGEND
3	CLEARING AND EROSION CONTROL PLAN
4	HORIZONTAL CONTROL PLAN
5	PAVING, GRADING, DRAINAGE PLAN
6	SECTIONS
7	PAVING, GRADING , DRAINAGE DETAILS A
8	PAVING, GRADING , DRAINAGE DETAILS B
9	UTILITY PLAN
9A	OFF-SITE MILLING AND OVERLAY PLAN
10	UTILITY DETAILS A
11	UTILITY DETAILS B
12	LIFT STATION DETAILS
13	HEAVY EQUIPMENT ACCESS (AUTO TURN)
14	NOTES
15	SIGNAGE, PAVEMENT & MARKINGS
A-1	BUILDING ELEVATIONS
E-1	FLOOR PLAN
LA1	LANDSCAPE PLAN
LA2	EXISTING TREE DISPOSITION PLAN
LA3	LANDSCAPE DETAILS & SPECIFICATIONS
IRR-1	IRRIGATION PLAN
IRR-2	IRRIGATION SCHEDULE & DETAILS
E1-E4	ELECTRICAL
BLK 1-2	BULKHEAD PLANS
S-1	STRUCTURAL DETAILS

THE MILCOR GROUP, INC.

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WWW.HALEYWARD.COM

ENGINEERING BUSINESS REGISTRY: 32664

MELISSA G. CORBETT
LICENSED
No 55292
Aug 28 2023
STATE OF FLORIDA
PROFESSIONAL ENGINEER

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

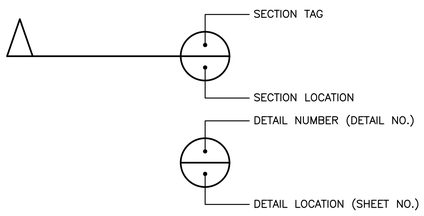
843

UTILITY LEGEND

- FL — FIRE LINE
- FM — FORCE MAIN
- FUEL — FUEL LINE
- GAS — GAS MAIN
- IRR — IRRIGATION LINE
- IQ — IRRIGATION QUALITY
- OHE — OVERHEAD ELECTRIC
- PVC — POLY VINYL CHLORIDE
- RWM — RAW WATER MAIN
- SAN — SANITARY SEWER
- SLEEVING
- UGC — UNDER-GROUND CABLE
- UGE — UNDER-GROUND ELECTRIC
- UGFO — UNDER-GROUND FIBER OPTICS
- UGT — UNDER-GROUND TELEPHONE
- WM — WATER MAIN
- WS — WATER SERVICE
- CHECK VALVE
- FIRE HYDRANT
- GATE VALVE
- GREASE TRAP
- LIGHT POLE
- POWER POLE
- SANITARY MANHOLE
- SANITARY SEWER LATERAL (SINGLE SERVICE)
- SANITARY SEWER LATERAL (DOUBLE SERVICE)
- TERMINAL CLEAN OUT
- WATER METER (SINGLE SERVICE)
- WATER METER (DOUBLE SERVICE)
- WELL

PLANS LEGEND

- BUILDING
- CENTER LINE
- CURB & GUTTER
- EASEMENT
- EOW — EDGE OF WATER
- EDGE OF PAVEMENT
- X — FENCE
- [=] — GUARD RAIL
- IMPERMIABLE BARRIER
- LOT LINE
- MATCH LINE
- [X] — PRESERVE BARRICADE
- PROJECT PHASE LINE
- PROPERTY LINE
- SETBACK LINE
- O — SILT FENCE
- TOB — TOP OF BANK
- TOE — TOP OF SLOPE
- TURBIDITY BARRIER
- RIGHT-OF-WAY
- SIGN



- BUFFER
- CONCRETE
- PERVIOUS CONCRETE
- DEMOLITION
- EARTH
- EXCAVATION AREA
- FILL AREA
- GRAVEL
- LITTORAL ZONE
- OPEN SAW CUT
- PAVER BRICK
- PROPOSED PAVEMENT
- REINFORCED CONCRETE/THICKEN SIDEWALK
- RIP-RAP
- SAND
- SIDEWALK
- TRUNCATED DOMES
- UPLAND PRESERVE
- WETLAND

DRAINAGE LEGEND

- DRAINAGE FLOW ARROW
- MITERED END SECTION
- DRAINAGE INLET
- D — DRAINAGE MANHOLE
- Y — YARD DRAIN
- CMP — CORRUGATED METAL PIPE (CMP)
- DIP — DUCTILE IRON PIPE (DIP)
- HDPE — HIGH DENSITY POLYETHYLENE PIPE (HDPE)
- RCP — REINFORCED CONCRETE PIPE (RCP)

PROFILE LEGEND

- PROPOSED SECTION
- EXISTING AREA SECTION

ABBREVIATIONS

BFP	BACK FLOW PREVENTER
CB	CATCH BASIN
CM	CONCRETE MONUMENT
DE	DRAINAGE EASEMENT
DM	DRAINAGE MANHOLE
DIP	DUCTILE IRON PIPE
ELEC	ELECTRICAL
EL	ELEVATION
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
FFE	FINISH FLOOR ELEVATIONS
FH	FIRE HYDRANT
FL	FIRE LINE
FM	FORCE MAIN
GM	GAS MAIN
HDPE	HIGH DENSITY POLYETHYLENE
HP	HIGH POINT
INV	INVERT
IQ	IRRIGATION QUALITY
IRC	IRON ROD & CAP
IRR	IRRIGATION LINE
LF	LINEAR FEET
LME	LAKE MAINTENANCE EASEMENT
ME	MATCH EXISTING
MES	MITERED END SECTION
MIN	MINIMUM
MH	MANHOLE
OC	ON CENTER
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PT	POINT OF TANGENT
PVC	POLY VINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
ROW	RIGHT-OF-WAY
RWM	RAW WATER MAIN
SAN	SANITARY SEWER
SW	SIDEWALK
TOB	TOP OF BANK
TOE	TOE OF SLOPE
TOW	TOP OF WALL
UGE	UNDER-GROUND ELECTRIC
UE	UTILITY EASEMENT
UGFO	UNDER-GROUND FIBER OPTICS
UGT	UNDER-GROUND TELEPHONE
WM	WATER MAIN

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

NO.	DATE:	REVISION:	BY
1			
2			
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5			
6			
7			
8			

VERTICAL DATUM NAVD 88

DRAWN: D.O. 9-23-2021
PROJECT: F0401
FILE: BASE.dwg

THE MILCOR GROUP, INC.
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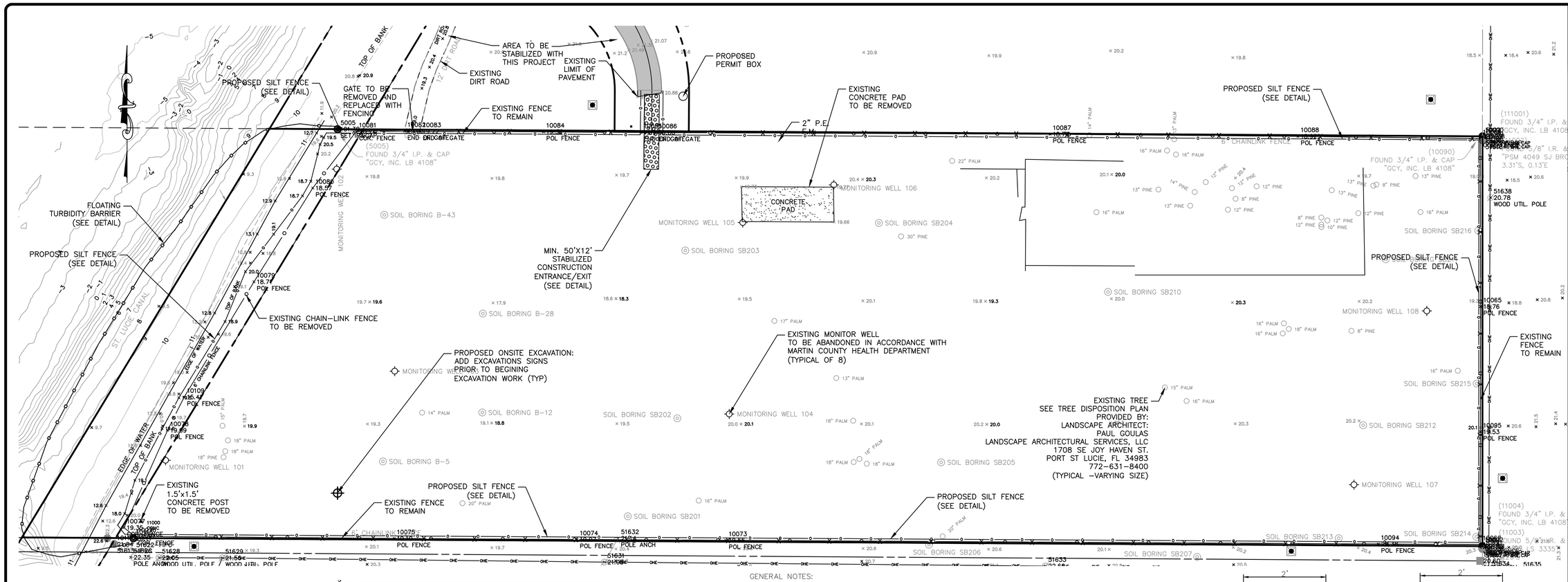
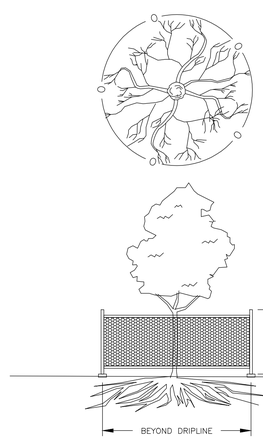
LEGEND & ABBREVIATIONS

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

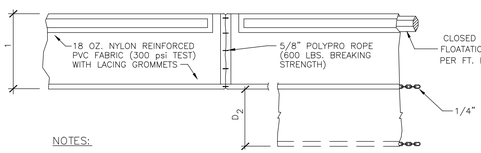
MELISSA G. CORBETT
LICENSE
No 59292
MAR 14 2023
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SHEET NO.
2





1. A MINIMUM OF ONE-FOURTH-INCH DIAMETER ROPE WHICH IS YELLOW OR ORANGE IN COLOR AND MADE OF NYLON OR POLY SHALL BE USED FOR PRESERVATION; THE ROPE IS TO BE ATTACHED TO A MINIMUM OF 2 × 2 WOODEN POLES, IRON REBAR, TWO INCHES OR GREATER PVC PIPE OR OTHER MATERIAL WITH PRIOR APPROVAL OF THE GROWTH MANAGEMENT DEPARTMENT. THE ROPE MUST BE A MINIMUM OF FOUR FEET OFF THE GROUND AND MAY NOT BE ATTACHED TO ANY VEGETATION.
2. DIAMETER OF PROTECTION ZONE SHOULD BE ONE FOOT FOR EACH INCH OF TRUNK DIAMETER BREAST HEIGHT OR 1/2 HEIGHT OF TREE, WHICHEVER IS GREATER. FOR 2-INCH CALIPER TREES OR SMALLER, THE PROTECTION ZONE SHALL BE 6 FOOT MINIMUM DIAMETER.
3. TEMPORARY FENCING (6 FT HIGH) SHALL BE PLACED AT THE DRIP LINE OF THE TREE TO BE SAVED. FENCE SHALL COMPLETELY ENCIRCLE THE TREE(S). TO INSTALL FENCE POSTS, AVOID DRIVING POSTS OR STAKES INTO MAJOR ROOTS.
4. DEAD TREES, SCRUB, OR UNDERGROWTH SHALL BE CUT FLUSH WITH ADJACENT GRAD. THERE WILL BE NO SOIL DISTURBANCE UNDER THE DRIP LINE OF THE TREES TO BE PRESERVED.
5. PLACE 6 INCHES OF BARK MULCH AT AREAS NOT PROTECTED BY BARRIER.
6. TREATMENT OF ROOTS EXPOSED DURING CONSTRUCTION: FOR ROOTS OVER 1 INCH IN DIAMETER DAMAGED DURING CONSTRUCTION, MAKE A CLEAN STRAIGHT CUT TO REMOVE DAMAGED PORTION OF ROOT. ALL EXPOSED ROOTS SHOULD BE TEMPORARILY COVERED WITH DAMP BURLAP AND COVERED WITH SOIL OR MULCH AS SOON AS POSSIBLE TO PREVENT DRYING.
7. NO EQUIPMENT OR MACHINERY SHALL BE USED WITHIN THE PROTECTION FENCE,WORK WITHIN THE PROTECTION ZONE SHALL BE DONE MANUALLY.
8. NO STOCKPILING OF MATERIALS, VEHICULAR TRAFFIC, OR STORAGE IS ALLOWED WITHIN THE LIMITS OF THE FENCING.
9. NO USE OF CONCRETE, PAINT, CHEMICALS, OR OTHER FOREIGN SUBSTANCES WITHIN TREE PROTECTION AREAS.
10. ALL BARRICADES MUST REMAIN IN PLACE FOR THE DURATION OF CONSTRUCTION.



NOTES:

D_1 = 5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS).

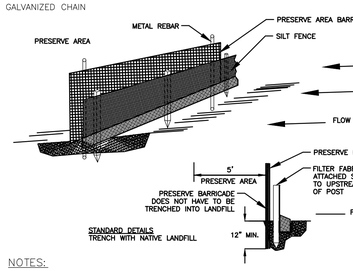
D_2 = 5' STD. (ADDITIONAL PANEL FOR DEPTHS > 5')

CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

TYPE I FLOATING TURBIDITY BARRIER (A)

NOTE:

1. CONTRACTOR TO FIELD VERIFY LOCATION SIZE AND DEPTH OF ALL EXISTING UTILITY AND DRAINAGE INFRASTRUCTURE PRIOR TO BEGINNING CONSTRUCTION.
2. CONTRACTOR TO NOTIFY ENGINEER/INSPECTOR 48 HOURS BEFORE ANY INSPECTION.
3. ALL COMMUNICATIONS WITH ANY OF THE MUNICIPALITIES MUST GO THROUGH THE ENGINEER'S OFFICE.
4. PROPERTY CORNERS SHALL BE LOCATED BY A LICENSED LAND SURVEYOR AND CLEARLY MARKED IN THE FIELD PRIOR TO THE PRE-CONSTRUCTION MEETING FOR THE DEVELOPMENT.
5. AUTHORIZATION TO INSTALL EROSION CONTROL DEVICES AND PRESERVE BARRICADES WILL BE GRANTED AT THE PRE-CONSTRUCTION MEETING. A SATISFACTORY INSPECTION OF THE PRESERVE BARRICADES SHALL BE RECEIVED PRIOR TO CLEARING AND INSTALLATION OF SILT FENCE.
6. NO ADDITIONAL LAND CLEARING SHALL COMMENCE UNTIL A SATISFACTORY INSPECTION OF THE EROSION CONTROL BARRICADES HAS BEEN OBTAINED BY THE PUBLIC WORKS DEPARTMENT.
7. ALL CONSTRUCTION BARRICADES AND SILT FENCING WILL REMAIN IN PLACE AND BE MONITORED FOR COMPLIANCE BY THE PERMIT HOLDER DURING CONSTRUCTION ACTIVITIES.
8. PRIOR TO SCHEDULING A FINAL ENVIRONMENTAL INSPECTION FOR THE INFRASTRUCTURE, ALL BARRICADES AND EROSION CONTROL DEVICES SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.
9. CONTRACTOR MUST USE SITE STABILIZATION METHODS, SUCH AS, BUT NOT LIMITED TO, SEEDING, WETTING, AND MULCHING WHICH MINIMIZE AIRBORNE DUST AND PARTICULATE EMISSIONS GENERATED BY CONSTRUCTION ACTIVITY. SUCH METHODS SHALL BE COMPLETED PROGRESSIVELY AND ACTIVELY MAINTAINED AS VEGETATION REMOVAL OCCURS WITHIN A GIVEN AREA OF A SITE. AT THE PRE-CONSTRUCTION MEETING, THE CONTRACTOR SHALL INFORM THE COUNTY WHICH VEGETATION REMOVAL METHODS WILL BE CONDUCTED AND THE PLAN TO MINIMIZE AIRBORNE DUST AND PARTICULATE EMISSIONS.
10. ALL EROSION AND SEDIMENT CONTROLS SHALL MEET NPDES POLLUTION PREVENTION REQUIREMENTS. IN ACCORDANCE WITH THE STATE OF FLORIDA "NPDES GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES".
11. A SITE OPERATOR'S NPDES INSPECTION REPORT SHALL BE MAINTAINED ON SITE FOR THE DURATION OF THE CONSTRUCTION FOR USE BY THE APPROVED INSPECTION PERSONNEL TO MONITOR AND DOCUMENT SITE CONDITIONS. THE OWNER SHALL SUPPLY DAILY INSPECTIONS OF THE WORK, ALONG WITH THE CONTRACTOR'S ON SITE SUPERINTENDENT. MARTIN COUNTY, THE ENGINEER OF RECORD, AND ENGINEER'S NPDES CERTIFIED INSPECTOR, WILL PROVIDE PERIODIC INSPECTIONS.
12. ALL EROSION AND SEDIMENTATION CONTROL FACILITIES TO BE INSPECTED BY THE CONTRACTOR DAILY AND ANY DAMAGED OR DEFICIENT AREAS TO BE REPAIRED IMMEDIATELY.
13. AT COMMENCEMENT OF CONSTRUCTION FOR THE PROJECT THE SILT FENCE SHALL BE INSTALLED AND MAINTAINED ALONG THE PERIMETER AND ALL EROSION AND SEDIMENTATION CONTROL FACILITIES SHALL REMAIN IN PLACE UNTIL FINAL INSPECTION AND CERTIFICATION OF COMPLETION OF CONSTRUCTION.
14. CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH MARTIN COUNTY MINIMUM DESIGN AND CONSTRUCTION STANDARDS AND F.D.O.T. ROAD AND BRIDGE STANDARDS.
15. DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.
16. THE CONTRACTOR SHALL PROVIDE SILT SCREENS OR OTHER SUCH SEDIMENT CONTROL MEASURES DURING CONSTRUCTION. THE SELECTED SEDIMENT CONTROL MEASURES SHALL BE INSTALLED LANDWARD OF THE WETLAND AND UPLAND PRESERVE AROUND ALL PROTECTED WETLANDS.
17. ALL AREAS SHALL BE STABILIZED AND VEGETATED IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION INTO THE WETLANDS AND UPLAND BUFFER ZONES. STABILIZATION TO BE SOD, SAME AS DISTURBED
18. ENGINEERING DEPARTMENT AND GROWTH MANAGEMENT DEPARTMENT ENVIRONMENTAL DIVISION STAFF ARE TO BE NOTIFIED 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION OF AUTHORIZED IMPACTS TO WETLANDS AND/OR WETLAND BUFFERS AS SHOWN ON THE APPROVED PLANS.
19. DISTURBED AREAS SHALL BE STABILIZED WITHIN 30 DAYS. STABILIZATION SHALL BE BY SEEDING OR SODDING.



STANDARD DETAILS
TRENCH WITH NATIVE LANDFILL

NOTES:

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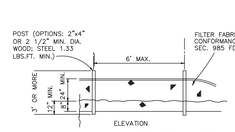
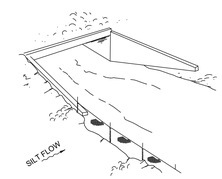
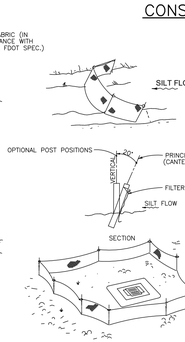
12. WITHIN THE STORMWATER MANAGEMENT AREAS CLEARED, ALL STUMPS SHALL BE REMOVED, AND ALL ROOTS SHALL BE REMOVED TO A DEPTH OF AT LEAST 12" BELOW THE FINISHED GRADING LINE. PER MARTIN COUNTY STORMWATER MANAGEMENT AND FLOOD PROTECTION STANDARDS FOR DESIGN AND REVIEW, SECTION 1.3.



TYPE III SILT FENCE



MODIFIED TYPE III SILT FENCE

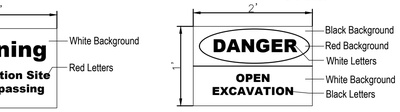


MODIFIED TYPE III SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS.

SILT FENCE

SILT FENCE APPLICATIONS

1. TYPE III SILT FENCE TO BE USED AT MOST LOCATIONS. WHERE USED IN DITCHES, THE SPACING FOR TYPE III SILT FENCE SHALL BE IN ACCORDANCE WITH FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL (LATEST EDITION)
2. TYPE IV SILT FENCE TO BE USED WHERE LARGE SEDIMENT LOADS ARE ANTICIPATED. SUGGESTED USE IS WHERE FILL SLOPE IS 1:2 OR STEEPER AND LENGTH OF SLOPE EXCEEDS 25 FEET. AVOID USE WHERE THE DETAINED WATER MAY BACK INTO TRAVEL LANES OR OFF THE RIGHT OF WAY.
3. DO NOT CONSTRUCT SILT FENCE ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.
4. WHERE USED AS SLOPE PROTECTION, SILT FENCE IS TO BE CONSTRUCTED ON 0% LONGITUDINAL GRADE TO AVOID CHANNELIZING RUNOFF ALONG THE LENGTH OF THE FENCE.



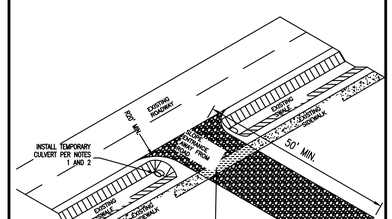
CONSTRUCTION SIGN DETAIL

EXCAVATION SIGN DETAIL

LEGEND

CONSTRUCTION WARNING SIGNS

EXCAVATION SIGNS



NOTES:

1. CULVERT INVERTS SHALL MATCH THE DRAINAGE CONVEYANCE FLOW LINE OF UPSTREAM AND DOWNSTREAM CULVERT INVERTS.
2. CULVERT SIZE SHALL BE EQUIVALENT OR GREATER THAN UPSTREAM CULVERT OR MIN. 15" DIA. (OR 12"x18" ELLIPTICAL)
3. TEMPORARY SIDEWALK MATERIALS TO BE EITHER: PORTLAND CEMENT CONCRETE, ASPHALT CONCRETE, COMPACTED ASPHALT MILLINGS, OR COMPACTED LIMEROCK BASE.
4. TEMPORARY SIDEWALK TO COMPLY WITH ALL ADA STANDARDS INCLUDING SLOPES AND TRIPPING HAZARDS.

MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS	DETAIL R-39
STABILIZED CONSTRUCTION ENTRANCE	DATE: 12/03/19

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

NO.	DATE		BY
1	02-13-23	REVISE PER MC GROWTH MANAGEMENT COMMENTS REVISION:	SMB

VERTICAL DATUM NAVD 88
(IN FEET) 1 inch = 40 ft.
80 40 0 40

DRAWN: D.O. 9-23-2021
PROJECT: F0401
FILE: BASE.dwg

THE MILCOR GROUP, INC.
A DIVISION OF:
HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
10975 SE FEDERAL HIGHWAY
HOBE SOUND, FL 33455
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UNIT 104
PORT ST. LUCIE, FL 34984
PH: (772) 223-8850
WWW.THEMILCORGROUP.COM
WWW.HALEYWARD.COM
ENGINEERING BUSINESS REGISTRY: 32664

CLEARING AND EROSION CONTROL PLAN

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

MELISSA G. CORBETT
LICENSED
No. 59292
MAR 14 2023
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SHEET NO.
3

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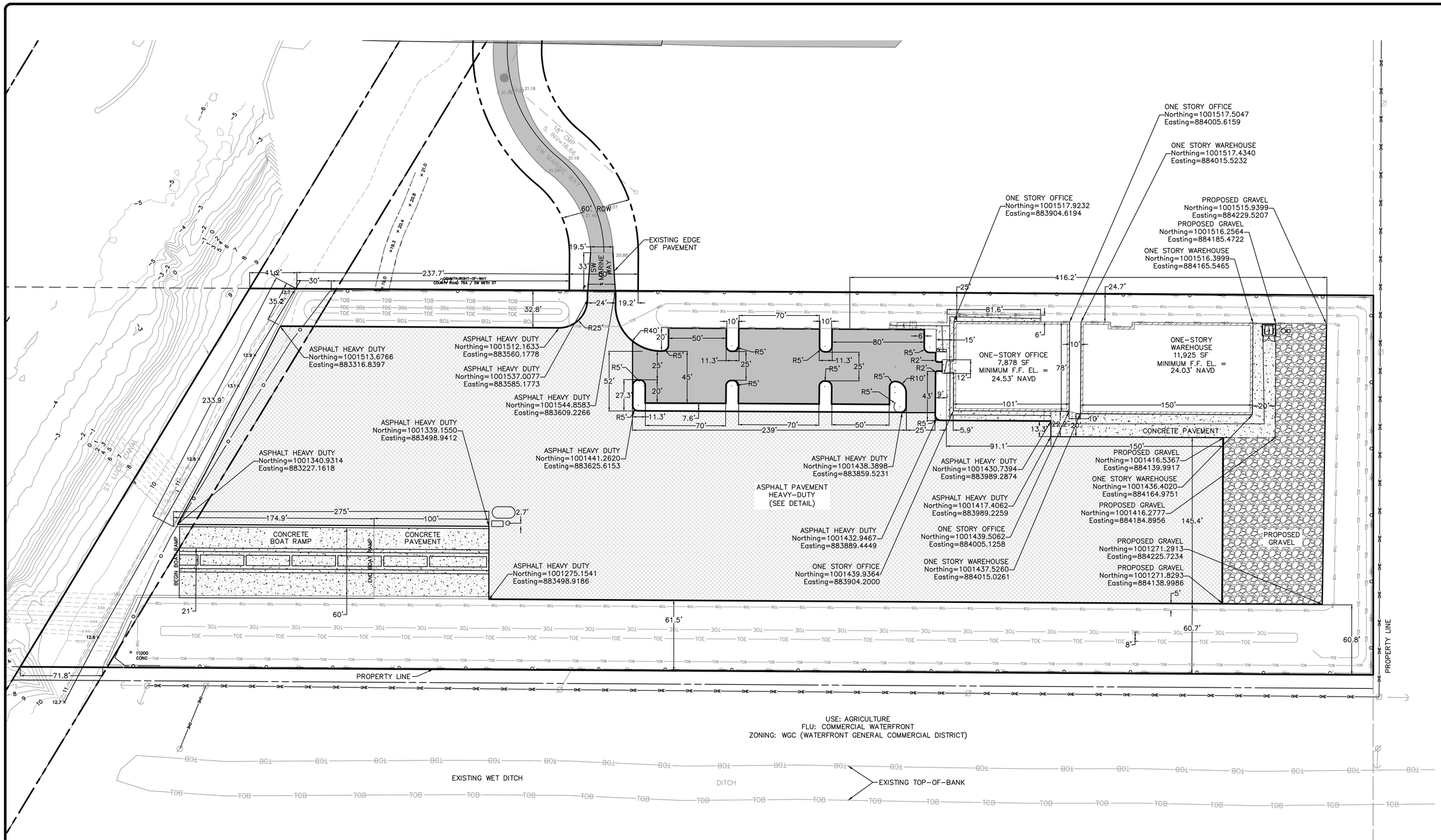

NO.	DATE:	REVISION:	BY
1	02-13-23	REVISE PER MC GROWTH MANAGEMENT COMMENTS	SMB

1 inch = 40 ft. (IN FEET)

VERTICAL DATUM NAVD 88

DRAWN: D.O. 9-23-2021

PROJECT: F0401

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ENGINEERING BUSINESS REGISTRY: 32664

HORIZONTAL CONTROL PLAN

FERREIRA MARINE WAY

MARTIN COUNTY, FLORIDA

MELISSA G. CORBETT
LICENSED
No 55292
MAR 14 2023
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SHEET NO.

4

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

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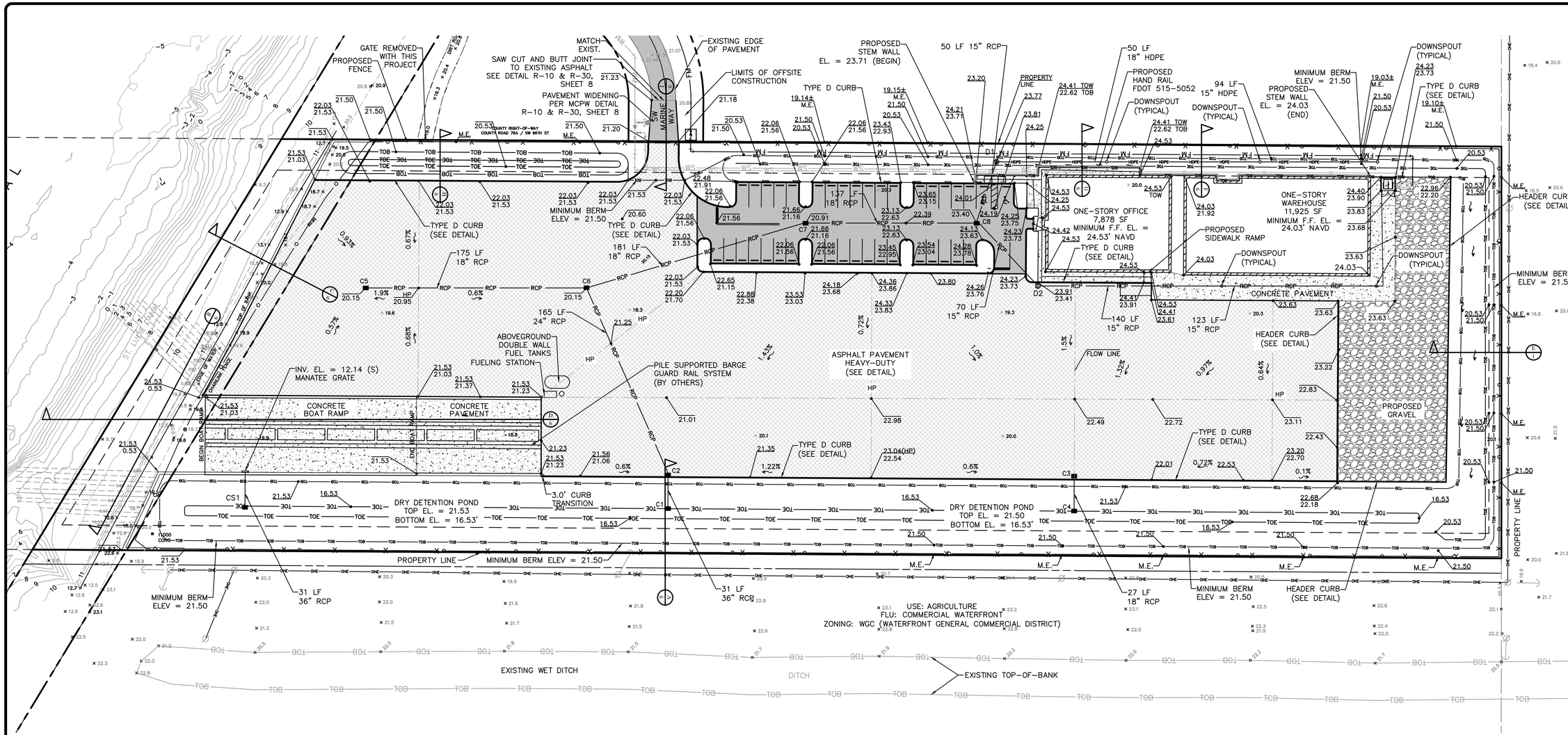

R50 / 8 TYPE C INLET

C1–TYPE G DITCH BOTTOM INLET
RIM EL. 16.53
INV EL. 11.94 (N)
BOT. EL. 10.44

C2–TYPE E CURB INLET
FDOT SUPERLOAD RATED
SEE NOTE 6
(CAST IRON GRATE)
RIM EL. 20.56
INV EL. 14.90 (N)
INV EL. 12.25 (S)
BOT. EL. 13.06

C3–TYPE C CURB INLET
FDOT SUPERLOAD RATED
SEE NOTE 6
(CAST IRON GRATE)
RIM EL. 21.56
INV EL. 13.00 (S)
BOT. EL. 11.50

C4–TYPE G DITCH BOTTOM INLET
RIM EL. 16.53
INV EL. 12.75 (N)
BOT. EL. 11.25

C5–TYPE C CATCH BASIN
FDOT SUPERLOAD RATED
SEE NOTE 6
RIM EL. 20.15
INV EL. 15.85 (E)
INV EL. 14.31

C6–TYPE C CATCH BASIN
FDOT SUPERLOAD RATED
SEE NOTE 6
RIM EL. 20.15
INV EL. 16.75 (E)
INV EL. 15.85 (W)
INV EL. 14.90 (S)
BOT. EL. 13.40

C7–TYPE C CATCH BASIN
RIM EL. 20.91
INV EL. 16.75 (W)
INV EL. 16.75 (E)
BOT EL. 15.25

C8–TYPE C CATCH BASIN
RIM EL. 23.40
INV EL. 16.75 (W)
INV EL. 18.79 (NE)
INV EL. 19.13 (SE)
BOT. EL. 15.25

CS1–TYPE G DITCH BOTTOM INLET
(SEE DETAIL SHEET 7)

3 / 7 DRAINAGE MANHOLE 4' DIA

D1–DRAINAGE MANHOLE
RIM EL. 23.77
INV EL. 18.79 (E)
INV EL. 18.79 (S)
BOT EL. 17.29

D2–DRAINAGE MANHOLE
FDOT SUPERLOAD RATED
SEE NOTE 6
RIM EL. 23.91
INV EL. 19.13 (E)
INV EL. 19.13 (W)
BOT EL. 17.63

PERIMETER BERM NOTE:
THE MINIMUM PERIMETER BERM ON THIS PROPERTY SHALL BE MAINTAINED AT ELEVATION 21.50 NAVD-88.

NOTE:
1. CONTRACTOR TO FIELD VERIFY LOCATION SIZE AND DEPTH OF ALL EXISTING UTILITY AND DRAINAGE INFRASTRUCTURE PRIOR TO BEGINNING CONSTRUCTION.
2. ANY CHANGES TO THE FINISH FLOOR ELEVATIONS (FFE) MUST BE APPROVED BY THE ENGINEER BEFORE VERTICAL CONSTRUCTION BEGINS.
3. THE FINISH FLOOR ELEVATIONS (FFE) IS THE LOWEST POINT OF THE STRUCTURE. THIS INCLUDES BUT NOT LIMITED TO THE GARAGE.
4. CONTRACTOR TO NOTIFY ENGINEER/INSPECTOR 48 HOURS BEFORE ANY INSPECTION.
5. ALL COMMUNICATIONS WITH ANY OF THE MUNICIPALITIES MUST GO THROUGH THE ENGINEER'S OFFICE.
6. INLET AND GRATE TO HAVE FDOT SUPERLOAD RATING OF 150,000 POUNDS.
7. EMBANKMENTS SHALL BE PLACED IN SUCCESSIVE LAYERS, APPROXIMATELY (8) INCHES IN THICKNESS FOR THE ENTIRE WIDTH OF THE EMBANKMENT. PER MARTIN COUNTY STORM WATER MANAGEMENT AND FLOOD PROTECTION STANDARDS FOR DESIGN REVIEW, SECTION 1.3.
8. WITHIN THE STORM WATER MANAGEMENT AREAS CLEARED, ALL STUMPS SHALL BE REMOVED, AND ALL ROOTS SHALL BE REMOVED TO A DEPTH OF AT LEAST (12) INCHES BELOW THE FINISHED GRADING LINE. PER MARTIN COUNTY STORM WATER MANAGEMENT AND FLOOD PROTECTION STANDARDS FOR DESIGN REVIEW, SECTION 1.3.

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

NO.	DATE:	REVISION:	BY
1	02-13-23	REVISE PER MC GROWTH MANAGEMENT COMMENTS	SMB

DRAWN: D.O.
PROJECT: F0401
DATE: 9-23-2021
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ENGINEERING BUSINESS REGISTRY: 32664

PAVING, GRADING, AND DRAINAGE PLAN

FERREIRA MARINE WAY

MARTIN COUNTY, FLORIDA

MELISSA G. CORRENTI
LICENSED
No. 59292
MAR 14 2023
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SHEET NO.
5

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

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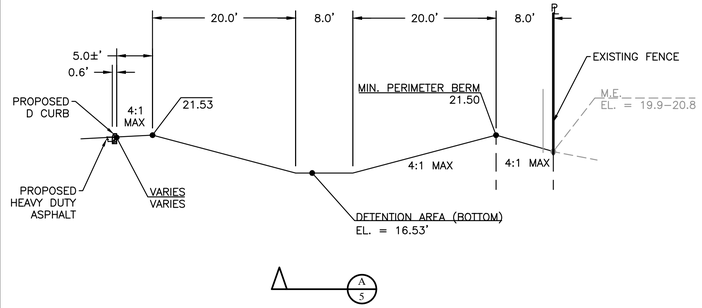
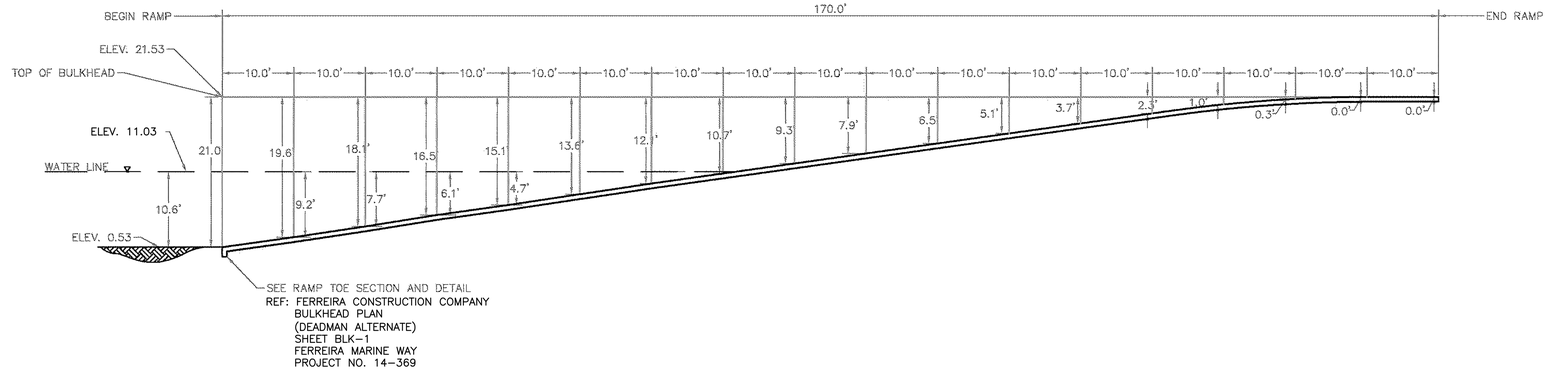
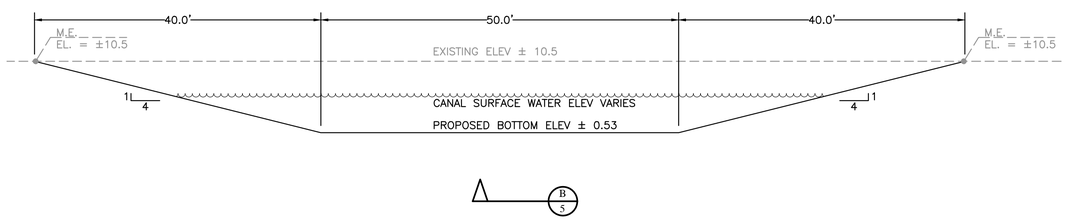
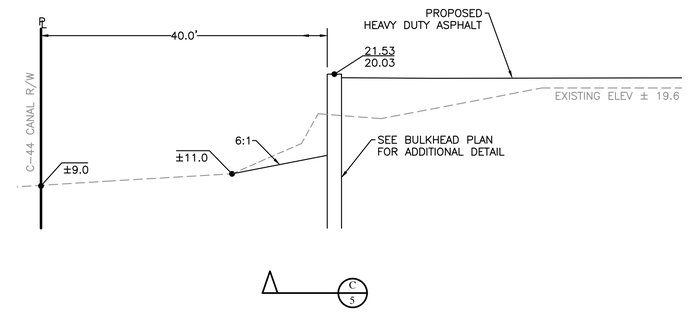


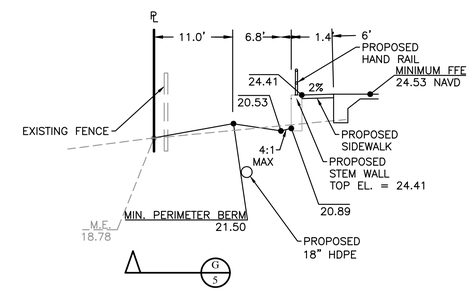


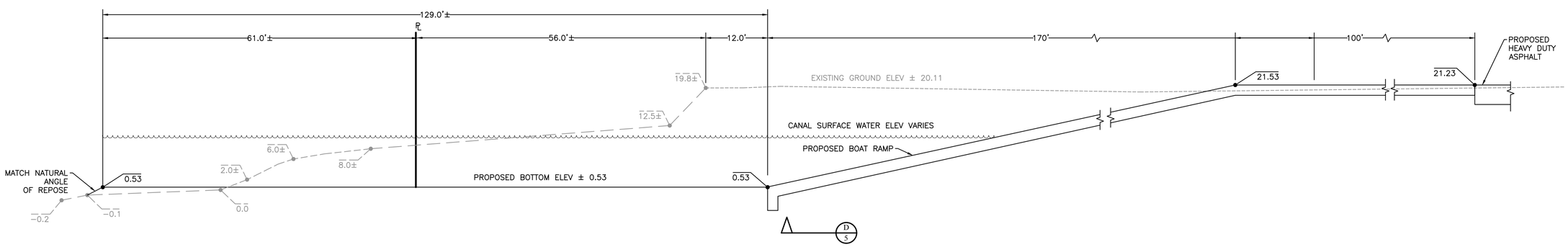
RAMP PROFILE

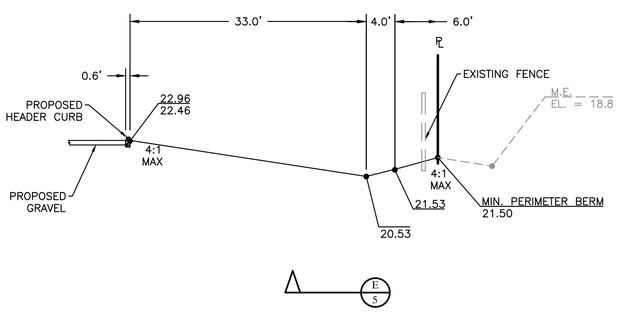
N.T.S.

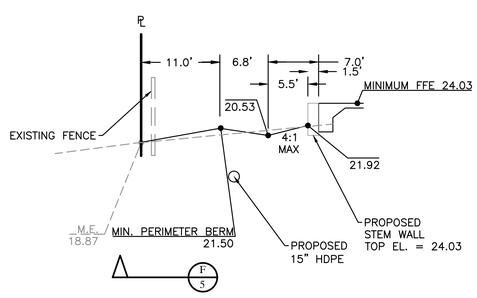


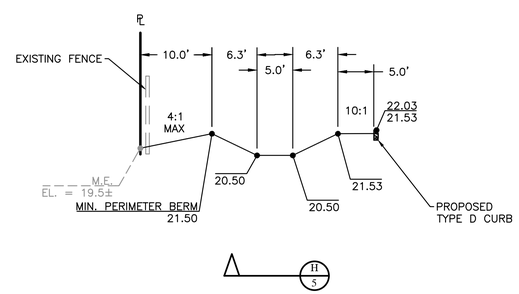


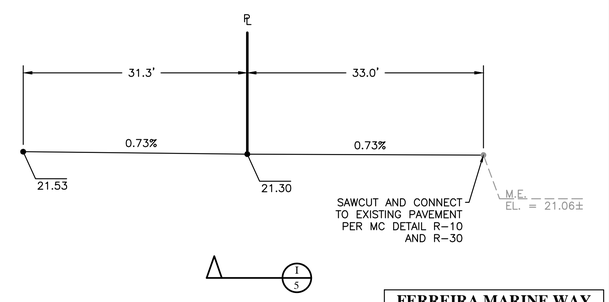












FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

NO.	DATE:	REVISION:	BY
1	02–13–23	REVISE MIN BERM ELEVATION = 21.50 NAVD	SMB

(IN FEET)
1 inch = 10 ft.
VERTICAL DATUM NAVD 88

DRAWN: D.O. 9–23–2021
PROJECT: F0401
FILE: BASE.dwg

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SECTIONS

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

MELISSA G. CORBETT
LICENSED
No. 59292
MAR 14 2023
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SHEET NO.
6

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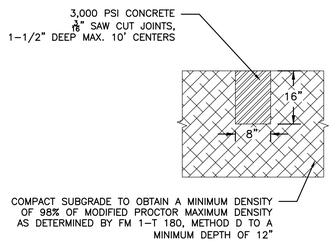
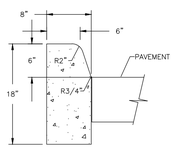


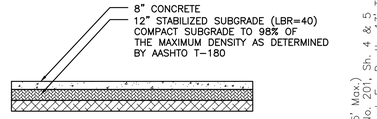
HEADER CURB



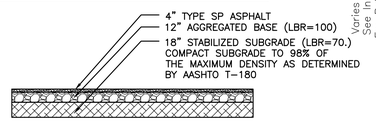
GENERAL NOTES

1. THE CONCRETE FOR CURBS SHALL HAVE A COMPRESSIVE STRENGTH OF 3000 PSI.
2. ALL CURBS SHALL HAVE CONTRACTION JOINTS AND SHALL BE CONSTRUCTED AT INTERVALS NOT TO EXCEED 10'- 0" ON CENTERS FOR ALL CURBS.

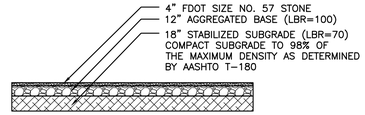
TYPE D CURB



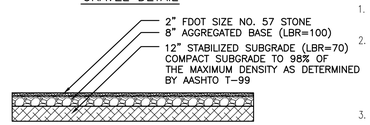
HEAVY-DUTY CONCRETE PAVEMENT DETAIL



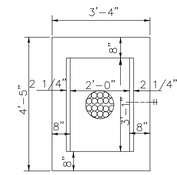
HEAVY-DUTY ASPHALT PAVEMENT DETAIL



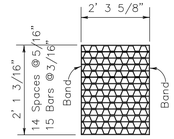
GRAVEL DETAIL



STANDARD-DUTY ASPHALT PAVEMENT DETAIL



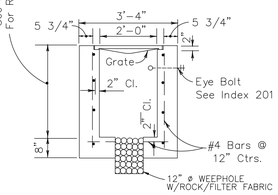
PLAN



Straight Bars 2"x 3/16"
Reticuline Bars 1 1/4" x 3/16"
Bands 1 1/2" x 1/4"

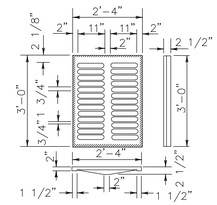
TYPE C

Approx. Weight 100 Lbs.



SECTION

Recommended Maximum Pipe Size:
2'-0" Wall-18" Pipe
3'-1" Wall-24" Pipe



TYPE C

Approx. Weight 235 Lbs.

NOTES:

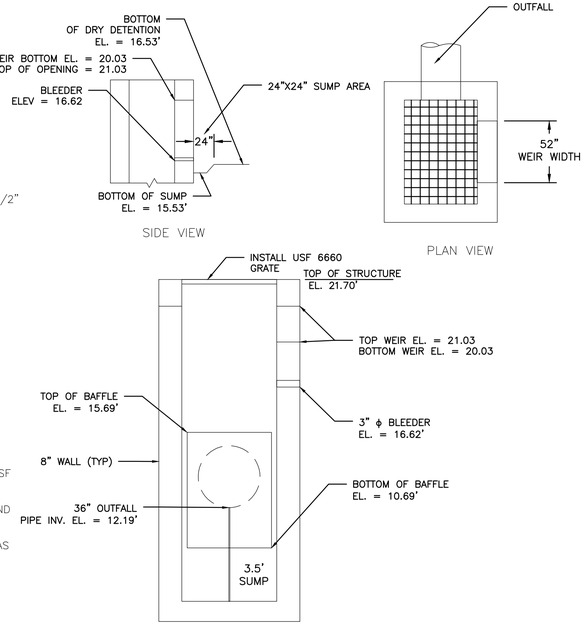
1. FDOT TYPE "D" CURB SHALL NOT BE ACCEPTABLE FOR THE OUTSIDE OF A TRAVEL LANE.
2. ALL CURB, CURB AND GUTTER, AND SIDEWALK MATERIALS AND CONSTRUCTION NOT SHOWN HEREIN SHALL BE IN ACCORDANCE WITH APPLICABLE FDOT STANDARD SPECIFICATIONS 520 AND FDOT STANDARD SERIES INDEX 300.
3. FIBER-REINFORCED CONCRETE FOR CURBS AND SIDEWALKS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS.
4. A DESIRED 8 FEET SHALL BE MAINTAINED BETWEEN EDGE OF TRAVEL LANE AND SIDEWALK WHERE CURB AND GUTTER DOES NOT EXIST (MINIMUM SHALL BE 4.5 FEET, UNLESS OTHERWISE APPROVED BY THE COUNTY ENGINEER).

NOTE:

FOR INLETS IN F CURB, INSTALL USF 5130-6168 FRAME AND GRATE.
FOR INLETS IN VALLEY GUTTER, INSTALL USF 5113-6194 FRAME AND GRATE.
FOR INLETS IN GRASSED AREAS, INSTALL USF 6210 OR USF 6606 AS SPECIFIED
ALL INLETS TO HAVE 18" SUMP.

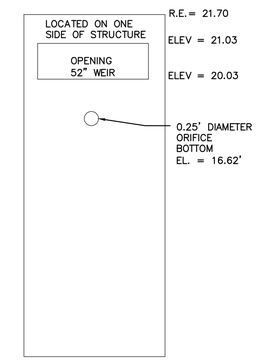
TYPE "C" INLET (10)

PER FDOT INDEX NO. 425-052



CONTROL STRUCTURE DETAIL (CS1)

PER FDOT INDEX NO. 425-053 SH 2 OF 2
TYPE G BOTTOM INLET



SIDEVIEW OF STRUCTURE

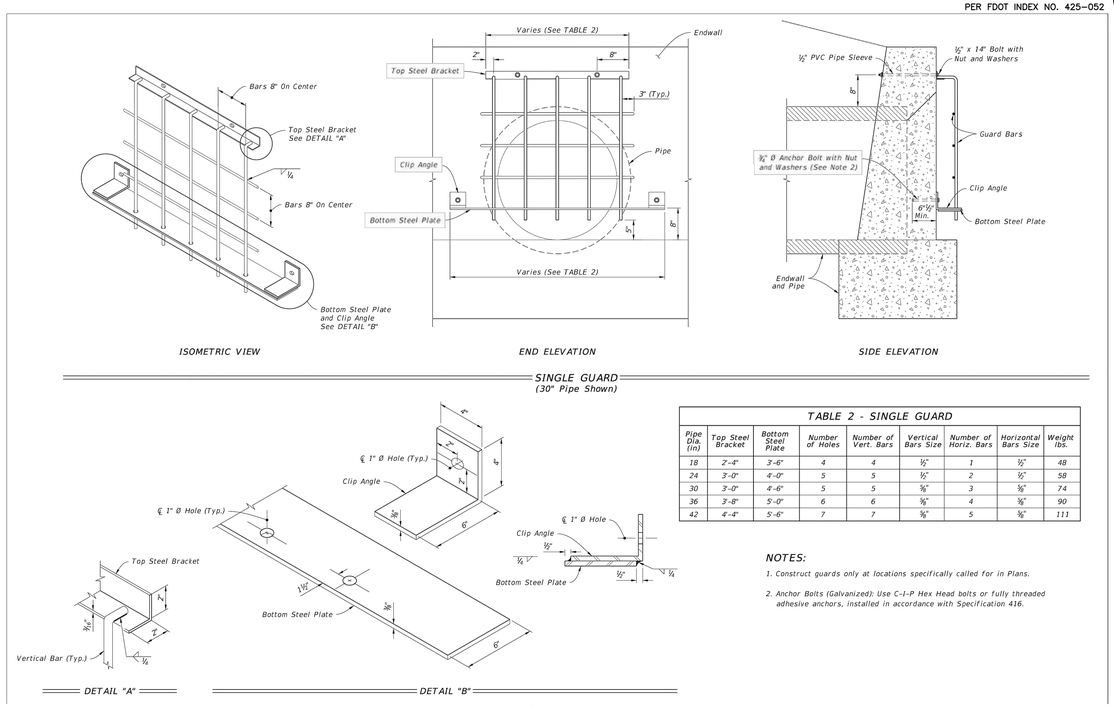
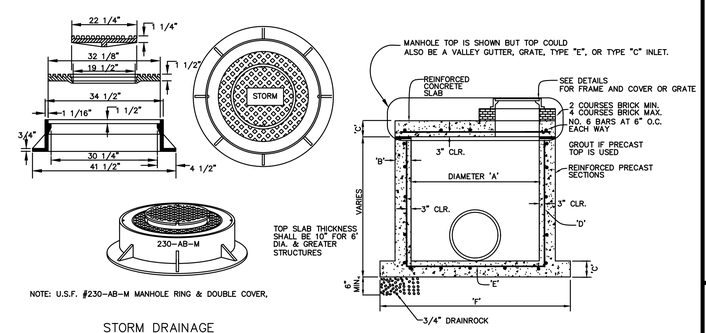


TABLE 2 - SINGLE GUARD								
Pipe Dia. (in)	Top Steel Bracket	Bottom Steel Plate	Number of Holes	Number of Vert. Bars	Vertical Bars Size	Number of Horiz. Bars	Horizontal Bars Size	Weight lbs.
18	2'-4"	3'-6"	4	4	½"	1	½"	48
24	3'-0"	4'-0"	5	5	½"	2	½"	58
30	3'-0"	4'-6"	5	5	⅝"	3	⅝"	74
36	3'-8"	5'-0"	6	6	⅝"	4	⅝"	90
42	4'-4"	5'-6"	7	7	⅝"	5	⅝"	111

NOTES:

1. *Construct guards only at locations specifically called for in Plans.*
2. *Anchor Bolts (Galvanized): Use C-I-P Hex Head bolts or fully threaded adhesive anchors, installed in accordance with Specification 416.*

MANATEE GRATE DETAIL (1)



NOTE: U.S.F. #230-AB-M MANHOLE RING & DOUBLE COVER,

STORM DRAINAGE MANHOLE COVER

NOTES:
1. U.S.F #230-AB-M MANHOLE RING & DOUBLE COVER. APPROX. TOTAL WEIGHT 605 POUNDS.
2. MANHOLE COVER SHALL BE IMPRINTED WITH "STORM SEWER" AND WITH NOTES "CONFINED SPACE".
3. PAVED AREAS - SET FRAMES AT FINISED GRADE, UNPAVED AREAS - SET FRAMES AT FINISHED GRADE + 0.15.

TYPE	'A'	'B'	'C'	'D'	'E'	'F'
4' DIA	4'-0"ø	8"	8"	#5@12"C.C.E.W.	#5@12"C.C.E.W.	6'-4"ø
5' DIA	5'-0"ø	8"	8"	#5@12"C.C.E.W.	#5@12"C.C.E.W.	7'-4"ø
6' DIA	6'-0"ø	8"	8"	#5@12"C.C.E.W.	#5@12"C.C.E.W.	8'-4"ø
7' DIA	7'-0"ø	8"	8"	#5@12"C.C.E.W.	#5@12"C.C.E.W.	9'-4"ø

DRAINAGE STRUCTURE (3)

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

NO.	DATE:	REVISION:	BY
1	02-13-23	REVISE CONTROL STRUCTURE PER MC COMMENTS	SMB

VERTICAL DATUM NAVD 88

DRAWN: D.O. 9-23-2021
PROJECT: F0401
FILE: BASE.dwg

THE MILCOR GROUP, INC.
A DIVISION OF:
HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
10975 SE FEDERAL HIGHWAY
HOBE SOUND, FL 33455
725 SE PORT ST LUCIE BLVD
UNIT 104
PORT ST. LUCIE, FL 34984
PH: (772) 223-8850
WWW.THEMILCORGROUP.COM
WWW.HALEYWARD.COM
ENGINEERING BUSINESS REGISTRY: 32664

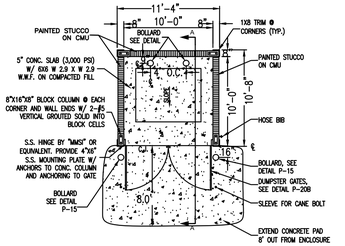
PAVING, GRADING, AND DRAINAGE DETAILS A

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

MELISSA G. CORBETT
LICENSED
No. 59292
MAR 14 2023
STATE OF FLORIDA
PROFESSIONAL ENGINEER

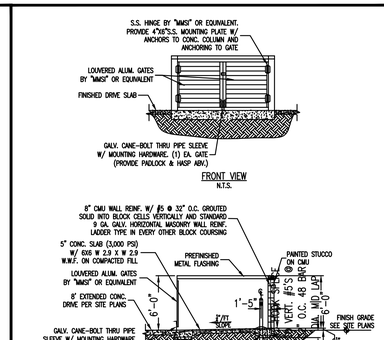
SHEET NO.
7

P:\FL\2011525-Ferreira_Construction\F0401-Ferreira Marine Way Site Revisions-MGC\02-CAD_Files\Marine Way\Marine Way - Standard\BASE.dwg, PRINTED BY: dowens ON Mon, Aug 28 2023



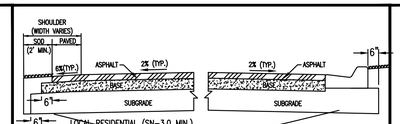
PLAN VIEW
N.T.S.

MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS	DETAIL P-20A
DUMPSTER ENCLOSURE	DATE: 12/03/19



PROFILE VIEW (SECTION A-A)
N.T.S.

MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS	DETAIL P-20B
DUMPSTER ENCLOSURE	DATE: 12/03/19



LOCAL-RESIDENTIAL (SN-3.0 MIN.)
MIN. E.O.P. ELEVATION: PEAK STAGE OF 10-YR / 24-HR STORM EVENT
- SURFACE COURSE: 1" TYPE SP-9.5 ASPHALTIC CONCRETE
- BASE COURSE: OPTIONAL BASE GROUP 4 PER FDOT FLEXIBLE PAVEMENT DESIGN MANUAL TABLE 5.6
- SUBGRADE: 12" COMPACTED OR STABILIZED SUBGRADE (LBR-40)

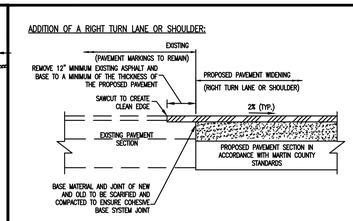
COLLECTOR & LOCAL COMMERCIAL/INDUSTRIAL (SN-3.5 MIN.)
MIN. E.O.P. ELEVATION: PEAK STAGE OF 10-YR / 24-HR STORM EVENT (MINOR)
MIN. E.O.P. ELEVATION: PEAK STAGE OF 25-YR / 24-HR STORM EVENT (MAJOR)
- SURFACE COURSE: 1" TYPE SP-12.5 ASPHALTIC CONCRETE (1ST LIFT)
  1" TYPE SP-9.5 ASPHALTIC CONCRETE (2ND LIFT)
- BASE COURSE: OPTIONAL BASE GROUP 6 PER FLEXIBLE PAVEMENT DESIGN MANUAL TABLE 5.6
- SUBGRADE: 12" COMPACTED OR STABILIZED SUBGRADE (LBR-40)

ARTERIAL (SN-4.0 MIN.)
MIN. E.O.P. ELEVATION: PEAK STAGE OF 25-YR / 72-HR STORM EVENT
- SURFACE COURSE: 1" TYPE S-1 OR SP-12.5 ASPHALTIC CONCRETE (1ST LIFT)
  1" TYPE SP-9.5 ASPHALTIC CONCRETE (2ND LIFT)
- BASE COURSE: OPTIONAL BASE GROUP 9 PER FDOT FLEXIBLE PAVEMENT DESIGN MANUAL TABLE 5.6
- SUBGRADE: 12" COMPACTED OR STABILIZED SUBGRADE (LBR-40)

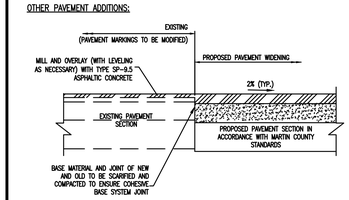
NOTES:
1. SHOULDER DESIGN:
   - SURFACE COURSE: SAME AS TRAVEL LANE SURFACE COURSE
   - BASE COURSE: OPTIONAL BASE GROUP 4 PER FDOT FLEXIBLE PAVEMENT DESIGN MANUAL TABLE 5.6
2. STRUCTURAL NUMBER (SN) PER FDOT STANDARDS (REFER TO FDOT FLEXIBLE PAVEMENT DESIGN MANUAL).
3. SUBSTITUTIONS MAY BE APPROVED BY MARTIN COUNTY, PROVIDED MINIMUM SN IS DEMONSTRATED.
4. ASPHALT MIX SHALL NOT CONTAIN MORE THAN 30% RECLAIMED ASPHALT PAVEMENT (R.A.P.)
5. ALL MATERIAL USED WITHIN THE ROADWAY MUST MEET FDOT SPECIFICATIONS AND BE SUPPLIED FROM A FDOT CERTIFIED MINING OPERATION AND ASPHALT PLANT.
6. A MINIMUM OF TWO DENSITY TESTS SHALL BE TAKEN FOR EACH SIX (6) INCH LIFT OF SUB GRADE AND BASE. WHEN THE SPECIFIED COMPACTED BASE IS GREATER THAN SIX AND ONE-HALF (6 1/2") INCHES THE BASE SHALL BE CONSTRUCTED IN TWO OR MORE COURSES. PROCTORS FOR MATERIALS USED IN BACK-FILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO THE COUNTY ENGINEER'S OFFICE PRIOR TO FINAL INSPECTION.
7. CRUSHED CONCRETE MAY NOT BE USED WITHIN COUNTY-MAINTAINED ROADWAY.
8. ANY IN-LINE PARKING DEFICIENCIES SHALL BE ADDRESSED IN ACCORDANCE TO FDOT SPECIFICATION SECTION 330.

MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS	DETAIL R-10
FLEXIBLE PAVEMENT	DATE: 12/03/19

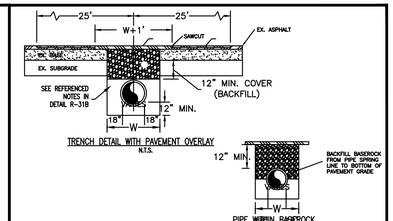
ADDITION OF A RIGHT TURN LANE OR SHOULDER:

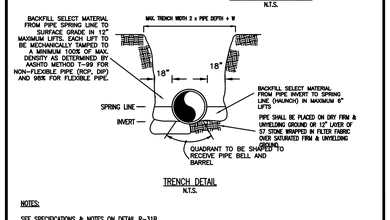


OTHER PAVEMENT ADDITIONS:



MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS	DETAIL R-30
PAVEMENT WIDENING	DATE: 12/03/19





NOTES:
SEE SPECIFICATIONS & NOTES ON DETAIL R-31B

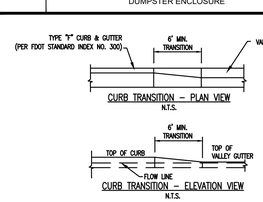
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS	DETAIL R-31A
TYPICAL OPEN CUT TRENCH	DATE: 12/03/19

BACKFILL AND BASE:
A. PROVIDE CLEAN BACKFILL. BACKFILL SHALL BE REPLACED IN 12" LIFTS. EACH LIFT SHALL BE MECHANICALLY COMPACTED TO A MINIMUM 100% DENSITY AS DETERMINED BY AASHTO T-180, METHOD "C" (MINIMUM LBR OF 40).
B. BASE ROCK MATERIAL SHALL BE A MINIMUM OF 2" THICK AND BE PLACED IN 6" LIFTS OR AS OTHERWISE APPROVED AND EACH LAYER THOROUGHLY MECHANICALLY COMPACTED TO 100% DENSITY AS DETERMINED BY AASHTO T-180. ALL BASE MATERIAL MUST MEET FDOT SPECIFICATIONS FROM A CERTIFIED MINING OPERATION. DEPTH OF BASE MATERIAL VARIES ON ROADWAY TYPE AS PER MARTIN COUNTY PUBLIC WORKS STANDARD DETAIL R-10.

PAVING:
A. A TEMPORARY PATCH SHALL BE NO LESS THAN 2" THICK OR MATCH EXISTING PAVEMENT THICKNESS, WHICHEVER IS GREATER. ASPHALT PATCHES MUST BE OF A HOT MIX TYPE FRICTION COURSES. MARTIN COUNTY DOES NOT ALLOW COLD PATCH IN COUNTY MAINTAINED ROADWAYS. THE PATCH IS TO REMAIN 30 DAYS AT MINIMUM TO ASSURE ANY SETTLING OF THE ROADWAY TRENCH HAS TAKEN PLACE.
B. MILL 1" OF ASPHALT A MINIMUM OF 25' FROM CENTER OF TRENCH ON BOTH SIDES, SEE NOTE #1. PAVE AND COMPACT 1" OF SP-9.5 OR MATCH EXISTING TYPE OF FRICTION COURSE.
C. WHEN OPEN CUT IS PARALLEL TO TRAVEL LANE, THE FULL ROADWAY SECTION IS REQUIRED TO BE RESURFACED 10' BEYOND TRENCH IN EACH DIRECTION OF TRAVEL.
D. ASPHALT MIX TO CONTAIN NO MORE THAN 30% RECLAIMED ASPHALT PAVEMENT (R.A.P.).
E. ASPHALT PAVEMENT PATCH SHALL BE PLACED WITHIN 72 HOURS AFTER TRENCH HAS BEEN BACKFILLED.

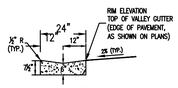
NOTES:
1. ANY OPEN CUT OF PAVEMENT MUST BE REVIEWED BY THE COUNTY ENGINEER PRIOR TO ANY WORK BEING DONE IN COUNTY MAINTAINED RIGHT-OF-WAY. DEPENDING ON THE LOCATION OF THE OPEN CUT ADDITIONAL MILLING AND PAVING MAY BE REQUIRED; ALL PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
2. ALL MATERIAL USED WITHIN THE ROADWAY MUST MEET FDOT SPECIFICATIONS AND BE SUPPLIED FROM A FDOT CERTIFIED MINING OPERATION AND ASPHALT PLANT.
3. A MINIMUM OF TWO DENSITY TESTS SHALL BE TAKEN FOR EACH SIX (6) INCH LIFT OF SUB GRADE AND EACH OPEN CUT CROSSING. WHEN THE SPECIFIED COMPACTED BASE IS GREATER THAN SIX AND ONE-HALF (6 1/2") INCHES THE BASE SHALL BE CONSTRUCTED IN TWO OR MORE COURSES. PROCTORS FOR MATERIALS USED IN BACK-FILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO THE COUNTY ENGINEER'S OFFICE PRIOR TO FINAL INSPECTION.
4. CRUSHED CONCRETE MAY NOT BE USED WITHIN COUNTY-MAINTAINED ROADWAY.

MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS	DETAIL R-31B
TYPICAL OPEN CUT TRENCH	DATE: 12/03/19



CURB TRANSITION - PLAN VIEW
N.T.S.

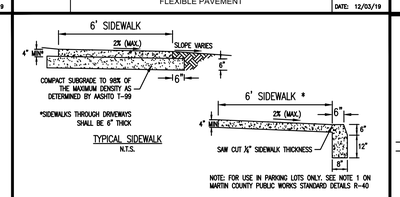
CURB TRANSITION - ELEVATION VIEW
N.T.S.



VALLEY GUTTER
N.T.S.

NOTES:
1. FDOT TYPE "D" CURB SHALL NOT BE ACCEPTABLE FOR THE OUTSIDE OF A TRAVEL LANE.
2. ALL CURB, CURB AND GUTTER MATERIALS AND CONSTRUCTION NOT SHOWN HEREIN SHALL BE IN ACCORDANCE WITH APPLICABLE FDOT STANDARD SPECIFICATIONS 520 AND FDOT STANDARD PLANS INDEX 520-001.
3. A DESIRED 8 FEET SHALL BE MAINTAINED BETWEEN EDGE OF TRAVEL LANE AND SIDEWALK WHERE CURB AND GUTTER DOES NOT EXIST (MINIMUM SHALL BE 4.5 FEET, UNLESS OTHERWISE APPROVED BY THE COUNTY ENGINEER).

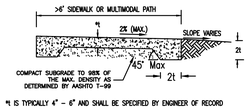
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS	DETAIL R-40
CURB & GUTTER	DATE: 12/03/19



TYPICAL SIDEWALK
N.T.S.

NOTE: FOR USE IN PARKING LOTS ONLY. SEE NOTE 1 ON MARTIN COUNTY PUBLIC WORKS STANDARD DETAILS R-40

TYPE "D" CURB & SIDEWALK COMBINATION
N.T.S.

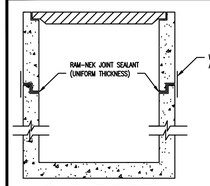


*1 IS TYPICALLY 4" - 6" AND SHALL BE SPECIFIED BY ENGINEER OF RECORD

TYPICAL MULTIMODAL PATHWAY or SIDEWALK > 6'
N.T.S.

NOTES:
1. SIDEWALK MATERIALS AND CONSTRUCTION SHOWN HEREIN SHALL BE IN ACCORDANCE WITH APPLICABLE FDOT STANDARD SPECIFICATIONS 522 AND FDOT STANDARD PLANS INDEX 522.
2. FIBER-REINFORCED CONCRETE FOR CURBS AND SIDEWALKS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS WITH A WATER TO CEMENT RATIO NOT MORE THAN 0.53 (LB/LB).
3. THICKENED EDGE SHALL CONTAIN APPLICABLE SUBGRADE COMPACTED TO 98% OF MAXIMUM DRY DENSITY (AASHTO T-99)
4. A DESIRED 8 FEET SHALL BE MAINTAINED BETWEEN EDGE OF TRAVEL LANE AND SIDEWALK WHERE CURB AND GUTTER DOES NOT EXIST (MINIMUM SHALL BE 4.5 FEET, UNLESS OTHERWISE APPROVED BY THE COUNTY ENGINEER).

MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS	DETAIL R-41
SIDEWALK	DATE: 12/03/19



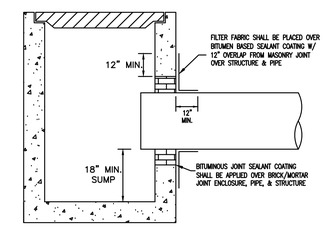
DRAINAGE INLET STRUCTURE
N.T.S.

INLET TYPE	CAST IRON	STEEL*
TYPE C	USF 6212	USF 6611
TYPE D	N/A	USF 6626
TYPE E	USF 6291	USF 6616
TYPE H	USF 6292	USF 6621

DRAINAGE INLET GRATE TYPES
*SEE NOTE #9

NOTES:
1. ALL INLET MATERIALS AND CONSTRUCTION NOT SHOWN HEREIN SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION 425 AND FDOT STANDARD PLANS INDEX SERIES 425.
2. USE OF FDOT TYPE "F" CURB INLETS AND VALLEY GUTTER INLETS SHALL ONLY BE ACCEPTABLE ON LOCAL ROADWAYS AND WITHIN PARKING AREAS.
3. USE OF FDOT TYPE "10" CURB INLETS IS NOT ACCEPTABLE AT ANY LOCATION UNLESS APPROVED BY COUNTY ENGINEER.
4. INLET SHALL BE 1-PIECE MONOLOTHIC. INLETS THAT REQUIRE TWO PIECES AS REQUIRED BY LOAD CONSTRAINTS ARE TO CONTAIN SEALED KEY WAYS WITH RAM-NEK ASPHALTIC SEALANT AND EXTERIOR JOINT SEALANT WITH WRAPOSEAL OR APPROVED EQUIVALENT. ANY PROPOSED 2-PIECE STRUCTURE SHALL BE APPROVED BY THE COUNTY ENGINEER.
5. ALL INLETS SHALL HAVE A MINIMUM SUMP OF 18", UNLESS OTHERWISE APPROVED BY THE COUNTY ENGINEER.
6. DITCH BOTTOM INLETS SHALL NOT HAVE A SEPARATED TOP SLAB UNLESS OTHERWISE APPROVED BY THE COUNTY ENGINEER.
7. ALL INLETS SHALL BE PLACED OVER DRY, FIRM AND UNYIELDING MATERIAL OR IN ACCORDANCE WITH STANDARD DETAIL R-31A TYPICAL TRENCH DETAIL.
8. DITCH BOTTOM INLETS SHALL HAVE ANGLE IRON IN THE GRATE RECESSES TO ACCOMMODATE H-20 LOADING.
9. ALL INLET GRATES SHALL BEAR TRAFFIC LOADS AND SHALL BE CAST IRON IF APPLICABLE, OTHERWISE INLET GRATES SHALL BE HOT-DIPPED GALVANIZED STEEL.

MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS	DETAIL R-50
LOCAL ROAD INLET	DATE: 12/03/19



NOTES:
1. ALL INLET MATERIALS AND CONSTRUCTION NOT SHOWN HEREIN SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION 425 AND FDOT STANDARD PLANS INDEX SERIES 425.
2. DRAINAGE STRUCTURE-PIPE CONNECTION MASONRY JOINT SHALL BE FILLED WITH MIXTURE OF APPROVED BRICK AND TYPE I AND/OR II CONCRETE MORTAR.
3. ALL MASONRY JOINT SEAL BRICK OR WALL MATERIAL UNIT SHALL BE SATURATED BEFORE GROUT SEALING.
4. ALL MASONRY JOINT CONCRETE MORTAR SHALL BE TYPE I AND/OR II PREMIXED SILICA SAND-PORTLAND CEMENT (3:1 MAX). NO MIXING OF SAND-CEMENT IS PERMITTED ON SITE UNLESS APPROVED BY THE COUNTY ENGINEER.

MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS	DETAIL R-60
PIPE - STRUCTURE CONNECTION	DATE: 12/03/19

NO.	DATE:	REVISION:	BY
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VERTICAL DATUM NAVD 88

DRAWN:	D.O.	9-23-2021
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ENGINEERING BUSINESS REGISTRY: 32664

PAVING, GRADING, AND DRAINAGE DETAILS B

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

MELISSA G. CORBETT
LICENSE
No 59292
MAR 14 2023
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SHEET NO.
8

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

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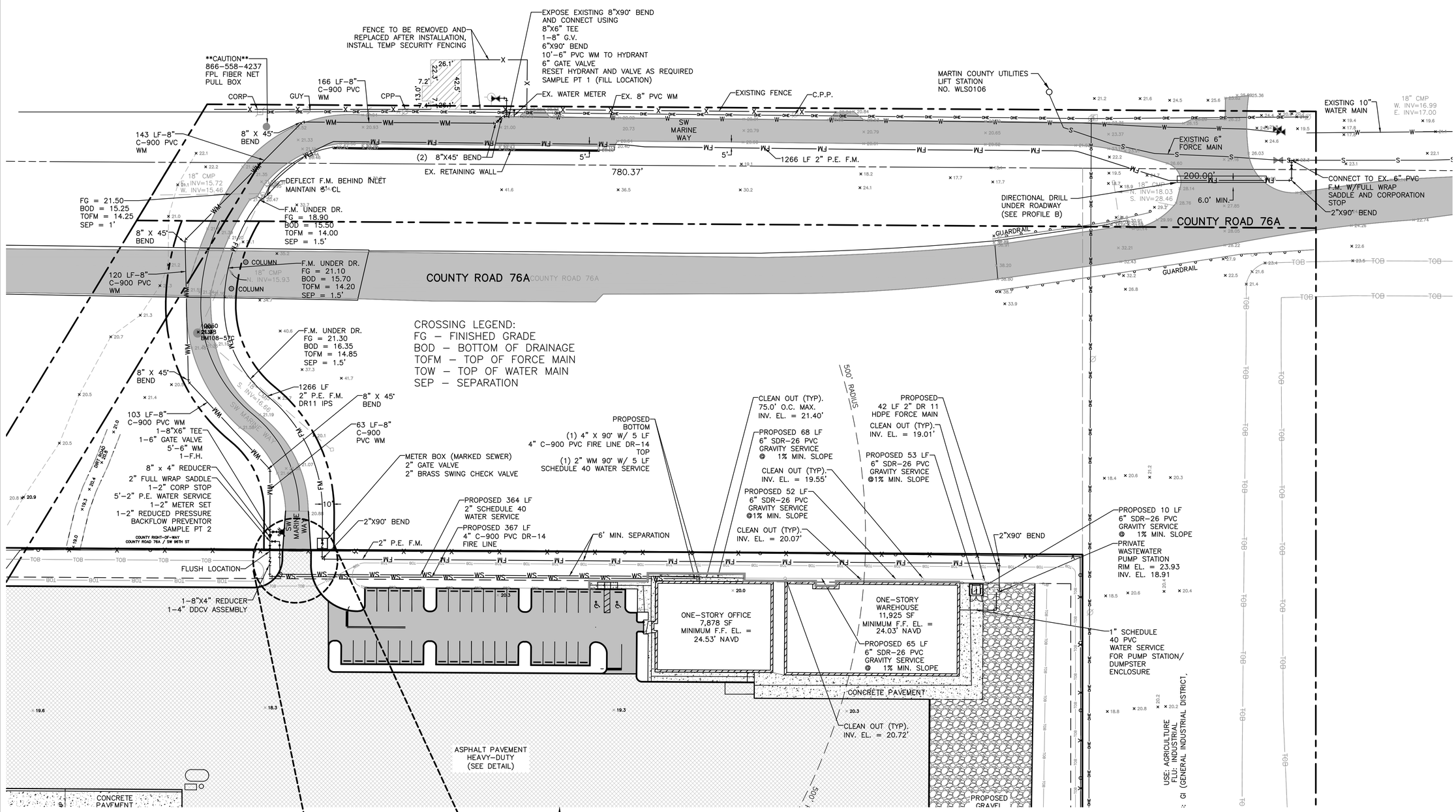

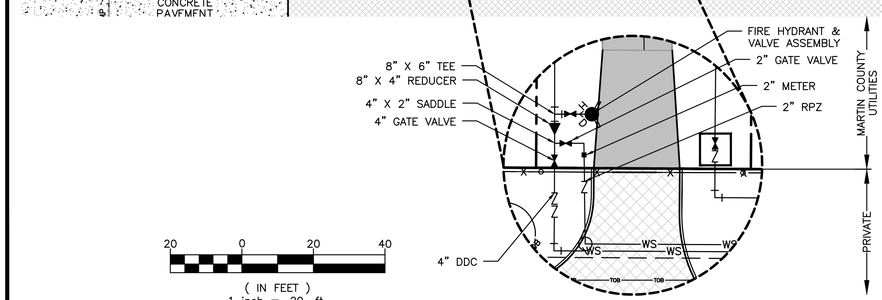

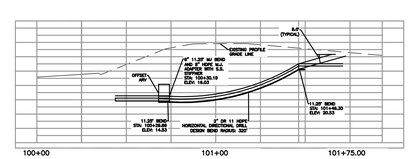

PROFILE B

NOTE:
1. CONTRACTOR TO FIELD VERIFY LOCATION SIZE AND DEPTH OF ALL EXISTING UTILITY AND DRAINAGE INFRASTRUCTURE PRIOR TO BEGINNING CONSTRUCTION.
2. ANY CHANGES TO THE FINISH FLOOR ELEVATIONS & GARAGE FLOOR ELEVATIONS (FFE/GFE) MUST BE APPROVED BY THE ENGINEER BEFORE VERTICAL CONSTRUCTION BEGINS.
3. THE FINISH FLOOR ELEVATIONS & GARAGE FLOOR ELEVATIONS (FFE/GFE) IS THE LOWEST POINT OF THE STRUCTURE. THIS INCLUDES BUT NOT LIMITED TO THE GARAGE.
4. CONTRACTOR TO NOTIFY ENGINEER/INSPECTOR 48 HOURS BEFORE ANY INSPECTION.
5. ALL COMMUNICATIONS WITH ANY OF THE MUNICIPALITIES MUST GO THROUGH THE ENGINEER'S OFFICE.

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

NO.	DATE:	REVISION:	BY
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(IN FEET) 1 inch = 40 ft.
VERTICAL DATUM NAVD 88
DRAWN: D.O. | 9-23-2021
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OFF-SITE UTILITY PLAN

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

MELISSA G. CORDELL
LICENSED
No. 59292
MAR 14 2023
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SHEET NO.
9

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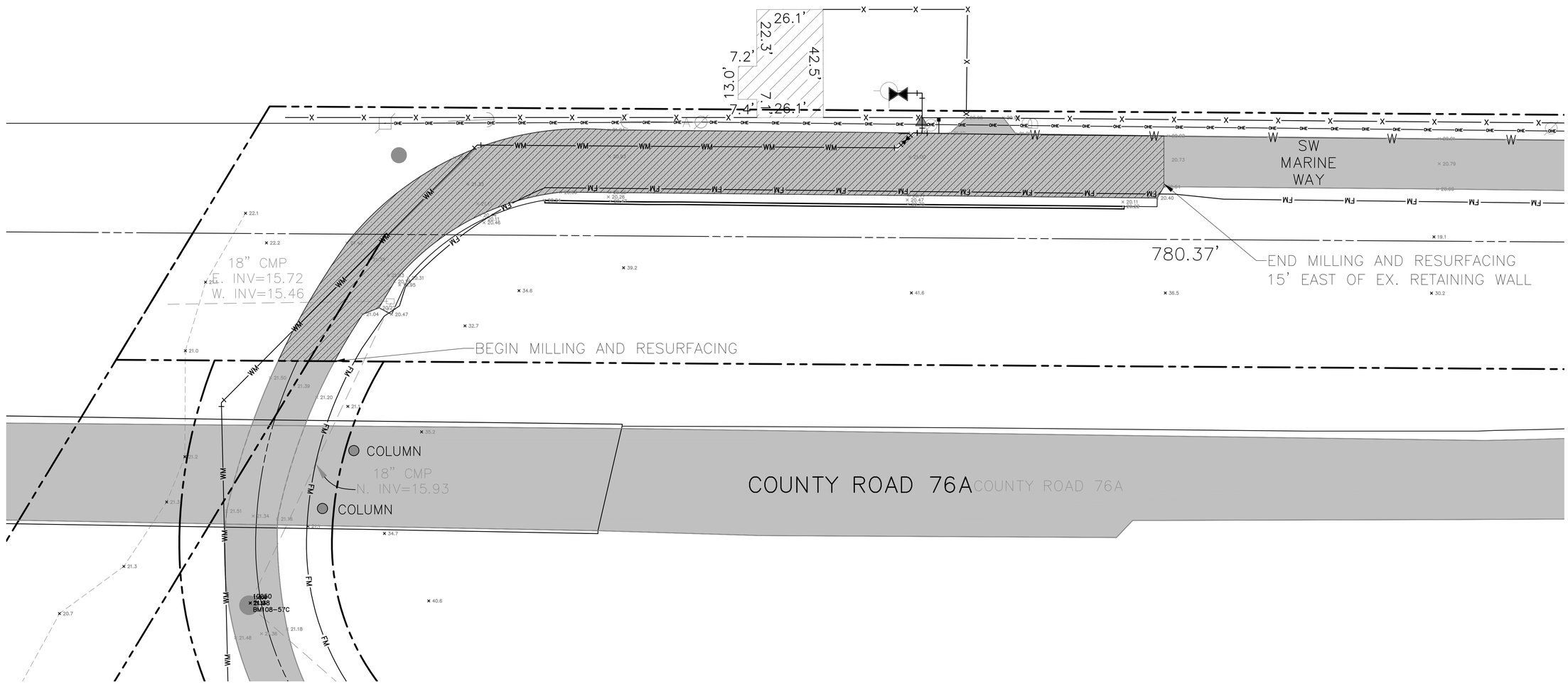

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

NO.	DATE:	REVISION:	BY
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(IN FEET)
1 inch = 20 ft.
20 0 20 40

VERTICAL DATUM NAVD 88

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ENGINEERING BUSINESS REGISTRY: 32664

OFF-SITE MILLING AND OVERLAY PLAN

FERREIRA MARINE WAY

MARTIN COUNTY, FLORIDA

MELISSA G. CORBETT
LICENSED
No 55292
MAR 14 2023
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SHEET NO.

9A

P:\FL\2011525-Ferreira_Construction\F0401-Ferreira Marine Way Site Revisions-MGC\02-CAD_Files\Marine Way\Marine Way - Standard\BASE.dwg, PRINTED BY: dowens ON Mon, Aug 28 2023

GENERAL NOTES:

FOR THE PURPOSE OF THE GENERAL NOTES BELOW, THE TERM DEPARTMENT SHALL MEAN "MARTIN COUNTY UTILITIES & SOLID WASTE DEPARTMENT".

1. ALL CONNECTIONS TO EXISTING MAINS SHALL BE OBSERVED BY THE DEPARTMENT. VALVES ON EXISTING MAINS SHALL BE OPERATED BY DEPARTMENT PERSONNEL OR UNDER THEIR DIRECT SUPERVISION. TAPPING SLEEVE AND VALVE SHALL BE PRESSURE TESTED PRIOR TO TAPPING. IF SERVICE MUST BE CUT OFF TO EXISTING CUSTOMERS, THE DEPARTMENT MUST HAVE THREE DAYS NOTICE TO MAKE NECESSARY NOTIFICATIONS. THE CONTRACTOR MAY BE REQUIRED TO ASSIST IN NOTIFICATIONS. IN THIS EVENT, CONTRACTOR SHALL BE READY TO PROCEED WITH AS MUCH MATERIAL PREASSEMBLED AS POSSIBLE AT THE SITE TO MINIMIZE THE LENGTH OF SERVICE INTERRUPTION. THE DEPARTMENT WILL POSTPONE A SERVICE CUT OFF IF THE CONTRACTOR IS NOT READY TO PROCEED ON SCHEDULE. SUCH CONNECTIONS SHALL BE MADE AT NIGHT TO MINIMIZE EFFECTS UNLESS OTHERWISE AUTHORIZED BY THE DEPARTMENT. NO CUSTOMER SHOULD BE WITHOUT SERVICE FOR MORE THAN FOUR HOURS.

LOCAL CHLORINATION WILL BE REQUIRED FOR ALL PIPE AND FITTINGS USED TO COMPLETE CONNECTIONS WITH POTABLE WATER.

2. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF MARTIN COUNTY UTILITIES MINIMUM DESIGN AND CONSTRUCTION STANDARDS, ONE COPY OF THE CONTRACT DOCUMENTS, INCLUDING PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS, AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.

3. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.

4. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHOD AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND DEPARTMENT PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

5. LOCATION OF PROPOSED FACILITIES WILL BE STAKED BY CONTRACTOR. CONTRACTOR MUST GIVE 48 HOURS NOTICE TO THE DEPARTMENT IN ADVANCE OF LAYOUT.

6. PROJECT SUPERINTENDENT: THE CONTRACTOR SHALL PROVIDE A QUALIFIED SUPERINTENDENT TO REMAIN ON THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. THE SUPERINTENDENT SHALL BE PRESENT AT THE PRE-CONSTRUCTION MEETINGS. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT BY LETTER PRIOR TO THE PRE-CONSTRUCTION MEETING APPOINTING THE SUPERINTENDENT FOR THIS PROJECT INCLUDING A FORMAL RESUME SHOWING QUALIFICATIONS. IN THE EVENT THE SUPERINTENDENT WILL NOT BE PRESENT FOR ANY PERIOD OF TIME DURING CONTRACT WORK THE CONTRACTOR SHALL PROVIDE 48 HOURS NOTICE IN WRITING TO THE DEPARTMENT, INCLUDING THE APPOINTMENT OF A QUALIFIED REPLACEMENT SUPERINTENDENT WHO WILL BE PRESENT DURING THE CONSTRUCTION. WORK SHALL NOT BE ALLOWED TO PROCEED UNLESS THE ASSIGNED SUPERINTENDENT IS PRESENT.

7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE HIS COMPLETE FAMILIARITY WITH THE PROJECT SITE AND COMPONENTS TO INCLUDE SUBSURFACE CONDITIONS OF SOIL AND GROUNDWATER TABLE.

WARNING: EXACT LOCATION OF UNDERGROUND UTILITIES IS NOT KNOWN NOR IS THIS DRAWING TO BE CONSTRUED AS DEPICTING THE LOCATION OF ALL UNDERGROUND UTILITIES OR STRUCTURES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINATION OF LOCATION PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR IS RESPONSIBLE, THEREFORE, FOR ALL DAMAGE AND REPAIR COSTS.

MARTIN COUNTY CONSTRUCTION STANDARDS & DETAILS

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8. DENSITY TESTS OF TRENCH BACKFILL MATERIAL SHALL BE REQUIRED AT INTERVALS OF NOT MORE THAN 500 FEET. DENSITY TESTS OF PAVEMENT OPEN-CUT AREAS INCLUDING ROADS, TURNLANES, AND DRIVES SHALL BE REQUIRED AT EACH OPEN-CUT AT INTERVALS OF NOT MORE THAN 50 FEET. ALL TESTS SHALL COMMENCE AT THE TOP OF CONDUIT AND EVERY 12 INCHES TO THE FINISH GRADE. COMPACTION SHALL BE IN ACCORDANCE WITH MARTIN COUNTY UTILITIES CONSTRUCTION STANDARDS "TYPICAL TRENCH DETAIL" AND "FLEXIBLE PAVEMENT REPLACEMENT DETAIL". FLORIDA BEARING TESTS FOR THE STABILITY OF EXISTING SUBSOIL SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 500 FEET, AND CLOSER AS MIGHT BE NECESSARY IN THE EVENT OF VARIATIONS IN THE STRATA. A CERTIFIED COPY OF THE TESTS SHALL BE PROVIDED TO THE DEPARTMENT AND THE FLORIDA DEPARTMENT OF TRANSPORTATION OR MARTIN COUNTY ENGINEERING DEPARTMENT DEPENDING ON JURISDICTION. CONTRACTORS BID PRICE SHALL INCLUDE PAYMENT FOR ALL TESTS CONDUCTED BY AN INDEPENDENT TESTING LAB.

9. ANY LANDSCAPING DISTURBED, UNLESS OTHERWISE SHOWN ON THE PLANS, SHALL BE REPLACED BY THE CONTRACTOR TO THE SATISFACTION OF THE DEPARTMENT AT THE CONTRACTORS EXPENSE.

10. ANY SIDEWALK, CURB AND GUTTER OR PAVEMENT DISTURBED, UNLESS OTHERWISE SHOWN ON PLANS, SHALL BE REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. UNLESS OTHERWISE SPECIFIED OR INDICATED, ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 psi AT 28 DAYS AND ALL CONCRETE WORK SHALL COMPLY WITH THE CURRENT EDITION OF THE AMERICAN CONCRETE INSTITUTE (ACI) BUILDING CODE AND THE APPLICABLE BUILDING CODES HAVING JURISDICTION IN THE AREA. ALL CONSTRUCTION SHALL MEET ADA REQUIREMENTS. THIS INCLUDES, BUT IS NOT LIMITED TO, DETECTABLE WARNING SURFACES.

11. ALL SOD IS TO BE PLACED FOR THE FULL WIDTH DISTURBED AT THE PER LINEAR FOOT UNIT PRICE FOR SOD. SOD SHALL BE REPLACED TO MATCH EXISTING KIND UNLESS OTHERWISE SHOWN ON PLANS.

12. CONTRACTOR SHALL PROVIDE PROPER BENDS TO MAINTAIN REQUIRED DEPTH AND ALIGNMENT OF PIPE. COST OF BENDS NOT DESIGNATED ON PLANS SHALL BE INCLUDED WITH THE UNIT PRICE FOR PIPE.

13. ANY TREES AND/OR SCRUB OR OTHER VEGETATION NOT TO BE REPLACED SHALL BE REMOVED FROM THE PROJECT AT THE CONTRACTOR'S EXPENSE.

14. ALL RUBBLE AND UNSUITABLE MATERIAL MUST BE REMOVED FROM THE PROJECT AND DISPOSED OF PROPERLY BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

15. MAILBOXES MUST BE CAPABLE OF RECEIVING MAIL AT ALL TIMES.

16. DEFLECT PIPE AS NECESSARY TO OBTAIN THE REQUIRED ALIGNMENT. USE APPROPRIATE FITTINGS WHEN DEFLECTION EXCEEDS 75% OF MANUFACTURER'S RECOMMENDED MAXIMUM DEFLECTION.

17. ALL FITTINGS SHALL BE MECHANICALLY RESTRAINED. REFER TO MARTIN COUNTY UTILITIES DEPARTMENT MINIMUM DESIGN & CONSTRUCTION STANDARDS (LATEST EDITION).

18. ALL CONSTRUCTION DEWATERING (WELL POINTS, SUMPS, ETC.) WILL REQUIRE A DEWATERING PERMIT FROM SOUTH FLORIDA WATER MANAGEMENT DISTRICT. THIS SHALL BE OBTAINED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE PRIOR TO BEGINNING OF CONSTRUCTION.

19. THE "TRENCH SAFETY ACT" SHALL BE INCORPORATED INTO THIS CONTRACT AS ENACTED BY THE LEGISLATURE OF THE STATE OF FLORIDA TO BE IN EFFECT AS OF OCTOBER 1, 1990.

20. A U-2 PERMIT IS REQUIRED FOR ALL WORK WITHIN COUNTY RIGHT-OF-WAY. THIS PERMIT MUST BE OBTAINED BY THE CONTRACTOR FROM THE MARTIN COUNTY ENGINEERING DEPARTMENT. ALL COSTS PAYABLE BY THE CONTRACTOR. A COPY OF THIS PERMIT MUST BE MAINTAINED ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.

21. ALL CONCRETE AND ASPHALT DRIVES MUST BE REPLACED FROM SAW CUT TO EDGE OF PAVEMENT.

MARTIN COUNTY CONSTRUCTION STANDARDS & DETAILS

REVISION		DWG No.
AUGUST 2016	GENERAL NOTES, SPECIFICATIONS AND SEPARATION STATEMENT	1B

GENERAL NOTES (Cont.):

22. LOCATIONS OF FIRE HYDRANTS AND AIR RELEASE VALVES ARE APPROXIMATE ONLY. FINAL LOCATIONS WILL BE DETERMINED BY DEPARTMENT PERSONNEL IN FIELD.

23. MAXIMUM LENGTH OF WATER MAIN AND FORCE MAIN PRESSURE TEST SHALL BE 1500 FEET. WATER SOURCE FOR FLUSHING, FILLING AND PRESSURE TESTING THE WATER MAIN SHALL BE FROM A TREATED SOURCE APPROVED BY THE DEPARTMENT.

24. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION AND RESTORATION (IF DAMAGED) OF ALL EXISTING STRUCTURES WITHIN THE CONSTRUCTION LIMITS OF THE PROJECT, INCLUDING BUT NOT LIMITED TO WALLS, FENCES, POWER POLES, MAIL BOXES, DRAINAGE PIPES AND STRUCTURES, ETC.

25. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING WATER SERVICES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROTECT THE EXISTING WATER SERVICES FROM DAMAGE AND REPAIR ANY BREAKS IMMEDIATELY.

26. "RECORD DRAWINGS" SHALL INCLUDE FURNISHING MARTIN COUNTY UTILITIES DEPARTMENT WITH ALL INFORMATION NECESSARY FOR A COMPLETE SET OF RECORD DRAWINGS AS STIPULATED IN THE MARTIN COUNTY UTILITIES DEPARTMENT MINIMUM DESIGN AND CONSTRUCTION STANDARDS (LATEST EDITION).

27. MECHANICALLY RESTRAIN LENGTHS, AS INDICATED ON DRAWING No. 20, ON EACH SIDE OF ALL BENDS AND AS INSTRUCTED IN MARTIN COUNTY UTILITIES DEPARTMENT SPECIFICATIONS. MECHANICAL RESTRAINTS SHALL BE EITHER MEG-A-LUG, TYLER OR UNIFLANGE. THE CONTRACTORS BID PRICE FOR PIPE, GATE VALVES AND FITTINGS SHALL INCLUDE MECHANICAL RESTRAINT.

28. THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL SUPPORT UTILITIES AND SHORE TRENCH AS REQUIRED TO PROTECT AND MAINTAIN EXISTING UTILITIES. THE CONTRACTOR SHALL NOTIFY EACH UTILITY PRIOR TO ATTEMPTING TO SUPPORT THEIR FACILITIES. IF THE UTILITY REQUIRES THAT ONLY THEIR CREWS SHALL BE ALLOWED TO SUPPORT THEIR FACILITIES, THEN IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COORDINATE WORK AND PAY THE UTILITY FOR THEIR EXPENSES IF REQUIRED. ALL COSTS FOR THIS WORK SHALL BE AT THE CONTRACTORS EXPENSE AND INCLUDED IN THE CONTRACTORS BID PRICE.

29. ALL PRESSURE TESTS SHALL BE IN ACCORDANCE WITH AWWA STANDARDS.

30. AIR RELEASE VALVE VAULT COVERS SHALL BE CONSTRUCTED PER DETAIL AS SHOWN IN THE DEPARTMENTS MINIMUM DESIGN AND CONSTRUCTION STANDARDS.

31. ALL WATER SERVICES SHALL BE DIRECTIONALLY DRILLED UNDER EXISTING PAVEMENT.

32. VALVE STEM RISER SHALL BE REQUIRED WHERE OPERATING NUT DEPTH EXCEEDS 4 FEET. THE RISER SHALL BE BOLTED TO THE VALVE NUT. METHOD AND MATERIALS SHALL BE APPROVED BY THE DEPARTMENT. COST FOR THIS WORK SHALL BE INCLUDED IN THE CONTRACTORS BID UNIT PRICE FOR GATE VALVES.

33. THE CONTRACTOR SHALL CLEAN MAINS USING APPROVED POLYURETHANE PIG(S). TEMPORARY CLEANING STATIONS SHALL BE CONSTRUCTED BY THE CONTRACTOR. THE CONTRACTOR SHALL PROVIDE A CLEANING PLAN SHOWING METHOD OF FILLING AND CLEANING MAINS PRIOR TO START OF CONSTRUCTION. THE CLEANING PLAN SHALL BE APPROVED BY THE DEPARTMENT PRIOR TO CONSTRUCTION. ALL COSTS FOR FILLING AND CLEANING SHALL BE AT THE CONTRACTORS EXPENSE.

34. A FLORIDA DEPARTMENT OF TRANSPORTATION PERMIT IS REQUIRED FOR ALL WORK, EXCEPT PERPENDICULAR CONNECTIONS, WITHIN THE STATE RIGHT-OF-WAY. A COPY OF THIS PERMIT MUST BE MAINTAINED ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.

35. THE CONTRACTOR SHALL INSTALL TESTING POINTS FOR PRESSURE & BACTERIOLOGICAL TESTING OF WATER MAINS. THE CONTRACTOR SHALL INSTALL AND REMOVE AND PLUG CORP. STOPS PER MARTIN COUNTY UTILITIES STANDARDS "SAMPLE POINT DETAIL". THE LOCATION OF TEST POINTS SHALL BE APPROVED BY THE DEPARTMENT.

MARTIN COUNTY CONSTRUCTION STANDARDS & DETAILS

REVISION		DWG No.
AUGUST 2016	GENERAL NOTES, SPECIFICATIONS AND SEPARATION STATEMENT	1C

GENERAL NOTES (Cont.):

36. WATER MAIN DISINFECTION SHALL BE IN ACCORDANCE WITH CURRENT AWWA, BULLETIN C-651.

37. WATER MAINS AND APPURTENANCES SHALL BE IN ACCORDANCE WITH CURRENT AWWA, FDEP AND NSF STANDARDS.

38. MINIMUM COVER TO FINISHED GRADE OVER WATER MAINS SHALL BE 30 INCHES UP TO 8" DIAMETER; 10" OR LARGER SHALL HAVE 36" COVER OR GREATER TO PROVIDE A MINIMUM 18" COVER OVER OPERATING NUT OF GATE VALVES.

39. ALL MAINS SHALL BE TESTED FOR LEAKAGE. WATER SHALL BE SUPPLIED TO THE MAIN AND PUMPED TO THE REQUIRED 150 PSI PRESSURE. THE MAIN TESTED SHALL EITHER BE ISOLATED FROM PRESENTLY POTABLE LINES OR PROTECTED FROM LEAKAGE BY A DOUBLE VALVE ARRANGEMENT.

40. NEWLY CONSTRUCTED FIRE HYDRANTS THROUGHOUT THE PROJECT SHALL HAVE A RED "OUT OF SERVICE" DISK (JOSEPH G. POLLARD CO. OR EQUAL) ATTACHED TO 4" PUMPER NOZZLE CAP. DISK TO BE REMOVED AFTER WATER SYSTEM HAS BEEN APPROVED FOR SERVICE BY THE DEPARTMENT.

THE DEPARTMENT SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF ANY TESTING PROCEDURES. AFTER FLUSHING IS COMPLETED, LINE PRESSURE SHALL BE APPLIED TO THE WATER SYSTEM TO DETERMINE IF ANY MAJOR DEFECTS ARE PRESENT. THE COMPLETE WATER SYSTEM SHALL THEN BE TESTED AT A PRESSURE OF 150 PSI FOR A PERIOD OF NOT LESS THAN TWO HOURS. THE DEPARTMENT MAY, AT ITS DISCRETION, INCREASE THE PERIOD TO FOUR HOURS. MAXIMUM LENGTH OF LINE TO BE TESTED AT ONE TIME SHALL NOT EXCEED 1500 LINEAR FEET. AN OIL FILLED PRESSURE GAUGE UP TO 200 PSI AT 2 POUND INCREMENTS SHALL BE USED FOR ALL PRESSURE TESTS. NO VISIBLE MOVEMENT OF THE SYSTEM SHALL OCCUR AND LEAKAGE SHALL NOT EXCEED:

$$L=\frac{ND\sqrt{P}}{7400} \text{ PER HOUR}$$

WHERE: L= LEAKAGE IN GALLONS
N= NUMBER OF JOINTS IN TEST SECTION
P= TEST PRESSURE IN PSI.
D= DIAMETER OF PIPE IN INCHES

NOTE: MARTIN COUNTY UTILITIES DEPARTMENT'S MINIMUM DESIGN AND CONSTRUCTION STANDARDS (LATEST EDITION), ARE TO BE ADHERED TO AND WILL BE ENFORCED TO AT LEAST THESE MINIMUM STANDARDS.

48 HOURS BEFORE DIGGING
CALL TOLL-FREE
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC
UNDERGROUND UTILITIES NOTIFICATION CENTER

MARTIN COUNTY CONSTRUCTION STANDARDS & DETAILS

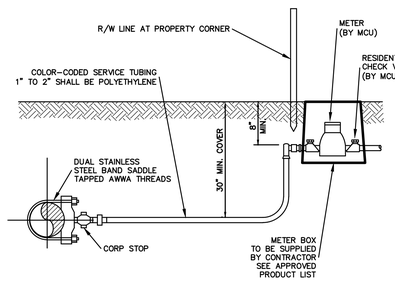
REVISION		DWG No.
AUGUST 2016	GENERAL NOTES, SPECIFICATIONS AND SEPARATION STATEMENT	1D

STANDARD WATER/SEWER SEPARATION STATEMENT

62-555.314 Location of Public Water System Mains.
For the purpose of this section, the phrase 'water mains' shall mean mains, including treatment plant process piping, conveying either raw, partially treated, or finished drinking water; fire hydrant leads; and service lines that are under the control of a public water system and that have an inside diameter of three inches or greater.
(1) Horizontal Separation Between Underground Water Mains and Sanitary or Storm Sewers, Wastewater or Stormwater Force Mains, Reclaimed Water Pipelines, and On-Site Sewage Treatment and Disposal Systems.
(a) New or relocated, underground water mains shall be laid to provide a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed storm sewer, Stormwater force main, or pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
(b) New or relocated, underground water mains shall be laid to provide a horizontal distance of at least three feet, and preferably ten feet, between the outside of the water main and the outside of any existing or proposed vacuum-type sanitary sewer.
(c) New or relocated, underground water mains shall be laid to provide a horizontal distance of at least six feet, and preferably ten feet, between the outside of the water main and the outside of any existing or proposed gravity- or pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C. The minimum horizontal separation distance between water mains and gravity-type sanitary sewers shall be reduced to three feet where the bottom of the water main is laid at least six inches above the top of the sewer.
(d) New or relocated, underground water mains shall be laid to provide a horizontal distance of at least ten feet between the outside of the water main and the outside of any existing or proposed 'on-site sewage treatment and disposal system' as defined in Section 381.0065(3), F.S., and Rule 64E-6.002, F.A.C.
(2) Vertical Separation Between Underground Water Mains and Sanitary or Storm Sewers, Wastewater or Stormwater Force Mains, and Reclaimed Water Pipelines.
(a) New or relocated, underground water mains crossing any existing or proposed gravity- or vacuum-type sanitary sewer or storm sewer shall be laid so the outside of the water main is at least six inches, and preferably 12 inches, above or at least 12 inches below the outside of the other pipeline. However, it is preferable to lay the water main above the other pipeline.
(b) New or relocated, underground water mains crossing any existing or proposed pressure-type sanitary sewer, wastewater or stormwater force main, or pipeline conveying reclaimed water shall be laid so the outside of the water main is at least 12 inches above or below the outside of the other pipeline. However, it is preferable to lay the water main above the other pipeline.
(c) At the utility crossings described in paragraphs (a) and (b) above, one full length of water main pipe shall be centered above or below the other pipeline so the water main joints will be as far as possible from the other pipeline. Alternatively, at such crossings, the pipes shall be arranged so that all water main joints are at least three feet from all joints in vacuum-type sanitary sewers, storm sewers, stormwater force mains, or pipelines conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., and at least six feet from all joints in gravity- or pressure-type sanitary sewers, wastewater force mains, or pipelines conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.
(3) Separation Between Water Mains and Sanitary or Storm Sewer Manholes.
(a) No water main shall pass through, or come into contact with, any part of a sanitary sewer manhole.
(b) Effective August 28, 2003, water mains shall not be constructed or altered to pass through, or come into contact with, any part of a storm sewer manhole or inlet structure. Where it is not technically feasible or economically sensible to comply with this requirement (i.e., where there is a conflict in the routing of a water main and a storm sewer and where alternative routing of the water main or the storm sewer is not technically feasible or is not economically sensible), the Department shall allow exceptions to this requirement (i.e., the Department shall allow construction of conflict manholes), but suppliers of water or persons proposing to construct conflict manholes must first obtain a specific permit from the Department in accordance with Part V of this chapter and must provide in the preliminary design report or drawings, specifications, and design data accompanying their permit application the following information:
1. Technical or economic justification for each conflict manhole.
2. A statement identifying the party responsible for maintaining each conflict manhole.
3. Assurance of compliance with the design and construction requirements in sub-subparagraphs a. through d. below.
a. Each water main passing through a conflict manhole shall have a flexible, watertight joint on each side of the manhole to accommodate differential settling between the main and the manhole.
b. Within each conflict manhole, the water main passing through the manhole shall be installed in a watertight casing pipe having high impact strength (i.e., having an impact strength at least equal to that of 0.25-inch-thick ductile iron pipe).
c. Each conflict manhole shall have an access opening, and shall be sized, to allow for easy cleaning of the manhole.
d. Gratings shall be installed at all storm sewer inlets upstream of each conflict manhole to prevent large objects from entering the manhole.
(4) Separation Between Fire Hydrant Drains and Sanitary or Storm Sewers, Wastewater or Stormwater Force Mains, Reclaimed Water Pipelines, and On-Site Sewage Treatment and Disposal Systems. New or relocated fire hydrants with underground drains shall be located so that the drains are at least three feet from any existing or proposed storm sewer, stormwater force main, or pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C.; at least three feet, and preferably ten feet, from any existing or proposed vacuum-type sanitary sewer; at least six feet, and preferably ten feet, from any existing or proposed gravity- or pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.; and at least ten feet from any existing or proposed 'on-site sewage treatment and disposal system' as defined in Section 381.0065(3), F.S., and Rule 64E-6.002, F.A.C.
(5) Exceptions. Where it is not technically feasible or economically sensible to comply with the requirements in subsection (1) or (2) above, the Department may allow exceptions to the requirements if suppliers of water or construction permit applicants provide technical or economic justification for the exception and provide alternative construction features that afford a similar level of reliability and public health protection. Acceptable alternative construction features include the following:
(a) Where an underground water main is being laid less than the required minimum horizontal distance from another pipeline and where an underground water main is crossing another pipeline and joints in the water main are being located less than the required minimum distance from joints in the other pipeline:
1. Use of pressure-rated pipe conforming to the American Water Works Association standards incorporated into Rule 62-555.330, F.A.C., for the other pipeline if it is a gravity- or vacuum-type pipeline;
2. Use of welded, fused, or otherwise restrained joints for either the water main or the other pipeline; or
3. Use of watertight casing pipe or concrete encasement at least four inches thick for either the water main or the other pipeline.
(b) Where an underground water main is being laid less than three feet horizontally from another pipeline and where an underground water main is crossing another pipeline and is being laid less than the required minimum vertical distance from the other pipeline:
1. Use of pipe, or casing pipe, having high impact strength (i.e., having an impact strength at least equal to that of 0.25-inch-thick ductile iron pipe) or concrete encasement at least four inches thick for the water main; and
2. Use of pipe, or casing pipe, having high impact strength (i.e., having an impact strength at least equal to that of 0.25-inch-thick ductile iron pipe) or concrete encasement at least four inches thick for the other pipeline if it is new and is conveying wastewater or reclaimed water.

MARTIN COUNTY CONSTRUCTION STANDARDS & DETAILS

REVISION		DWG No.
AUGUST 2016	GENERAL NOTES, SPECIFICATIONS AND SEPARATION STATEMENT	1E

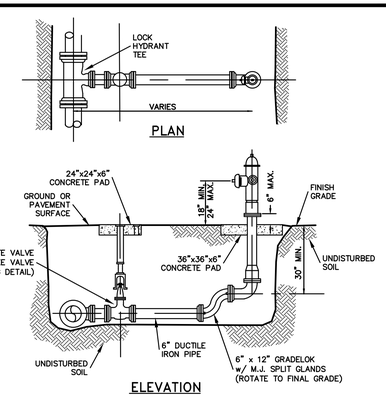


NOTES:

1. MIN. SERVICE LINES SHALL BE AS FOLLOWS: 1" FOR SINGLE AND DOUBLE SERVICES WHERE METER SIZE IS 5/8"; 2" FOR SINGLE AND DOUBLE SERVICES WHERE METER SIZE IS 1".
2. COMPRESSION FITTINGS SHALL BE SUITABLE FOR TUBING USED AND REQUIRE METAL (S.S.) INSERTS.
3. DOUBLE SERVICES REQUIRE "U" BRANCH WITH ANGLE CURB STOPS.
4. POLYETHYLENE SHALL BE AS DEFINED BY A.S.T.M. D2737 SDR9 COPPER TUBE SIZE (CTS) AND A.W.W.A. 901, LATEST EDITION, AND BE PRESSURE RATED FOR 200 PSI AND SHALL BE "ENDOPURE" BY ENDOT INDUSTRIES, INC., ROCKAWAY, N.J., OR APPROVED EQUAL.
5. TUBING SHALL BE MARKED WITH SIZE, MANUFACTURERS NAME, WORKING PRESSURE, NATIONAL SANITATION FOUNDATION APPROVAL, A.S.T.M. SPECIFICATION AND PRODUCTION CODE. TUBING SHALL HAVE AN OUTSIDE DIAMETER EQUIVALENT TO THE OUTER DIAMETER OF COPPER TUBING.
6. SERVICE LOCATOR WIRE SHALL BE LAID IN THE TRENCH WITH ALL SERVICES, CONNECTED TO THE MAIN WIRE AND WRAPPED AROUND THE SERVICE PIPING OR TUBING. WIRE FOR POTABLE WATER SHALL BE BLUE IN COLOR.

MARTIN COUNTY CONSTRUCTION STANDARDS & DETAILS

REVISION		DWG No.
AUGUST 2016	SERVICE CONNECTION DETAIL 5/8" OR 1" METER	2

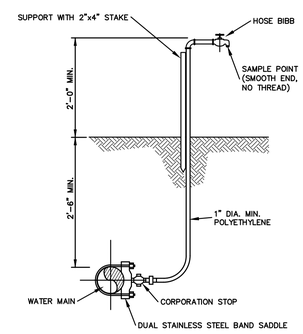


NOTES:

1. HYDRANTS SHALL BE INSTALLED PLUMB AND TRUE.
2. VALVES SHALL BE PLACED ADJACENT TO MAIN, AND TIED TO TEE.
3. ANCHOR TEES ARE REQUIRED.
4. ALL HYDRANTS SHALL BE TEE'D OFF OF MAIN.
5. HYDRANTS SHALL NOT BE PLACED IN SIDEWALK, ROADWAYS OR BIKEPATHS.
6. PIPE FROM VALVE TO HYDRANT SHALL BE RESTRAINED.
7. HYDRANT BARREL AND BONNET COLOR TO BE OSHA YELLOW.
8. THE CONNECTOR PIPE SHALL BE CEMENT LINED DUCTILE IRON, CLASS 350 AND POSITIONED BETWEEN THE FIRE HYDRANT AND GATE VALVE.
9. THE CONNECTOR PIPE SHALL HAVE AN ANCHORING FEATURE AT BOTH ENDS SO THAT WHEN USED WITH M.J. SPLIT GLANDS A RESTRAINED JOINT IS PROVIDED.
10. HYDRANT EXTENSIONS SHALL NOT BE ALLOWED.
11. NEWLY CONSTRUCTED FIRE HYDRANTS THROUGHOUT THE PROJECT SHALL HAVE A RED "OUT OF SERVICE" DISK (JOSEPH G. POLLARD CO. OR EQUAL) ATTACHED TO 4" PUMPER NOZZLE CAP. DISK TO BE REMOVED AFTER WATER SYSTEM HAS BEEN APPROVED FOR SERVICE BY THE DEPARTMENT.
12. A MAXIMUM OF 20 FEET OF HORIZONTAL PIPE SHALL TYPICALLY BE INSTALLED BETWEEN THE 6" GATE VALVE AT THE WATER MAIN AND THE HYDRANT. IF IT IS NECESSARY TO INSTALL MORE THAN 20 FEET OF HORIZONTAL PIPE, AN ADDITIONAL 6" GATE VALVE MILL BE REQUIRED AT THE HYDRANT LOCATION.

MARTIN COUNTY CONSTRUCTION STANDARDS & DETAILS

REVISION		DWG No.
AUGUST 2016	FIRE HYDRANT INSTALLATION DETAIL AND NOTES	7



NOTES:

1. SAMPLE POINT SHOULD BE A SERVICE LINE.
2. AFTER SAMPLING IS COMPLETED AND APPROVED, SHUT OFF CORP. STOP, REMOVE TUBING, PLUG WITH BRASS PLUG AND LOCATE FOR RECORD DRAWINGS.
3. MOUNT METAL OR PLASTIC TAG INDICATING "SAMPLE POINT – DO NOT TURN OFF"

MARTIN COUNTY CONSTRUCTION STANDARDS & DETAILS

REVISION		DWG No.
AUGUST 2016	SAMPLE POINT DETAIL	9

NO.	DATE:	REVISION:	BY
1			
2			
3			
4			
5			
6			
7			
8			

VERTICAL DATUM NAVD 88
DRAWN: D.O. 9-23-2021
PROJECT: F0401
FILE: BASE.dwg

THE MILCOR GROUP, INC.
A DIVISION OF:
HALEY WARD
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WWW.HALEYWARD.COM
ENGINEERING BUSINESS REGISTRY: 32664

UTILITY DETAILS A

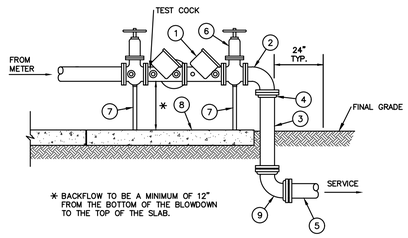
FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

MELISSA G. CORBETT
LICENSE No. 59292
MAR 14 2023
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SHEET NO.
10

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

P:\FL\2011525-Ferreira_Construction\F0401-Ferreira Marine Way Site Revisions-MGC\02-CAD_Files\Marine Way\Marine Way - Standard\BASE.dwg, PRINTED BY: dowens ON Mon, Aug 28 2023



MATERIAL

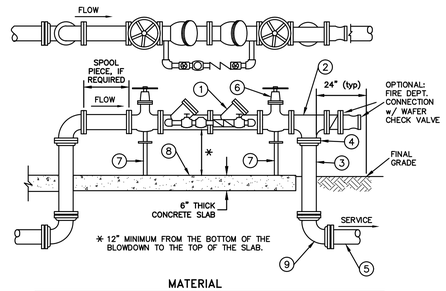
ITEM	QUANT.	DESCRIPTION
1	1	3", 4", 6", 8" VALVE, O.C. BACKFLOW PREVENTER
2	2	4", 6", 8" BEND – 90° (FLANGE–FLANGE)
3	*	4", 6", 8" PIPE, DUCTILE IRON (CLASS 350)
4	2	4", 6", 8" ADAPTER, FLANGE, D.I.P.
5	2	4", 6", 8" PIPE, P.V.C. (DR–18)
6	2	3", 4", 6", 8" GATE VALVE, C.I., (FLANGE–FLANGE)
7	2	ADJUSTABLE PIPE SUPPORTS (316 SS)
8	1	6" CONCRETE SLAB
9	2	BEND – 90° (MJ–MJ)

NOTES:

1. FIELD ADJUST AND CUT ITEM 3 TO PROPER LENGTH. THIS TYPE OF CONSTRUCTION IS DESIGNED FOR LIMITED WORKING AREA.
2. ALL EXPOSED DUCTILE IRON PIPES AND FITTINGS SHALL BE PAINTED "BLUE". PAINT SPECIFICATIONS MUST BE SUBMITTED TO MARTIN COUNTY UTILITIES PRIOR TO APPLICATION.
3. FOR 3" BACKFLOW ASSEMBLY, USE 4" D.I. PIPE WITH 4"x3" REDUCER WITH FLANGED ENDS ON BOTH SIDES OF THE BACKFLOW ASSEMBLY.

MARTIN COUNTY CONSTRUCTION STANDARDS & DETAILS

REVISION		DWG No.
AUGUST 2016	REDUCED PRESSURE BACKFLOW PREVENTER SINGLE SERVICE (3" OR LARGER–90° ELL)	16



MATERIAL

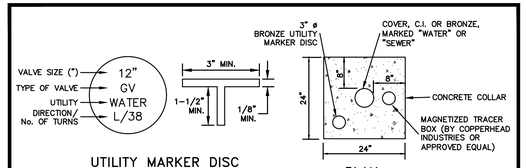
ITEM	QUANT.	DESCRIPTION
1	1	2", 4", 6", 8" DOUBLE CHECK DETECTOR BACKFLOW PREVENTER
2	2	2", 4", 6", 8" TEE (FLANGE–FLANGE)
3	*	2", 4", 6", 8" PIPE, DUCTILE IRON (CLASS 350)
4	2	2", 4", 6", 8" ADAPTER, FLANGE, D.I.P.
5	2	2", 4", 6", 8" PIPE
6	2	2", 4", 6", 8" GATE VALVE, C.I., (FLANGE–FLANGE) OS&Y
7	2	ADJUSTABLE PIPE SUPPORTS (316 SS)
8	1	6" CONCRETE SLAB
9	3	BEND – 90° (MJ–MJ)

NOTES:

1. FIELD ADJUST AND CUT ITEM 3 TO PROPER LENGTH. THIS TYPE OF CONSTRUCTION IS DESIGNED FOR LIMITED WORKING AREA.
2. ALL EXPOSED DUCTILE IRON PIPES AND FITTINGS SHALL BE PAINTED "RED". PAINT SPECIFICATIONS MUST BE SUBMITTED TO MARTIN COUNTY UTILITIES PRIOR TO APPLICATION.
3. DETECTOR METER SHALL READ IN GALLONS AND SHALL BE 5/8" NEPTUNE MAGNETIC DRIVE, MODEL T–10.

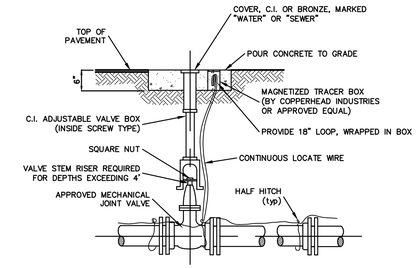
MARTIN COUNTY CONSTRUCTION STANDARDS & DETAILS

REVISION		DWG No.
AUGUST 2016	FIRE LINE DOUBLE CHECK DETECTOR ASSEMBLY	17



UTILITY MARKER DISC

PLAN



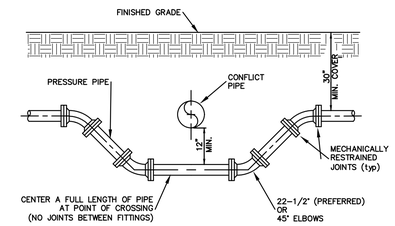
ELEVATION

NOTES:

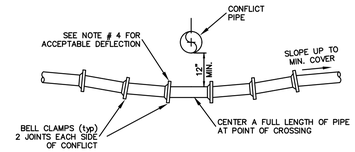
1. A LOCATION BALL (3M EMS BALL MARKERS; WATER/BLUE, MODEL No. 1403–XR; SEWER/GREEN, MODEL No. 1404–XR OR EQUAL) SHALL BE INSTALLED AT EACH FITTING AND/OR EVERY 100 FEET OF SEPARATION.
2. FOR DEEP VALVE INSTALLATIONS, A 6" C–900 PVC EXTENSION MAY BE USED TO BRING VALVE BOX TO GRADE.

MARTIN COUNTY CONSTRUCTION STANDARDS & DETAILS

REVISION		DWG No.
AUGUST 2016	VALVE SETTING DETAIL	18



FITTING TYPE



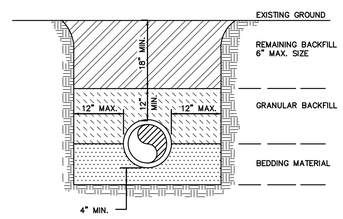
DEFLECTION TYPE

NOTES:

1. THESE METHODS ARE TO BE USED WHEN INSUFFICIENT COVER EXISTS TO ALLOW PRESSURE PIPE TO CROSS ABOVE CONFLICT PIPE WITH 6" VERTICAL SEPARATION AND MAINTAIN REQUIRED COVER TO FINISHED GRADE.
2. FITTINGS SHALL BE RESTRAINED WITH RETAINER GLANDS.
3. THE DEFLECTION TYPE CROSSING IS PREFERRED.
4. DO NOT EXCEED 50% OF MANUFACTURER'S RECOMMENDED MAXIMUM JOINT DEFLECTION.

MARTIN COUNTY CONSTRUCTION STANDARDS & DETAILS

REVISION		DWG No.
AUGUST 2016	PRESSURE PIPE CONFLICT DETAIL	20

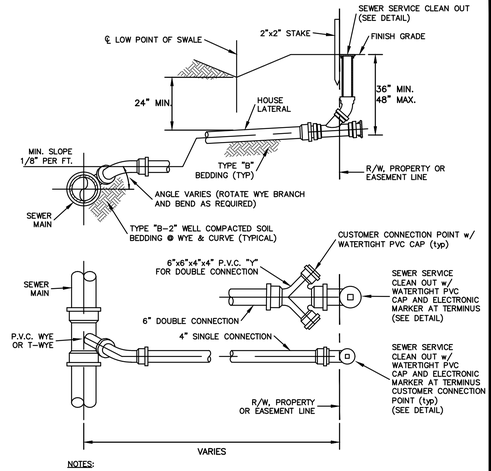


NOTES:

1. BEDDING MATERIAL SHALL BE HAND PLACED IN 6" LIFTS AND SHALL CONSIST OF IN–SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8"–7/8" SIZING. UNSUITABLE IN–SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCK SHALL BE REMOVED.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
4. BACKFILL SHALL BE DONE WITH APPROVED MATERIAL, CLEAN AND FREE OF ROCKS, MUCK AND OTHER DELETERIOUS MATTER AND COMPACTED BENEATH THE HAUNCHES OF THE PIPE USING MECHANICAL TAMPERS TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T–99.
5. BACKFILL TO BE COMPACTED ALONG THE SIDES OF THE PIPE AND TO A POINT ONE FOOT ABOVE THE TOP OF THE PIPE TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T–99.
6. A. WHERE PAVEMENT IS TO BE CONSTRUCTED OVER THE PIPE THE REMAINING BACKFILL SHALL BE COMPACTED IN 6 INCH LAYERS AND COMPACTED TO 95% MAXIMUM DENSITY AS DETERMINED BY AASHTO T–180.
   B. WHERE "NO" PAVEMENT IS TO BE CONSTRUCTED OVER THE PIPE THE REMAINING FILL SHALL BE COMPACTED IN 6 INCH LAYERS TO A DENSITY 90% MAXIMUM DENSITY AS DETERMINED BY AASHTO T–180.
7. CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL TRENCH SAFETY REGULATIONS

MARTIN COUNTY CONSTRUCTION STANDARDS & DETAILS

REVISION		DWG No.
AUGUST 2016	TYPICAL TRENCH DETAIL	23



NOTES:

1. INVERT OF LATERAL TO BE 36" FROM FINISHED GRADE EXCEPT ON " WATER LINE SIDE " OF STREET R/W WHERE IT SHALL DROP TO 48" AS SOON AS DEPTH OF SEWER MAIN PERMITS.
2. THIS DETAIL TO BE USED WHEN TOP OF SEWER MAIN IS LESS THAN 7'–0" DEEP.
3. INSTALL MAGNETIC MARKERS AT THE END OF EACH SERVICE LINE OR OPPOSITE WYES AND RECORD LOCATION.
4. SERVICE LATERALS SHALL TERMINATE WITH A CLEANOUT AT ℄.

MARTIN COUNTY CONSTRUCTION STANDARDS & DETAILS

REVISION		DWG No.
AUGUST 2016	SANITARY SEWER LATERAL DETAIL	32

NO.	DATE:	REVISION:	BY
1			
2			
3			
4			
5			
6			
7			
8			

VERTICAL DATUM NAVD 88

DRAWN: D.O. 9–23–2021

PROJECT: F0401

FILE: BASE.dwg

THE MILCOR GROUP, INC.

A DIVISION OF:

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ENGINEERING BUSINESS REGISTRY: 32664

UTILITY DETAILS B

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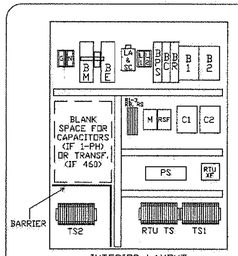
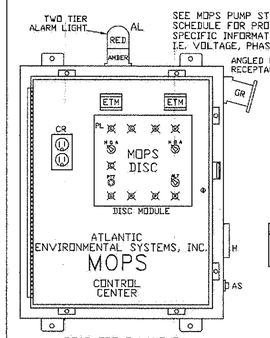


INTERIOR LAYOUT



DEAD FRONT LAYOUT
(DOOR NOT SHOWN FOR CLARITY)

MOPS CONTROL CENTER

CONTROL CENTER DESIGNED AND MANUFACTURED TO MEET ALL D.E.P. REQUIREMENTS. SEE SCHEDULE FOR ELECTRICAL SERVICE REQUIREMENTS.

PANEL COMPONENTS

ALT	ALTERNATOR (ON DISC)
AS	ALARM SILENCE SWITCH
B1-2	MOTOR BREAKERS
BC	CONTROL BREAKER
BE	EMERGENCY BREAKER
BM	MAIN BREAKER
BPS	POWER SUPPLY BREAKER
BR	RECEPTACLE BREAKER
C1-2	CONTACTOR, MOTOR START
CR	CONVENIENCE RECEPTACLE
DISC	DUPLEX INTRINSICALLY SAFE CONTROLLER
ETM	ELAPSED TIME METER
GR	GENERATOR RECEPTACLE
H	HORN
HOA	HAND-OFF-AUTO SWITCH (ON DISC)
LA	LIGHTNING ARRESTOR
M	MONITOR (PH=VOLT, 3PH=PHASE
PL	PILOT LIGHT (ON DISC)
PS	POWER SUPPLY
SC	SURGE CAPACITOR
TS1	TERMINAL STRIP FOR PUMPS
TS2	TERMINAL STRIP FOR FLOATS
R1-3	RELAYS
RB	BATTERY RELAY
RS	SILENCE RELAY
RSF	SEAL FAIL RELAY
RTUXF	RTU TRANSFORMER
RTU TS	RTU TERMINAL STRIP

NOTES:
A. NEMA 4X STAINLESS STEEL ENCLOSURE ALUMINUM INNER (DEAD FRONT) DOOR 30"H x 24"W x 8"D
B. PANEL LABELED FOR U.L. 508A 'MOTOR CONTROL CENTERS' AND U.L. 698A 'HAZARDOUS LOCATION PANELS' (INTRINSICALLY SAFE)
C. COMPLETE BACK-UP, SELF-CHARGING BATTERY, VISUAL/AUDIO ALARM SYSTEM, PER RSWF-45

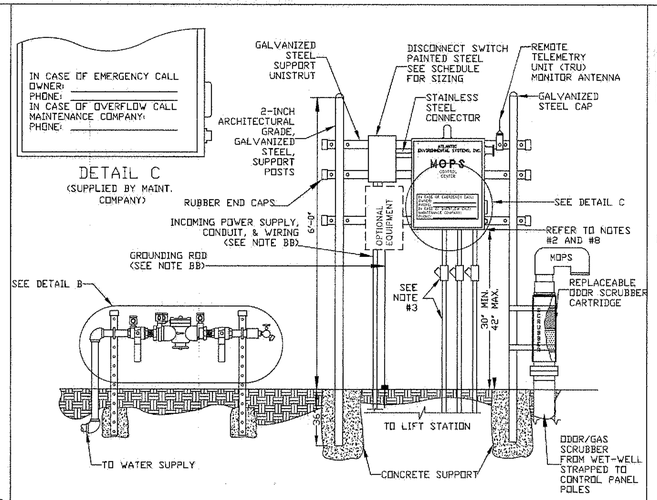
TS1 TERMINAL SCHEDULE

		COM	SF1	SF2	T1	T2	T3	1	2	PLG	T1	T2	T3	1	2	PDG
RTU TERMINALS (IF USED)		PUMP 1 SEAL FAIL			MOTOR 1 LEADS			MTR 1 MOTOR 1		GND	MOTOR 2 LEADS			MTR 2 MOTOR 2		GND

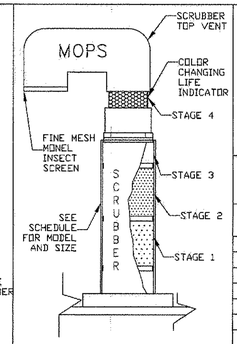
JUMPERS

1	2	3	4	5	6	7	8
FS1 ALL OFF	FS2 FALL LEAD	FS3 FALL LAG	FS4 HIGH ALARM				

TS2 TERMINAL SCHEDULE



CONTROL CENTER ASSEMBLY AND INSTALLATION N.T.S.



DETAIL A

MOPS ODOR/GAS SCRUBBER

NOTES:
1. SCRUBBER DESIGNED TO REMOVE TOXIC SEWAGE GASES, H2S, AND OFFENSIVE ODORS SUCH AS SKATOLES AND MERCAPTANS.
2. SCRUBBER'S LIFE EXPECTANCY CALCULATIONS ARE INCLUDED IN SHOP DRAWING SUBMITTALS.
3. SCRUBBER UNIT CAN BE MOUNTED INSIDE WET-WELL OR TOP MOUNTED.
4. SEE MOPS NOTE #9.
5. MODEL 'B' SHOWN.

MOPS

MANUFACTURED ODORLESS PUMP STATION
ATLANTIC ENVIRONMENTAL SYSTEMS, INC.
LAKE WORTH, FL 33461
PH: (561) 547-8080 FAX: (561) 547-3999

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PRIVATE SERIES

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MOPS PUMP STATION SCHEDULE

MOPS SERIES		ITEM DESCRIPTION		
INITIAL DESIGN FLOW (G.P.M.)	21		100 YEAR FLOOD ELEVATION	23.4'
INITIAL DESIGN HEAD (T.D.H.)	81		25 YEAR FLOOD ELEVATION	20.57'
SECONDARY DESIGN FLOW (G.P.M.)	33	A	GRADE ELEVATION	23.93'
SECONDARY DESIGN HEAD (T.D.H.)	48	B	TOP ELEVATION OF WET WELL	23.93'
RATED PERFORMANCE SPEED	3450 RPM	C	BOTTOM ELEVATION OF WET WELL	13.93'
RATED MOTOR HORSEPOWER	3.0	D	ALL PUMPS OFF ELEVATION	16.30'
SUBMERSIBLE PUMP TYPE (P-1,P-2)	GRINDER	E	LEAD PUMP ON ELEVATION	17.00'
PUMP MODEL NUMBER	MOPS	F	LAG PUMP ON ELEVATION	17.50'
SERVICE ENTRANCE VOLTAGE	208	G	HIGH ALARM ELEVATION	18.00'
SERVICE ENTRANCE PHASE	3	H	INSIDE DIAMETER OF WET-WELL	48"
CONTROL CENTER FULL LOAD AMPS	31	I	OUTSIDE DIAMETER OF ANTI-FLOATATION RING	84"
NEMA 3R PAINTED STEEL DISCONNECT SWITCH, RATED AMPS	60	J	MINIMUM CUBIC FEET OF CONCRETE BALLAST (CU YDS)	3.5 CY
WET WELL SCOURER SYSTEM	N/A	K	INVERT PIPE DIAMETER	6"
REMOTE STATION MONITOR (TELEMETRY)	W/ SA	L	FORCE MAIN DIAMETER	2"
ON-SITE GENERATOR SYSTEM	N/A	M	PRIMARY INVERT ELEVATION	18.91'
		N	SECONDARY INVERT ELEVATION	N/A

MOPS EQUIPMENT IDENTIFICATION	QTY.	MODEL DESIGNATION
MOPS PUMP STATION	1	B22-48120-C-3.0
MOPS VALVE BOX ASSEMBLY (VBA)	1	VBA-22
MOPS ODOR/GAS SCRUBBER (OGS)	1	OGS-B
MOPS R.P.Z. ASSEMBLY	1	75
MOPS CONTROL CENTER	1	PSC-222-3.0
MOPS DISCONNECT SWITCH	1	FDS-60-3-2-PS
MOPS CONTROL CENTER MOUNTING ASSEMBLY	1	CCMA-22GA
MOPS WET WELL SCOURER SYSTEM	0	N/A
MOPS REMOTE STATION MONITOR	1	PROVIDED WITH SERVICE AGREEMENT
1st YEAR SERVICE/MAINTENANCE CONTRACT	1	LEVEL 1 WITH REMOTE MONITOR
MOPS ON-SITE GENERATOR SYSTEM	0	N/A
MOPS FIELD SERVICE WORK	1	CONTROL INSTALLATION & START-UP

MOPS PUMP STATION COMPLIANCE NOTES

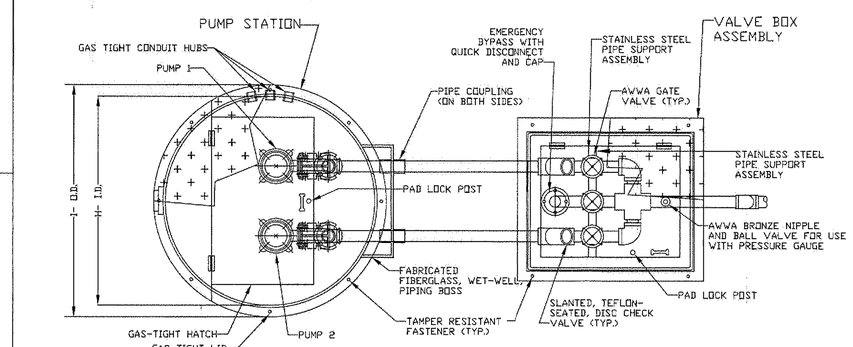
THIS PUMP STATION DESIGN COMPLIES WITH THE FOLLOWING REQUIRED STANDARDS:
- STATE OF FLORIDA ENVIRONMENTAL PROTECTION STANDARDS
- FLORIDA ADMINISTRATIVE CODE (F.A.C.): 62-640.400- COLLECTION AND TRANSMISSION SYSTEMS
- NATIONAL ELECTRIC CODE (NEC) CLASS 1, DIVISION 1, GROUP D- HAZARDOUS LOCATIONS
- UNDERWRITER'S LABORATORIES (U.L.) 508A-MOTOR CONTROL CENTERS AND U.L. 698A-INSTRINSICALLY SAFE CONTROL CENTERS
- RECOMMENDED STANDARDS FOR WASTEWATER FACILITIES (1997 EDITION).

1. PUMPS ARE RATED BY FACTORY MUTUAL FOR CLASS 1, DIVISION 1, GROUP D ATMOSPHERES AS REQUIRED BY NEC.
2. THE CONTROL CENTER INCORPORATES INTRINSICALLY SAFE RELAYS AND IS LISTED TO UL698A INTRINSICALLY SAFE FOR CLASS 1, DIVISION 1 ATMOSPHERES.
3. THE CONDUIT PROVIDED, ALONG WITH CONDUIT GAS-SEAL-OFFS, ARE RATED FOR CLASS 1, DIVISION 1 LOCATIONS.
4. THE WASTEWATER PUMPS AND THE CONTROL CENTER INCORPORATE A MECHANICAL SEAL FAILURE DETECTION AND NOTIFICATION SYSTEM.
5. THE CONTROL CENTER INCLUDES EITHER A REMOTE TELEMETRY UNIT (RTU) OR A SELF-CHARGING, BACK-UP ALARM SYSTEM TO OPERATE ON POWER FAILURE.
6. THE PUMP STATION INCORPORATES AN ODORLESS DESIGN WITH A SCRUBBER SYSTEM TO CONTROL TOXIC GASES AND ODORS FOR COMPLIANCE TO F.A.C. 62-604.400.
7. THE BOTTOM OF THE TOP RIM ELEVATION OF PUMP STATION MUST BE LOCATED AT A HIGHER ELEVATION THAN THE 25 YEAR FLOOD ELEVATION. THE LISTED 25 YEAR FLOOD ELEVATION PROVIDED BY SITE CIVIL ENGINEER.
8. THE BOTTOM ELEVATION OF THE MOPS CONTROL CENTER MUST BE LOCATED AT A HIGHER ELEVATION THAN THE 100 YEAR FLOOD ELEVATION. THE LISTED 100 YEAR FLOOD ELEVATION PROVIDED BY THE SITE CIVIL ENGINEER.

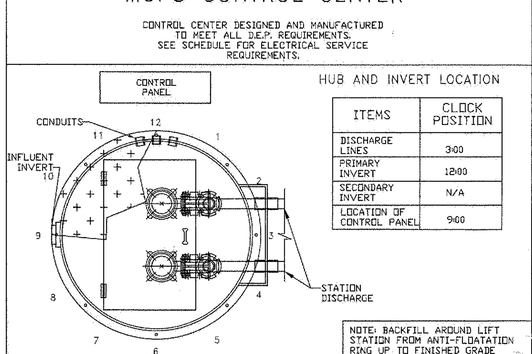
MOPS ENGINEERING NOTES

AA. THE HORSEPOWER SHOWN ON THE SCHEDULE IS A MINIMUM HORSEPOWER REQUIREMENT BASED ON THE STATION'S DESIGN CRITERIA AND THE REQUIRE TORQUE. (LOWER RATED HORSEPOWER EQUIPMENT WILL NOT BE ACCEPTABLE.)
BB. THESE ITEMS ARE NOT SUPPLIED BY A.E.S. WITH THE MOPS STATION.
CC. INVERT ELEVATIONS BASED ON INSIDE BOTTOM OF PIPE.
DD. THE MOPS CONTROL ASSEMBLY CONSISTS OF THE FOLLOWING: CONTROL CENTER DISCONNECT SWITCH, MOUNTING ASSEMBLY, ELECTRICAL CONDUITS, AND SEAL-OFF. THESE ITEMS MUST BE SUPPLIED AND INSTALLED BY THE MOPS PUMP STATION MANUFACTURER TO VALIDATE MOPS WARRANTY PROGRAM.

THE MOPS WASTEWATER PUMP STATION DESIGN AND EQUIPMENT SHOWN ON THIS DRAWING HAS BEEN REVIEWED, PERMITTED, AND CERTIFIED AS COMPLYING WITH ALL THE STATE OF FLORIDA D.E.P. AND LOCAL REQUIREMENTS. ANY SUBSTITUTION FROM THIS DESIGN MAY REQUIRE NEW PERMITS, APPLICATION FEES, AND ENGINEERING SERVICES FOR RE-CERTIFICATION AND DESIGN REVIEW.



TOP VIEW N.T.S.

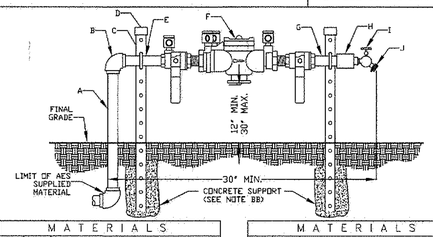


HUB AND INVERT LOCATION

ITEMS	CLOCK POSITION
DISCHARGE LINES	3:00
PRIMARY INVERT	12:00
SECONDARY INVERT	N/A
LOCATION OF CONTROL PANEL	9:00

SCHEMATIC BASED ON THE STATION'S DISCHARGE BEING LOCATED AT THE #3 CLOCK POSITION. SEE SCHEDULE FOR LOCATION OF INVERTS AND CONTROL PANEL. LOCATIONS SUBJECT TO CHANGE.

NOTE: BACKFILL AROUND LIFT STATION FROM ANTI-FLOATATION RING UP TO FINISHED GRADE SHALL BE COMMON FILL COMPACTED IN 12-INCH MAX. LIFTS TO 98% DENSITY PER AASHTO T-180. CONTRACTOR SHALL EXERCISE CARE NOT TO DAMAGE WETWELL DURING COMPACTION.



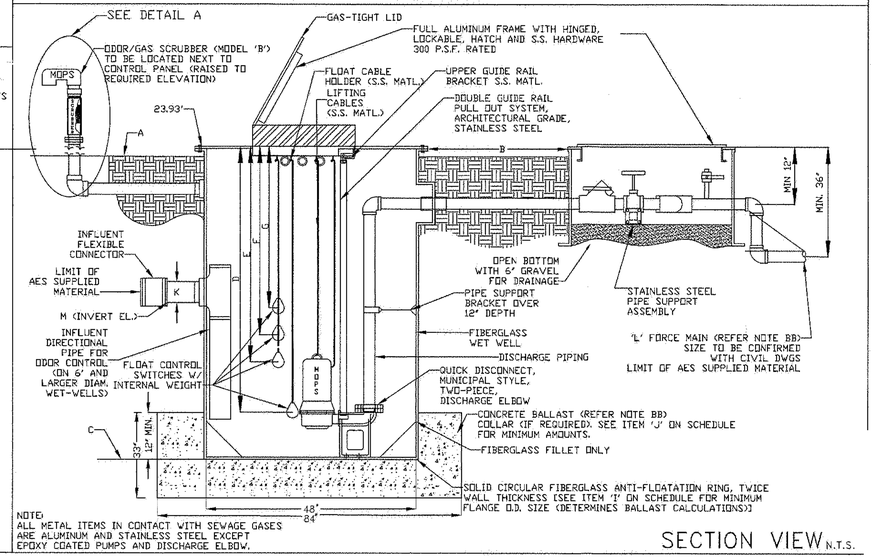
MATERIALS		
ITEM	QTY	DESCRIPTION
A	1	3/4" x 24" STAINLESS STEEL NIPPLE
B	2	3/4" x 1" STAINLESS STEEL 90o ELBOW
C	2	1" x 1" x 49" SS SUPPORT BRACKET
D	2	SUPPORT BRACKET CAPS P/N 843
E	2	3/4" STAINLESS STEEL PIPE BOLTS

MATERIALS		
ITEM	QTY	DESCRIPTION
F	1	3/4" APPROVED BACKFLOW PREVENTER
G	1	3/4" x 4" STAINLESS STEEL NIPPLE
H	1	3/4" x 3/4" STAINLESS STEEL COUPLING
I	1	3/4" BRONZE HOSE BIBB
J	1	3/4" VACUUM BREAKER

DETAIL B

R.P.Z. BACKFLOW PREVENTER ASSEMBLY DETAIL

U.S.C. AND A.S.S.E. APPROVED N.T.S.



NOTE:
ALL METAL ITEMS IN CONTACT WITH SEWAGE GASES ARE ALUMINUM AND STAINLESS STEEL EXCEPT EPOXY COATED PUMPS AND DISCHARGE ELBOW.

SECTION VIEW N.T.S.

NO.	DATE:	REVISION:	BY

VERTICAL DATUM NAVD 88

DRAWN: D.O. 9-23-2021
PROJECT: F0401
FILE: BASE.dwg

THE MILCOR GROUP, INC.
A DIVISION OF:
HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
10975 SE FEDERAL HIGHWAY
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PORT ST. LUCIE, FL 34984
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ENGINEERING BUSINESS REGISTRY: 32664

LIFT STATION DETAILS

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

MELISSA G. CORBETT
LICENSED
No. 59292
MAR 14, 2023
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SHEET NO.
12

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

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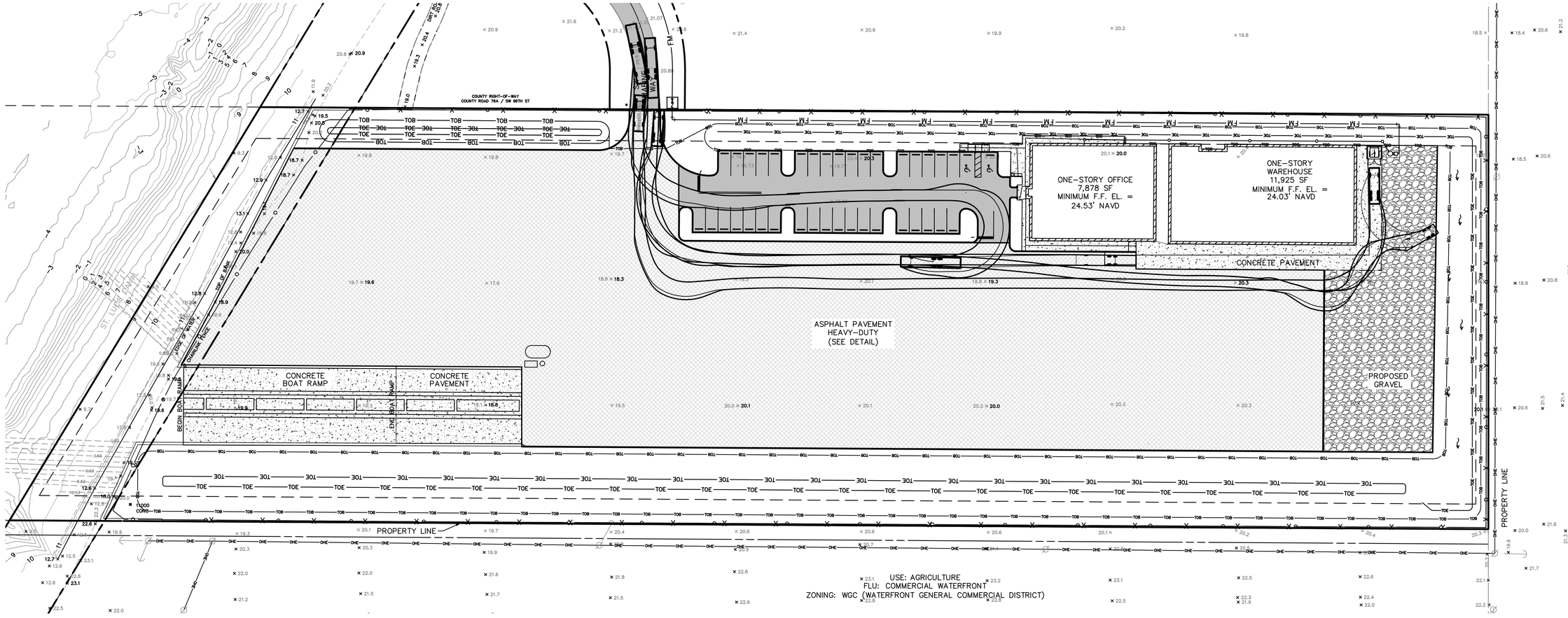
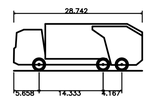
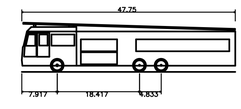




Mack TerraPro Low Entry 6x4 LEU 613 + Wayne Phoenix III 25Yd

Overall Length	28.742ft
Overall Width	8.000ft
Overall Body Height	10.481ft
Min Body Ground Clearance	1.311ft
Track Width	8.000ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	34.000ft

28'-8 GARBAGE TRUCK



E-ONE HP95 Mid Mount

Overall Length	47.750ft
Overall Width	8.333ft
Overall Body Height	11.000ft
Min Body Ground Clearance	1.393ft
Track Width	8.333ft
Lock-to-lock time	6.00s
Max Wheel Angle	45.00°

47'-0 FIRE TRUCK

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

NO.	DATE:	REVISION:	BY
1	02-13-23	REVISIONS PER MC GROWTH MANAGEMENT	SMB

(IN FEET)
1 inch = 40 ft.
VERTICAL DATUM NAVD 88

DRAWN: D.O. 9-23-2021
PROJECT: F0401
FILE: BASE.dwg

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WWW.THEMILCORGROUP.COM
WWW.HALEYWARD.COM
ENGINEERING BUSINESS REGISTRY: J2664

HEAVY EQUIPMENT ACCESS (AUTO TURN)

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

MELISSA G. CORBETT
LICENSE
No 59292
MAR 14 2023
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SHEET NO.
13

P:\FL\2011525-Ferreira_Construction\F0401-Ferreira Marine Way Site Revisions-MGC\02-CAD_Files\Marine Way\Marine Way - Standard\BASE.dwg, PRINTED BY: dowens ON Mon, Aug 28 2023

GENERAL

1. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGE OR DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER, CITY, COUNTY OR AGENCY OF JURISDICTION.
2. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
3. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
4. THE CONTRACTOR SHALL MAINTAIN ALL WATER SUPPLY AND SANITARY SEWER SERVICE THROUGHOUT CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL MAINTAIN EXISTING SERVICES UNTIL THE NEW LINES HAVE BEEN APPROVED BY THE JURISDICTIONAL UTILITY.
5. PROJECT SUPERINTENDENT: THE CONTRACTOR SHALL PROVIDE A QUALIFIED SUPERINTENDENT TO REMAIN ON THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. THE SUPERINTENDENT SHALL BE PRESENT AT THE PRE-CONSTRUCTION MEETING. THE CONTRACTOR SHALL NOTIFY THE LOCAL UTILITY COMPANY BY LETTER PRIOR TO THE PRE-CONSTRUCTION MEETING APPOINTING THE SUPERINTENDENT FOR THIS PROJECT INCLUDING A FORMAL RESUME SHOWING QUALIFICATIONS.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE HIS/HER COMPLETE FAMILIARITY WITH THE PROJECT SITE AND COMPONENTS TO INCLUDE SUBSURFACE CONDITIONS OF SOIL AND GROUNDWATER TABLE. BY SUBMITTAL OF A BID FOR THIS PROJECT, THE CONTRACTOR ACKNOWLEDGES HIS/HER COMPLETE UNDERSTANDING AND RESPONSIBILITIES WITH RESPECT TO THE CONSTRUCTION ACTIVITIES REQUIRED UNDER THE SCOPE OF THIS PROJECT.
7. THE "TRENCH SAFETY ACT" SHALL BE INCORPORATED INTO THIS PROJECT AS ENHANCED BY THE LEGISLATURE OF THE STATE OF FLORIDA IN EFFECT SINCE OCTOBER 1, 1990.
8. AS-BUILT PLANS: THE CONTRACTOR SHALL PROVIDE A REPRODUCIBLE MYLAR COPY AND 15 PAPER COPIES OF CERTIFIED AS-BUILT SURVEYS. DRAWINGS SHALL BEAR THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE SURVEYOR AND SHALL BE SUBMITTED AFTER THE COMPLETION OF CONSTRUCTION. PRIOR TO APPROVAL, THE AS-BUILT SURVEY SHALL BE PREPARED IN PLAN AND PROFILE FORMAT BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA, AND HE/SHE SHALL COMPLY WITH APPLICABLE PROVISIONS OF THE FLORIDA ADMINISTRATIVE CODE AND CHAPTER 472 OF THE FLORIDA STATUTES. THE DRAWINGS SHALL BE AT A SCALE COMPARABLE TO THE DESIGN DRAWINGS PREPARED BY THE ENGINEER AND SHALL REFERENCE THE BASE LINE OF SURVEY APPEARING ON THE ENGINEERING DRAWINGS. THE HORIZONTAL DIMENSIONS OF THE MAINS, ROADWAYS, DRAINAGE FACILITIES AND APPURTENANCES (INCLUDING ELEVATIONS AT AND BELOW THE NORMAL WATER ELEVATION) SHALL BE ACCURATELY DEPICTED TO SCALE, AS WELL AS IDENTIFIED RELATIVE TO THE BASE LINE AND TO IDENTIFIABLE PERMANENT OR SEMI PERMANENT REFERENCE POINTS EXISTING AFTER THE COMPLETION OF CONSTRUCTION. LOCATIONS SHALL BE DETERMINED FOR ALL FITTINGS, VALVES, SERVICES, PAVEMENT, HIGH AND LOW POINTS, DRAINAGE FACILITIES, HORIZONTAL AND VERTICAL CHANGES IN DIRECTION, BUT IN ANY CASE, AT INTERVAL NOT EXCEEDING ONE HUNDRED FEET (100') AS MEASURED ALONG THE MAINS AND ROADWAYS. THE PROFILE SHALL ACCURATELY REFLECT THE VERTICAL PIPE LOCATION AND THE FINISHED GRADE OVER THE PIPE. THE SIZE AND MATERIAL OF THE MAINS AND APPURTENANCES SHALL BE IDENTIFIED ON BOTH THE PLAN AND PROFILE VIEWS. UNDERGROUND UTILITIES CROSSING THE MAINS OR PARALLELING THE MAINS WITHIN TWENTY FEET (20') SHALL BE ACCURATELY SHOWN BOTH HORIZONTALLY AND VERTICALLY AND SHALL BE BASED UPON MEASUREMENTS AND OBSERVATIONS MADE IN THE FIELD BY THE SURVEYOR CERTIFYING THE SURVEY, OR BY PERSONNEL UNDER HIS/HER DIRECTION AND SUPERVISION. THE ELEVATION AND LOCATION OF BENCHMARKS SHALL BE ACCURATELY DEPICTED ON THE AS-BUILT SURVEY. PAYMENT FOR EACH AS-BUILT ITEM SHALL BE INCLUDED WITHIN THE UNIT PRICE FOR EACH AS-BUILT ITEM. IN ADDITION TO THE ABOVE AS-BUILT REQUIREMENTS, CONTRACTOR TO PROVIDE AS-BUILTS IN COMPLIANCE WITH THE JURISDICTIONAL UTILITY SERVICES STANDARDS. AS-BUILT REQUIREMENTS TO BE PROVIDED AT THE PRE-CONSTRUCTION MEETING.
9. THE CONTRACTOR SHALL PREPARE A PLAN SHOWING THE SCHEDULE OF WORK, INCLUDING A HIGHLIGHTED PLAN SHOWING THE ORDER OF CONSTRUCTION THAT WILL FACILITATE MAINTAINING EXISTING SERVICES DURING CONSTRUCTION. THIS PLAN SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE OF TRAFFIC AND STAGING PLAN.
10. ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS, COUNTY STANDARDS AND ALL OTHER JURISDICTIONAL AGENCIES.
11. TELEPHONE, POWER, CABLE, WATER, SEWER, AND GAS LOCATIONS SHOWN ARE TAKEN FROM INFORMATION PROVIDED BY THAT UTILITY COMPANY. THESE LOCATIONS HAVE NOT BEEN VERIFIED IN THE FIELD. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR IS ALSO RESPONSIBLE TO EXPOSE ALL CROSSING AT&T, CABLES/CATV AND FLORIDA POWER AND LIGHT ELECTRIC CONDUITS PRIOR TO BEGINNING CONSTRUCTION AND DELIVERY OF PIPE. THE CONTRACTOR IS TO USE EXTREME CAUTION WITHIN THE VICINITY OF PRIVATE UTILITY FACILITIES. THE CONTRACTOR WILL REQUEST A PRIVATE UTILITY REPRESENTATIVES PRESENCE DURING CONSTRUCTION IN THE VICINITY OF THEIR FACILITIES. A PROFILE OF THE PRIVATE UTILITY FACILITIES ARE NOT PROVIDED IN THESE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE PRIVATE UTILITIES AND OBTAINING THE LOCATION OF THESE FACILITIES.
12. ANY BENCHMARK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHOULD NOTIFY THE ENGINEER OF RECORD AND THE LOCAL JURISDICTIONAL MUNICIPALITY.
13. SHOP DRAWINGS ARE REQUIRED ON ALL CONSTRUCTION ITEMS. THE ENGINEER REQUIRES FIVE (5) WORKING DAYS PRIOR NOTICE TO REVIEW SHOW DRAWINGS AFTER RECEIPT. ADDITIONAL TIME MAY BE REQUIRED IF LOCAL GOVERNMENT OR MUNICIPALITIES REQUIRE AN INTERNAL REVIEW AND APPROVAL PROCESS.
14. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE, AT ALL TIMES, ONE COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, SPECIFICATIONS AND SPECIAL PROVISION, AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
15. CONTRACTOR TO UTILIZE ONLY "APPROVED CONSTRUCTION PLANS" FOR CONSTRUCTION. ANY PLANS NOT APPROVED FOR CONSTRUCTION SHALL BE CONSIDERED PRELIMINARY AND SHOULD NOT BE USED FOR BIDDING OR CONSTRUCTION.
16. CONTRACTOR TO PROVIDE SITE PLAN AS-BUILTS TO LOCAL JURISDICTIONAL MUNICIPALITY PRIOR TO CERTIFICATE OF OCCUPANCY.
17. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED ON SITE, THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE LOCAL AND STATE OFFICIALS.
18. THE CONTRACTOR MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT.
19. CONCRETE SHALL BE CLASS I 3,000 PSI MINIMUM COMPRESSIVE STRENGTH UNLESS NOTED OTHERWISE. REINFORCING SHALL BE GRADE 60 DEFORMED STEEL BARS IN ACCORDANCE WITH ASTM A-615.
20. CONTRACTOR SHALL PROTECT ALL EXISTING ABOVE OR UNDERGROUND STRUCTURES, LANDSCAPE FEATURES, TREES AND UTILITIES NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY ITEM DAMAGED BY CONSTRUCTION TO MEET ALL APPLICABLE CODES. ANY REPAIRED/REPLACED ITEMS ARE SUBJECT TO REVIEW AND APPROVAL BY APPLICABLE LOCAL JURISDICTIONAL AGENCY.
21. ALL PROPOSED UTILITY MATERIALS, CONSTRUCTION METHODS, TESTING AND DISINFECTION SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT LOCAL UTILITY COMPANY STANDARDS AND AWWA CURRENT STANDARD. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AND UTILIZE A CURRENT COPY OF THE LOCAL REGULATING UTILITY COMPANY STANDARDS AND ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH THEIR STANDARDS. ANY CONFLICT WITH THE CONSTRUCTION DRAWINGS AND THE LOCAL UTILITY COMPANY SHALL BE RESOLVED UTILIZING THE MOST STRINGENT DIRECTIONS.
22. ALL HORIZONTAL AND VERTICAL SURVEY CONTROL POINTS SHALL BE PROTECTED AND UNDISTURBED. IN THE EVENT THAT A CONTROL POINT IS DISTURBED OR DESTROYED, THE POINT SHALL BE RE-ESTABLISHED BY A FLORIDA REGISTERED LAND SURVEYOR. THE METHOD TO RE-ESTABLISH THE POINT SHALL BE APPROVED BY THE CITY /COUNTY ENGINEER AT THE CONTRACTORS EXPENSE.

STORM SEWER NOTES

1. ALL DISTURBED OUTFALL DRAINAGE AREAS SHALL BE SODDED UPON COMPLETION OF GRADING AFTER AS-BUILT GRADE ELEVATIONS ARE APPROVED BY THE ENGINEER.
2. PRIOR TO FINAL PAYMENT OF RETENTION, DETENTION, AND DRAINAGE DITCH QUANTITIES, ALL SLOPES AND SWALES SHALL BE SODDED TO AVOID EROSION.
3. BACKFILL TO BE COMPACTED IN NO GREATER THAN SIX (6) INCH LIFTS TO THE DENSITY OF THE UNDISTURBED ADJACENT SOILS.
4. THERE IS TO BE NO OFF-SITE HAULING WITHOUT PRIOR APPROVAL AND ALL EXCAVATED MATERIAL SHALL BE USED ON-SITE.
5. THE CONTRACTOR SHALL CONSTRUCT THE STORMWATER MANAGEMENT SYSTEM IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACTS OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES AND WATER QUALITY ON OR OFF-SITE. THE CONTRACTOR SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.
6. WITHIN THIRTY (30) DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE CONTRACTOR SHALL ASSIST THE DESIGN ENGINEER TO PROVIDE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS. THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. SEE AS-BUILT REQUIREMENTS.
7. A STABLE PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED FEET (100') OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION TO THE WATER MANAGEMENT DISTRICT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITHIN THE CERTIFICATION REPORT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION OR SHOALING OF THE SURFACE WATER QUALITY MANAGEMENT SYSTEM.
9. INLETS: INCLUDE THE LIST OF MATERIALS/INSTALLATION/DEWATERING STABILIZATION/ASBUILT SURVEYING/TESTING. ALL STRUCTURES WILL REQUIRE THREE (3) COMPACTION TESTS AT DIFFERENT LOCATIONS AND UNDER STRUCTURES OR PER LOCAL APPROVING AUTHORITY, WHICHEVER IS MORE STRINGENT.
10. PIPE CULVERTS AND STORM SEWERS SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH SECTION 430 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
11. REINFORCED CONCRETE PIPE SHALL BE ASTM C-76 CLASS III IN ACCORDANCE WITH SECTION 449 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
12. THE CONTRACTOR SHALL WRAP ALL STORM PIPE JOINTS. CONSTRUCTION SHALL BE PER FDOT INDEX NO. 280 WITH WOVEN GEOTEXTILE TYPE D-3 (FDOT INDEX NO. 199), SECURED WITH STRAPPING. ALL JOINTS SHALL BE WRAPPED FOR A MINIMUM 18" FROM THE BAND, JOINT OR BELL AND SPIGOT AS APPLICABLE.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL UNSUITABLE MATERIALS, SUCH AS MUCK, ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIAL AS CLASSIFIED BY AASHTO M 145, FOUND WITHIN THE ROAD AND PARKING LOT AREAS SHALL BE REMOVED DOWN TO ROCK OR SUITABLE MATERIAL AND REPLACED WITH THE SPECIFIED FILL MATERIAL IN MAXIMUM 12" LIFTS COMPACTED TO NOT LESS THAN 100% MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE IN ACCORDANCE WITH AASHTO T-99. THICKNESS OF LAYERS MAY BE INCREASED, PROVIDED THAT THE EQUIPMENT AND METHODS USED ARE PROVEN BY FIELD DENSITY TESTING AND CAPABLE OF COMPACTING THICK LAYERS TO SPECIFIED DENSITIES.
2. ALL AREAS SHALL BE CLEARED AND GRUBBED PRIOR TO CONSTRUCTION. THIS SHALL BE CONSISTENT FOR THE COMPLETE REMOVAL AND DISPOSAL OF ALL TREES, BRUSH, STUMPS, GRASS, WEEDS, RUBBISH, AND ALL OTHER OBSTRUCTIONS RESTING ON, OR PROTRUDING THROUGH THE SURFACE OF THE EXISTING GROUND TO A DEPTH OF ONE FOOT (1'). ITEMS INTENDED TO REMAIN, TO BE RELOCATED, OR TO BE ADJUSTED SHALL BE SO DESIGNATED ON THE DRAWINGS.
3. FILL MATERIAL SHALL BE CLASSIFIED AS A-1, A-3, OR A-2-4 IN ACCORDANCE WITH AASHTO M-145 AND SHALL BE FREE FROM VEGETATION AND ORGANIC MATERIAL, NOT MORE THAN 10% BY WEIGHT OF FILL MATERIAL SHALL PASS THE NO. 200 SIEVE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF THE RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, AND STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS.
5. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT SILTATION IN THE DRAINAGE SYSTEMS BY WAY OF TEMPORARY PLUGS AND PLYWOOD OR PLASTIC COVERS OVER THE INLETS. THE ENTIRE DRAINAGE SYSTEMS SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE.
6. WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAWCUT TO PROVIDE A STRAIGHT EVEN LINE. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL BE SAWCUT TO PROVIDE A STRAIGHT EVEN LINE.
7. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.
8. SITE GRADING ELEVATIONS SHALL BE AT THE REQUIRED ELEVATION AND ALL AREAS SHALL BE GRADED TO DRAIN.
9. CONCRETE AND ASPHALT SHALL BE AS DESIGNATED ON THE DRAWINGS. ALL CONCRETE FOR CURBING, SIDEWALKS AND DUMPSTER PADS SHALL BE A MINIMUM 3,000 PSI.
10. PLASTIC FILTER FABRIC SHALL BE MIRAFI, TYPAR OR EQUAL, CONFORMING TO SECTION 985 OF THE FDOT STANDARD SPECIFICATIONS.
11. THE CONCRETE SIDEWALKS SHALL BE 4" THICK ON COMPACTED SUBGRADE, WITH 1/2" EXPANSION JOINTS AT ALL COLD JOINTS. CONTROL JOINTS SHALL BE 5' ON CENTER. ALL CONCRETE SIDEWALKS SHALL BE 6 INCHES THICK ACROSS DRIVEWAYS.
12. PIPE SPECIFICATIONS: THE MATERIAL TYPE SHALL BE RCP (SECTION 430 OF THE FDOT STANDARD SPECIFICATIONS).
13. BITUMINOUS MATERIAL SHALL BE ASPHALT CEMENT, CONFORMING TO THE LATEST REQUIREMENTS OF FDOT STANDARD SPECIFICATIONS SECTION 916.

SOD

1. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND. ALL SODDED AREAS SHALL BE GRASSED AS SPECIFIED ON PLANS AND SURVIVAL GUARANTEED FOR NINETY DAYS FROM DATE OF REPLACEMENT. SURVIVAL OF ALL RELOCATED TREES SHALL BE GUARANTEED FOR 1 YEAR AFTER TRANSPLANTING.
2. SODDING SHALL CONSIST OF SITE PREPARATION, FURNISHING AND PLACING SOD, STAPLES AND FERTILIZER AND IRRIGATING AT THE RATES AND MANNER DESCRIBED IN THIS SPECIFICATION FOR THE DESIGNATED AREAS.
3. UNLESS NOTED OTHERWISE ON LANDSCAPE PLANS, SOD SHALL BE ARGENTINE BAHIA GRASS AND SHALL BE 12-INCH BY 12-INCH SQUARES OR OTHER.
4. WATER USED FOR IRRIGATION MAY BE OBTAINED FROM ANY APPROVED SOURCE. IT SHALL BE FREE OF EXCESS AND HARMFUL CHEMICALS, ACIDS, ALKALIES, OR ANY SUBSTANCE, WHICH IS HARMFUL TO PLANT GROWTH.

WATER QUALITY NOTES

1. THE CONTRACTOR MUST MAINTAIN A COPY OF THE LATEST LOCAL WATER MANAGEMENT DISTRICT SURFACE WATER PERMIT, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY DISTRICT REPRESENTATIVES. THE CONTRACTOR SHALL REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THE PERMIT.
2. ALL ACTIVITIES SHALL SE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY LOCAL SURFACE WATER PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL BE CONSIDERED A VIOLATION OF THE PERMIT. PRIOR TO ANY WORK COVERED BY A PERMIT FROM SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), A NOTICE OF CONSTRUCTION COMMENCEMENT (FORM 0960) MUST BE SUBMITTED TO SFWMD BY THE PERMITTEE OR AUTHORIZED AGENT.
3. THE LOCAL WATER MANAGEMENT DISTRICT AUTHORIZED STAFF, UPON PROPER IDENTIFICATION, MUST BE GRANTED PERMISSION TO ENTER, INSPECT AND OBSERVE THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.
4. PRIOR TO AND DURING CONSTRUCTION, THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES (BEST MANAGEMENT PRACTICES) REQUIRED TO RETAIN SEDIMENT ON-SITE AND TO PREVENT VIOLATIONS OF STATE WATER QUALITY STANDARDS. ALL PRACTICES MUST BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL, WHICH ARE HEREBY INCORPORATED BY REFERENCE, UNLESS A PROJECT'S SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE SFWMD PERMIT, IN WHICH CASE THE PRACTICES MUST BE IN ACCORDANCE WITH THE PLAN. IF SITE'S SPECIFIC CONDITIONS REQUIRES ADDITIONAL MEASURES DURING ANY PHASE OF CONSTRUCTION OR OPERATION TO PREVENT EROSION OR CONTROL SEDIMENT, BEYOND THOSE SPECIFIED IN THE EROSION AND SEDIMENT CONTROL PLAN, THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL BEST MANAGEMENT PRACTICES AS NECESSARY. THE CONTRACTOR SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES AT NO ADDITIONAL COST TO OWNER.
5. WITHIN 30 DAYS AFTER COMPLETION OF THE STORMWATER SYSTEM, THE CONTRACTOR MUST ASSIST IN SUBMITTING TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT THE FOLLOWING: DISTRICT FORM EN-45 (AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL), SIGNED AND SEALED BY AN APPROPRIATE PROFESSIONAL REGISTERED IN THE STATE OF FLORIDA AND TWO SETS OF AS-BUILT DRAWINGS WHEN, A) REQUIRED BY A SPECIAL CONDITION OF THIS PERMIT; B) THE PROFESSIONAL USES AS-BUILT DRAWINGS TO SUPPORT THE AS-BUILT CERTIFICATION; OR C) WHEN THE COMPLETED SYSTEM SUBSTANTIALLY DIFFERS FROM PERMITTED PLANS. THIS SUBMITTAL WILL SERVE TO NOTIFY THE DISTRICT STAFF THAT THE SYSTEM IS READY FOR INSPECTION AND APPROVAL.
6. STABILIZATION MEASURES SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
7. THE STORMWATER MANAGEMENT SYSTEM MUST BE COMPLETE IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE. THE SYSTEM MUST BE OPERATED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFERRING RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM TO A RESPONSIBLE ENTITY.
8. WATER QUALITY MONITORING SHALL BE PERFORMED DAILY IF SPECIFIED. SAMPLING SHALL BE PERFORMED IN THE MIDDLE OF ADJACENT CHANNELS MEASURING FOR TURBIDITY, 100 FEET UPSTREAM AND 100 FEET DOWNSTREAM OF DISCHARGES. WHEN TURBIDITY EXCEEDS 29 NTU'S ABOVE BACKGROUND LEVELS AT A SAMPLE POINT 100 FEET UPSTREAM OF DISCHARGES AND 100 NTU'S ABOVE BACKGROUND LEVELS AT A SAMPLE POINT 100 FEET DOWNSTREAM OF DISCHARGES, WORK MUST CEASE AND REMEDIAL MEASURES MUST BE PERFORMED TO RETURN TURBIDITY TO ACCEPTABLE TURBIDITY LEVELS. CONTRACTOR MUST RECEIVE ENGINEER'S APPROVAL PRIOR TO RESTARTING WORK. SAMPLE POINT LOCATIONS ARE IDENTIFIED IN THE SFWMD PERMITS.
9. THE CONTRACTOR SHALL PLACE TURBIDITY BARRIERS AT ALL OUTFALLS PRIOR TO CONSTRUCTION. ALL CUT AND FILL WILL BE RELOCATED WITHIN THE EXISTING SITE AND THEREFORE HAULING OF MATERIAL WILL NOT BE REQUIRED, UNLESS APPROVED BY THE OWNER. CONTRACTOR SHALL INSTALL TURBIDITY CONTROL MEASURES PRIOR TO COMMENCEMENT OF CONSTRUCTION, MAINTAIN SAID CONTROLS IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PERIOD, ASSURE THAT TURBID DISCHARGES FROM THE PROJECT TO PROTECTED WATERS AND WETLANDS DO NOT EXCEED LIMITS STATED IN NOTE 8 AND REMOVE SAID CONTROLS AFTER COMPLETION OF CONSTRUCTION.

EARTHWORK AND RELATED OPERATIONS

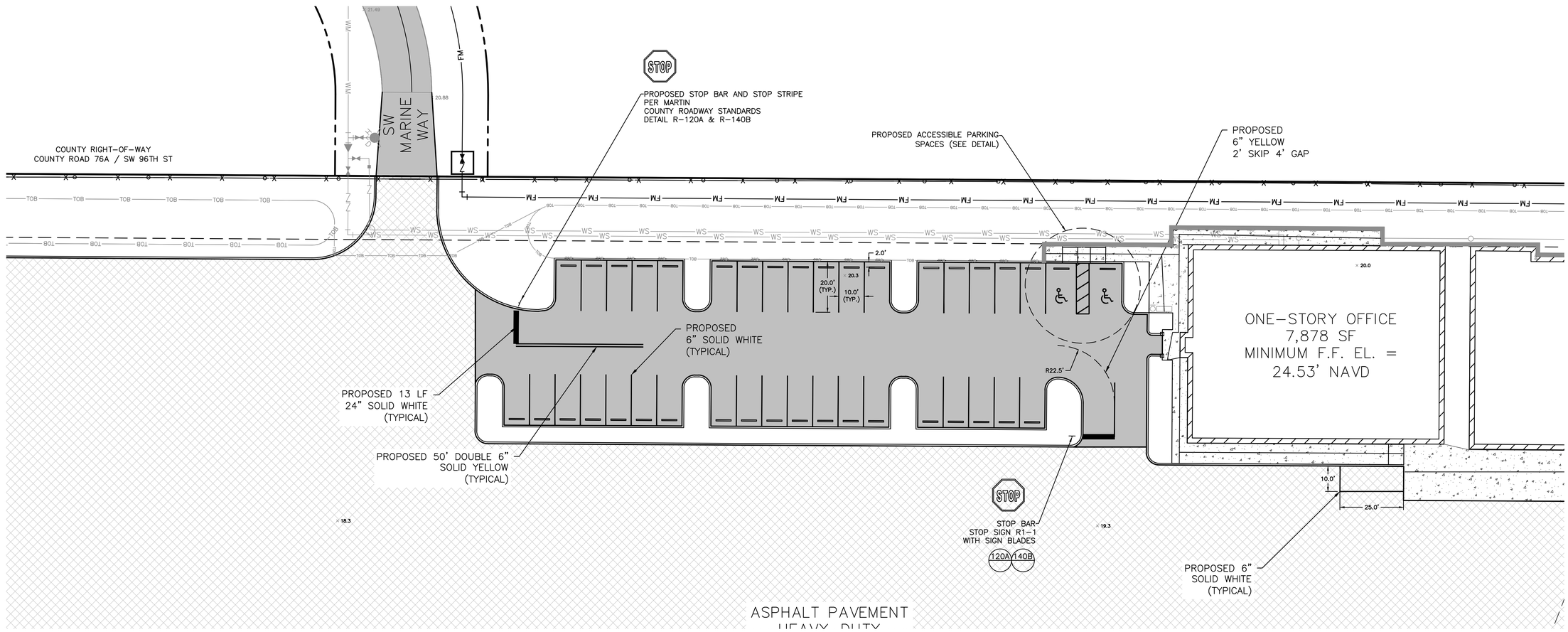
1. THE CONTRACTOR SHALL PROVIDE A QUALITY CONTROL PLAN FOR MONITORING OF ALL EARTHWORK AND RELATED OPERATIONS. THE QUALITY CONTROL PLAN SHALL INCLUDE AS A MINIMUM, ALL TESTS THAT WILL BE PERFORMED INCLUDING THE PROPOSED TEST FREQUENCIES, ALL MATERIAL SOURCES, THE NAME AND BACKGROUND OF THE PERSON THAT THE CONTRACTOR WILL DESIGNATE AS THE CONTRACTOR'S QUALITY CONTROL MANAGER. THE NAME AND QUALIFICATIONS OF THE TESTING LABORATORY THAT WILL BE PERFORMING QUALITY CONTROL TESTING AND THE NAMING AND QUALIFICATIONS OF THE TESTING LABORATORY PERSONNEL THAT WILL BE PERFORMING THE QUALITY CONTROL TESTING.
2. THE TESTING LABORATORY THAT IS RETAINED TO PERFORM THE CONTRACTOR'S QUALITY CONTROL TESTING MUST BE CERTIFIED BY A RECOGNIZED QUALIFYING AGENCY SUCH AS FOOT, CMEC OR AASHTO FOR THE TYPE OF WORK TO BE PERFORMED.
3. THE QUALITY CONTROL PLAN SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE START OF ANY EARTHWORK OR RELATED OPERATION.
4. UTILIZATION OF MATERIALS WITHIN ANY ROADWAY CROSS-SECTION SHALL BE IN ACCORDANCE WITH FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION) UNLESS OTHERWISE SHOWN ON THE PLANS.
5. IF THE EXISTING FILL IS CLASSIFIED AS A-2-4 BASED ON AASHTO M-145 CRITERIA, THE MAXIMUM PERMISSIBLE MOISTURE CONTENT SHALL BE 2 PERCENT ABOVE THE OPTIMUM MOISTURE CONTENT.

COMPACTION

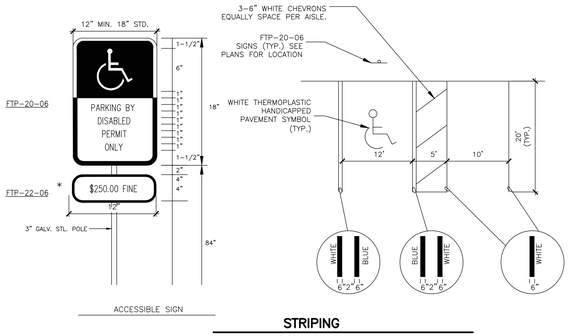
1. WHERE THERE ARE EXISTING STRUCTURES ADJACENT TO THE SITE THAT MAY BE AFFECTED BY VIBRATORY EQUIPMENT, DENSIFICATION MUST BE PERFORMED USING EQUIPMENT THAT WILL SATISFY THE REQUIRED DENSIFICATION WITHOUT THE RISK OF DAMAGE TO THE EXISTING STRUCTURES.
2. DENSIFICATION PROCEDURES MUST COMPLY WITH THE CAPABILITY OF THE EQUIPMENT EMPLOYED.
3. WHEN SELF-PROPELLED STEEL DRUM VIBRATORY EQUIPMENT CANNOT BE USED AS SPECIFIED, VIBRATORY PLATE COMPACTORS MAY BE USED. WHEN THIS CONDITION OCCURS, THE OVERALL DENSIFICATION PROCEDURE MUST BE REVISED TO COMPLY WITH THE CAPABILITY OF THE EQUIPMENT EMPLOYED. IN GENERAL, SMALL PLATE COMPACTORS WILL BE EFFECTIVE TO A MAXIMUM DEPTH OF 6 TO 8 INCHES.

SOIL RECOMMENDATION AND REQUIREMENTS

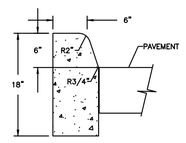
1. STRIPPING AND GRUBBING:
   - DURING THE GRUBBING OPERATION, ROOTS WITH A DIAMETER GREATER THAN ½ INCH, OR SMALL ROOTS IN A DENSE STATE, SHOULD BE GRUBBED AND COMPLETELY REMOVED. PROOF-ROLLING THE CLEARED SURFACE IS RECOMMENDED TO LOCATE ANY UNFORESEEN SOFT AREAS OR UNSUITABLE SURFACE OR LOOSE TO LOOSE-FINE SAND SOILS WITHIN THE TOP 3 TO 4 FEET, AND TO PREPARE THE EXISTING SURFACE FOR THE ADDITION OF THE FILL SOILS (AS REQUIRED). ONE COVERAGE CONSISTS OF PARALLEL PASSES OF THE VIBRATORY ROLLER TRAVELING AT ' WALKING SPEED". EACH PASS SHOULD OVERLAP THE PRECEDING PASS BY 30% TO INSURE COMPLETE COVERAGE. SUBSEQUENT COVERAGES SHOULD BE CONDUCTED IN A DIRECTION PERPENDICULAR TO THE PRECEDING COVERAGE. IN AREAS THAT CONTINUE TO "YIELD" REMOVE ALL DELITERIOUS MATERIAL AND REPLACE WITH A CLEAN, COMPACTED SAND BACKFILL. THE PROOF ROLLING SHOULD PRODUCE A DENSITY EQUIVALENT TO 95% OF THE MODIFIED PROCTOR (ASTM D-1557) MAXIMUM DRY DENSITY VALUE FOR A DEPTH OF 2 FEET IN THE BUILDING AREA. ADDITIONAL PASSES MAY BE REQUIRED IF THESE MINIMUM DENSITY REQUIREMENTS ARE NOT ACHIEVED.
2. FILL REPLACEMENTS:
   - WHERE FILL IS TO BE PLACED ON NATURAL GROUND, THE SURFACE MUST FIRST BE PREPARED AS OUTLINED ABOVE. THE FILL AT GRADE SHOULD EXTEND A MINIMUM OF FIVE FEET (5') BEYOND THE STRUCTURE OUTLINE.
   - FILL SHOULD BE A UNIFORM FREE DRAINING GRANULAR SOIL (CLEAN S



NOTES:
1. ALL STRIPING AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE MOST STRINGENT OF MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, FDOT, AND LOCAL MUNICIPALITY REGULATIONS.



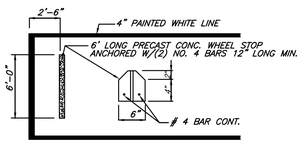
STRIPING
PER FDOT INDEX NO. 700-102



GENERAL NOTES

1. THE CONCRETE FOR CURBS SHALL BE COMPRESSIVE STRENGTH OF 3000 PSI.
2. ALL CURBS SHALL HAVE CONTRACTION JOINTS AND SHALL BE CONSTRUCTED AT INTERVALS NOT TO EXCEED 10'- 0" ON CENTERS FOR ALL CURBS.

D CURB
PER FDOT INDEX NO. 520-001



NOTE: SEE SITE PLAN FOR PARKING SPACE SIZE AND FOR WHEEL STOP LOCATIONS. PAINT WHEEL STOPS OSHA YELLOW

CONCRETE WHEEL STOP DETAIL

MAINTENANCE OF TRAFFIC CONTROL DEVICES

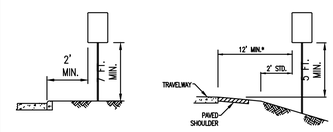
TRAFFIC SIGNS ON PRIVATELY MAINTAINED ROADS ARE THE RESPONSIBILITY OF THE MAINTAINING ENTITY, TYPICALLY, THE HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION. WHERE PRIVATELY MAINTAINED ROADS INTERSECT STATE OR COUNTY MAINTAINED ROADS, THE TRAFFIC SIGNS (SUCH AS STREET NAME "BLADES" AND REGULATORY SIGNS) AND MARKINGS (SUCH AS STOP BARS) "SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER AND CURRENT USER ENTITY" NOT THE COUNTY OR THE STATE. PRIOR TO THE MARTIN COUNTY SHERIFF'S OFFICE PATROLLING ON PRIVATE ROADS, AN AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADS MUST BE EXECUTED WITH MARTIN COUNTY. THE HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION SHALL SUBMIT A CERTIFICATION OF COMPLIANCE WITH THESE REGULATIONS PRIOR TO THE EXECUTION OF THE AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADS; THE CERTIFICATION MUST BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA.

THE DESIGN AND MANUFACTURING OF ALL SIGNING AND MARKINGS REQUIRED FOR THE OPERATION OF THE CONNECTION (SUCH AS STOP BARS AND STOP SIGNS FOR THE CONNECTION) SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER AND CURRENT ENTITY RESPONSIBLE FOR THE CONNECTION, OR GOVERNMENTAL ENTITY HAVING JURISDICTION OVER THE CONNECTION, ROAD, OR INTERSECTION OF THE COUNTY ROAD REGARDLESS OF THE OWNER OF THE RIGHT-OF-WAY AS PROVIDED IN CHAPTER 316, FLORIDA STATUTES.

ALL TRAFFIC CONTROL DEVICES INSTALLED ON COUNTY OR PRIVATELY MAINTAINED ROADS SHALL BE IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD PLANS, AND THESE STANDARDS.

PLACEMENT OF TRAFFIC CONTROL DEVICES

PER FLORIDA STATUTE 316.0747, THE PLACEMENT OR POSITION OF TRAFFIC CONTROL DEVICES ALONG ROADS WHERE THE PUBLIC IS INVITED, INCLUDING THOSE DEVICES INSTALLED ON PRIVATE PROPERTY, SHALL MEET THE STATE STANDARDS ADOPTED BY THE FDOT, WHICH INCLUDES THOSE IDENTIFIED IN THE MUTCD. IF THE STANDARD POSITION CANNOT BE ATTAINED DUE TO IMMOBILE OBSTRUCTIONS, ALTERNATIVE PLACEMENT MAY BE PERMITTED BY THE COUNTY ENGINEER.



*THE SETBACK FOR STOP OR YIELD SIGNS MAY BE REDUCED TO 3' MINIMUM FROM THE DRIVING LANE IF REQUIRED FOR VISIBILITY IN BUSINESS OR RESIDENTIAL AREAS WITH NO CURB AND SPEEDS OF 30 MPH OR LESS

MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS	DETAIL R-140A
TRAFFIC CONTROL	DATE: 12/03/19

SIGNS AND MARKINGS

R1-1 — INSTALLATION OF STOP SIGNS SHALL BE IN ACCORDANCE WITH THE SECTION 28.04 OF THE MUTCD. MULTI-WAY STOP SIGNS SHALL BE PLACED ONLY IF APPLICABLE IN ACCORDANCE WITH SECTION 28.07 OF THE MUTCD. STOP SIGNS ARE USED TO INDICATE THAT TRAFFIC IS ALWAYS REQUIRED TO STOP AND SHOULD NEVER BE USED TO SLOW OR CALM TRAFFIC FLOW. STOP SIGNS SHALL BE OCTAGONAL AND AT LEAST 30 INCHES HIGH BY 30 INCHES WIDE WITH WHITE DIAMOND GRADE SHEETING BACKGROUND AND CLEAR RED ELECTROCUT OVERLAY OR SILKSCREENED WITH CLEAR ULTRAVIOLET RESISTANT OVERLAY.

A STOP BAR OR LINE IS REQUIRED AT EACH LOCATION WHERE A STOP SIGN EXISTS. THE STOP BAR SHALL CONSIST OF A SOLID 24-INCH WIDE WHITE THERMOPLASTIC LINE THAT EXTENDS ACROSS THE APPROACH LANES TO INDICATE THE POINT AT WHICH THE STOP IS INTENDED OR REQUIRED TO BE MADE.

R1-2 — YIELD SIGNS SHALL BE USED ONLY TO CONTROL MERGE MOVEMENTS AND TO ASSIGN THE RIGHT OF WAY AT THE ENTRANCE OF A ROUNDABOUT INTERSECTION. YIELD SIGNS ARE TRIANGULAR AND SHALL BE AT LEAST 36 INCHES ALONG EACH SIDE WITH WHITE DIAMOND GRADE SHEETING BACKGROUND AND CLEAR RED ELECTROCUT OVERLAY OR SILKSCREENED WITH CLEAR ULTRAVIOLET RESISTANT OVERLAY.

R3-7 — NO RIGHT TURN OR NO LEFT TURN SIGNS SHOULD BE PLACED WHERE THEY WILL BE MOST EASILY SEEN BY ROAD USERS WHO MIGHT BE INTENDING TO TURN. THESE SIGNS ARE THE ONLY SIGNS (OTHER THAN THE SUPPLEMENTAL PLAQUE) PERMITTED TO BE PLACED ON THE POST IN CONJUNCTION WITH A STOP OR YIELD WHEN LOCATED ON OR NEAR THE RIGHT CORNER OF THE INTERSECTION. TURN PROHIBITION SIGNS SHALL BE AT LEAST 24 INCHES HIGH BY 24 INCHES WIDE WITH WHITE DIAMOND GRADE SHEETING BACKGROUND AND CLEAR RED ELECTROCUT OVERLAY OR SILKSCREENED WITH CLEAR ULTRAVIOLET RESISTANT OVERLAY.

R2-1 — SPEED LIMIT 30 — SPEED LIMITS SHALL BE ESTABLISHED IN ACCORDANCE WITH THE FDOT' SPEED ZONING FOR HIGHWAYS, ROADS, AND STREETS IN FLORIDA. SPEED LIMIT SIGNS SHALL BE AT LEAST 30 INCHES HIGH BY 24 INCHES WIDE WITH WHITE DIAMOND GRADE SHEETING BACKGROUND OR SILKSCREENED WITH CLEAR ULTRAVIOLET RESISTANT OVERLAY.

THE MINIMUM POSTED SPEED IN MARTIN COUNTY IS 25 MPH; HOWEVER, SCHOOL ZONES MAY BE POSTED AT 20 MPH.

ONLY SCHOOL WARNING SIGNS, INCLUDING THE "SCHOOL" PORTION OF THE SCHOOL SPEED LIMIT SIGN AND INCLUDING ANY SUPPLEMENTAL PLAQUES USED IN ASSOCIATION WITH THESE WARNING SIGNS, SHALL HAVE A FLUORESCENT YELLOW-GREEN BACKGROUND WITH A BLACK LEGEND AND BORDER.

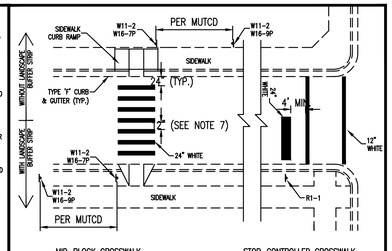
ALL OTHER WARNING SIGNS SHALL HAVE A FLUORESCENT YELLOW BACKGROUND WITH A BLACK LEGEND AND BORDER.

DEAD END — THE DEAD END SIGN (OR FLAG ON A STREET NAME) BLADE SHALL BE USED AT THE ENTRANCE OF A SINGLE ROAD OR STREET THAT TERMINATES IN A DEAD END OR CUL-DE-SAC.

NO OUTLET — THE NO OUTLET SIGN (OR FLAG ON A STREET NAME BLADE) SHALL BE USED AT THE ENTRANCE TO A ROAD OR ROAD NETWORK FROM WHICH THERE IS NO OTHER EXIT.

THE TOP PORTION OF THE PARKING BY DISABLED PERMIT ONLY SIGN SHALL DISPLAY WHITE REFLECTIVE LEGEND AND BORDER WITH A BLUE REFLECTIVE BACKGROUND. THE BOTTOM PORTION OF THE SIGN SHALL DISPLAY AN OPAQUE BLACK LEGEND AND BORDER WITH A REFLECTIVE WHITE BACKGROUND. SIGN FABRICATION SHALL CONSIST OF ONE PANEL.

MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS	DETAIL R-140B
TRAFFIC CONTROL	DATE: 12/03/19



NOTES:
1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION 711.
2. MID-BLOCK CROSSWALK MARKINGS SHALL BE WHITE SPECIAL EMPHASIS.
3. STOP-CONTROLLED CROSSWALK MARKINGS SHALL BE STANDARD.
4. PUBLIC SIDEWALK CURB RAMPS AND DETECTABLE WARNING SURFACES SHALL BE DESIGNED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 522. DETECTABLE WARNING SURFACES SHALL BE CAST IN PLACE ARMOR TILE OR APPROVED EQUAL AND BRICK RED IN COLOR. BOLT OR SCREW DOWN TYPES ARE PROHIBITED.
5. CROSSWALK WARNING SIGNAGE SHALL BE YELLOW, UNLESS CROSSWALK IS LOCATED IN A SCHOOL ZONE WHERE LIME-GREEN SHALL BE USED.
6. SIGN INSTALLATION SHALL BE PER TRAFFIC CONTROL DETAIL, R-140A.
7. MAY BE INCREASED TO 24" WHERE MORE THAN TWO LANES ARE CROSSED.

MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS	DETAIL R-120A
CROSSWALK	DATE: 12/03/19

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

NO.	DATE	REVISIONS PER MC GROWTH MANAGEMENT	BY
1	02-13-23		SMB

REVISION:

(IN FEET)
1 inch = 20 ft.
VERTICAL DATUM NAVD 88

DRAWN: D.O. 9-23-2021
PROJECT: F0401
FILE: BASE.dwg

THE MILCOR GROUP, INC.
A DIVISION OF:
HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
10975 SE FEDERAL HIGHWAY
HOBE SOUND, FL 33455
725 SE PORT ST LUCIE BLVD
UNIT 104
PORT ST. LUCIE, FL 34984
PH: (772) 223-8850
WWW.THEMILCORGROUP.COM
WWW.HALEYWARD.COM
ENGINEERING BUSINESS REGISTRY: 32664

SIGNAGE, PAVEMENT & MARKINGS

FERREIRA MARINE WAY
MARTIN COUNTY, FLORIDA

MELISSA G. CORBETT
No. 59292
MAR 14 2023
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SHEET NO.
15

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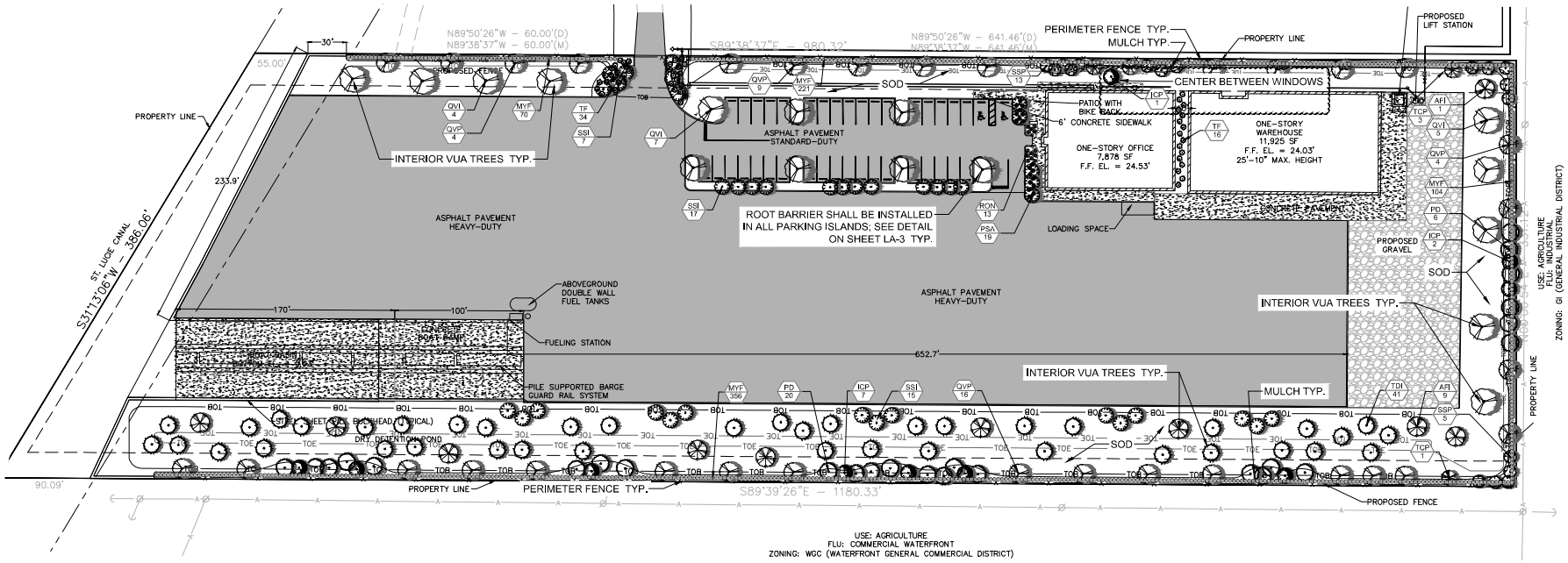

PLANT SCHEDULE:

PARKING/VUA TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	AFI	10	Acer rubrum 'Florida Flame'	Florida Flame Red Maple	45G	12' HT	6'W	5' CT, SP	Native	3" Caliper
	QVI	16	Quercus virginiana	Southern Live Oak	45G	12' HT	6'W	6'CT, SP	Native	3" Caliper
	SSI (13 CREDITS)	39	Sabal palmetto	Cabbage Palmetto	FG	14'-22' CT		HVY CAL, SLK, SP	Native	
	TDI	41	Taxodium distichum	Bald Cypress	FG	12' HT	6'W	SP	Native	3" Caliper
PERIMETER TREES	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONTAINER**	**HEIGHT**	**WIDTH**	**NOTES**	**NATIVE**	**CALIPER**
	ICP	10	Ilex cassine	Dahoon Holly	30G	10' HT	4' W	3' CT, F, SP	Native	2" Caliper
	PD	26	Pinus elliottii densa	Slash Pine	FG	10' HT	4' W	3' CT, F, SP	Native	2" Caliper
	QVP	32	Quercus virginiana	Southern Live Oak	30G	10' HT	5'W	5' CT, SP	Native	2" Caliper
	SSP (6 CREDITS)	18	Sabal palmetto	Cabbage Palmetto	FG	10'-18' CT		MIX HTS, HC, SP	Native	
	TCP	4	Tabebuia caraiba	Yellow Tabebuia	30G	10' HT	5'W	4' CT, F, SP	Non-native	2" Caliper
SHRUBS	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONTAINER**	**HEIGHT**	**WIDTH**	**NOTES**	**NATIVE**	
	MYF	742	Myrcianthes fragrans	Simpson's Stopper	3G	24" HT	18"W	F	Native	
	PSA	19	Pennisetum setaceum '	White Fountain Grass	3G	24" HT	18"W	F	Non-native	
	RON	13	Rondeletia leucophylla	Panama Rose	3G	24" HT	24"W	F	Florida Friendly	
	TF	50	Tripsacum dactyloides	Fakahatchee Grass	3G	24" HT	24"W	F	Native	
SOD	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONTAINER**	**HEIGHT**	**WIDTH**	**NOTES**	**NATIVE**	
	SOD	TBD	Paspalum notatum	Bahia Grass	SOD			Free of Weeds and Pests	Florida Friendly	36" o.c.

98% TREES ARE NATIVE
96% SHRUBS ARE NATIVE

SITE & LANDSCAPE DATA :

Site Area Calculations			
Total Site Area	[illegible]	[illegible]	[illegible]
Impervious Area			
Office Building	[illegible]	[illegible]	[illegible]
Warehouse Building	[illegible]	[illegible]	[illegible]
Asphalt/Concrete	[illegible]	[illegible]	[illegible]
Standard Parking	[illegible]	[illegible]	[illegible]
Proposed Gravel	[illegible]	[illegible]	[illegible]
Sidewalk	[illegible]	[illegible]	[illegible]
Dock	[illegible]	[illegible]	[illegible]
Sod	[illegible]	[illegible]	[illegible]
Subtotal	[illegible]	[illegible]	[illegible]
Canals	[illegible]	[illegible]	[illegible]
Total Impervious Area	[illegible]	[illegible]	[illegible]
Pervious Area			
Dry Detention	[illegible]	[illegible]	[illegible]
Open Space	[illegible]	[illegible]	[illegible]
Total Impervious Area	[illegible]	[illegible]	[illegible]
Total Pervious Area	[illegible]	[illegible]	[illegible]

SITE TREE REQUIREMENTS
357,854 DIV. BY 2,500 = 143 TREES

TREE REQUIREMENTS
VEHICULAR USE AREA PERIMETER = 2,303 LF
2,303 L.F. DIV. BY 30 = 77 TREES
INTERIOR VEHICULAR USE AREAS = 182,387 SF
(INCLUDES PARKING, ASPHALT, GRAVEL, & BOAT RAMP AREAS)
199,320 DIV BY 5,000 = (40)- 500 S.F. REQUIRED PLANTING AREAS
*40 (2) = 80 INTERIOR TREES REQUIRED

TOTAL TREES REQUIRED: 157 TREES

SHRUB REQUIREMENTS
VEHICULAR USE AREA PERIMETER = 2,303 LF
2,303 DIV. BY 3 = 768 SHRUBS

TOTAL SHRUBS REQUIRED: 768 SHRUBS

TOTAL TREES PROVIDED: 157 TREES
TOTAL SHRUBS PROVIDED: 789 TREES

*65 INTERIOR VUA TREES PLACED ALONG THE PERIMETER

Digitally signed by Paul A. Goulas
Date: 2023.08.17 09:38:48 -04'00'
Adobe Acrobat version: 2023.003.20269

Required Xeriscape Points:

51% or more of the grass areas are made up of drought-tolerant grass species	10 points
51% or more of the required shrubs are made up of drought-tolerant species	10 points
51% or more of the required trees are made up of drought-tolerant species	10 points
Utilization of moisture sensing controller other than a rain-sensor override device	5 points
Utilization of mulch other than cypress mulch	5 points
Utilization of compacted mulch with a 3" min. depth in all planted areas	10 points
	50 Total Points

Know what's below. Call before you dig.

DRAWING INDEX:

LA-1: OVERALL PLAN, LANDSCAPE DATA, & PLANT SCHEDULE
LA-2: TREE INVENTORY & DISPOSITION PLAN
LA-3: LANDSCAPE DETAILS & SPECIFICATIONS

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 buffeyards 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:
  a. 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;
  b, Repair or replacement of required walls, fences, or structures to a structurally sound condition;
  c. Regular maintenance, repair or replacement, where necessary, of any screening or buffering required by this division;
  d. Perpetual maintenance to prohibit the re-establishment of harmful exotic species within landscaping and preservation areas; and
  e. 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.

Project Team
Landscape Architect:
Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983
Civil Engineer:
THE MILCOR GROUP, INC.
CEG ENGINEERS
10070 SE FEDERAL HIGHWAY
HOBE SOUND, FL 33455
723 SE PORT ST LUCIE BLVD
SUITE 101
PORT ST LUCIE, FL 34983
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FERREIRA MARINE WAY

MARTIN COUNTY, FLORIDA

Landscape Plan

Revisions		
Date	Init.	Description
5.31.21	PG	1st Submittal
8.16.23	PG	Revised per Comment

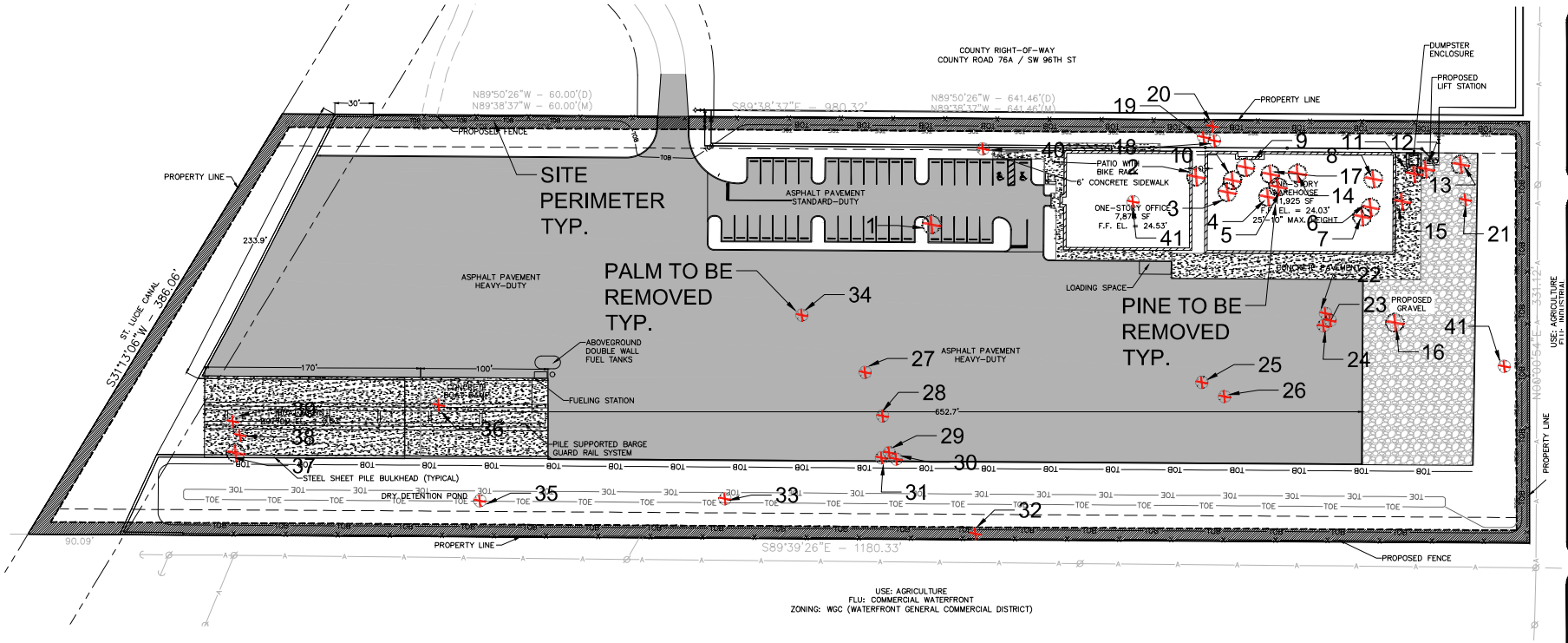
PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By: PG
Checked By: PG
Municipal Project:
Scale:

NORTH

SCALE: 1" = 40'
0 20' 40' 80

LA-1



EXISTING TREE DATA

Existing Trees:	Disposition / Replacement Required / Preserved Credits
1. *Pinus elliotti,* Slash Pine, 15" DBH	To be Removed / Not Located Within Perimeter, No Mitigation Required
2. *Pinus elliotti,* Slash Pine, 17" DBH	To be Removed / Not Located Within Perimeter, No Mitigation Required
3. *Pinus elliotti,* Slash Pine, 13" DBH	To be Removed / Not Located Within Perimeter, No Mitigation Required
4. *Pinus elliotti,* Slash Pine, 12" DBH	To be Removed / Not Located Within Perimeter, No Mitigation Required
5. *Pinus elliotti,* Slash Pine, 18" DBH	To be Removed / Not Located Within Perimeter, No Mitigation Required
6. *Pinus elliotti,* Slash Pine, 8" DBH	To be Removed / Not Located Within Perimeter, No Mitigation Required
7. *Pinus elliotti,* Slash Pine, 12" DBH	To be Removed / Not Located Within Perimeter, No Mitigation Required
8. *Pinus elliotti,* Slash Pine, 13" DBH	To be Removed / Not Located Within Perimeter, No Mitigation Required
9. *Pinus elliotti,* Slash Pine, 12" DBH	To be Removed / Not Located Within Perimeter, No Mitigation Required
10. *Pinus elliotti,* Slash Pine, 14" DBH	To be Removed / Not Located Within Perimeter, No Mitigation Required
11. *Pinus elliotti,* Slash Pine, 13" DBH	To be Removed / Not Located Within Perimeter, No Mitigation Required
12. *Pinus elliotti,* Slash Pine, 8" DBH	To be Removed / Not Located Within Perimeter, No Mitigation Required
13. *Pinus elliotti,* Slash Pine, 13" DBH	To be Removed / Not Located Within Perimeter, No Mitigation Required
14. *Pinus elliotti,* Slash Pine, 12" DBH	To be Removed / Not Located Within Perimeter, No Mitigation Required
15. *Pinus elliotti,* Slash Pine, 12" DBH	To be Removed / Not Located Within Perimeter, No Mitigation Required
16. *Pinus elliotti,* Slash Pine, 8" DBH	To be Removed / Not Located Within Perimeter, No Mitigation Required
17. *Pinus elliotti,* Slash Pine, 12" DBH	To be Removed / Not Located Within Perimeter, No Mitigation Required
18. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
19. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
20. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
21. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
22. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
23. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
24. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
25. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
26. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
27. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
28. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
29. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
30. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
31 *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
32. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
33. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
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35. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
36. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
37. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
38. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
39. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
40. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required
41. *Sabal palmetto,* Sabal Palm, 10' -20' CT	To be Removed / Not Protected, No Mitigation Required

NO PROTECTED TREES EXIST WITHIN THE PERIMETER OF THE SITE; NO MITIGATION REQUIRED

FERREIRA MARINE WAY

MARTIN COUNTY, FLORIDA

Existing Tree Disposition Plan

Revisions		
Date	Init.	Description
5.31.21	PG	1st Submittal

Drawn By: PG
Checked By: PG
Municipal Project:
Scale:

SCALE: 1" = 40'

LA-2

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 misunderstanding 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 blueprints, 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 Superintendent 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 ONE (1) YEAR from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).

1.11 CONTRACTOR QUALIFICATION:
A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:
A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract.
The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:
A. All contractors shall secure and pay for all permits and certificates required for his/her dass 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 systems 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 PLANTING SOIL:
A. Planting soil for all plantings shall consist of existing native soil and shall be free of debris, roots, clay, stones, plants or other foreign materials which might be a hindrance to planting operations or be detrimental to good growth.

2.07 FERTILIZER:
A. Commercial fertilizer shall comply with the state 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. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container	1 tablet
3 gallon container	2 tablets
5 gallon container	3 tablets
7 gallon	5 tablets

Large lots, 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 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 planting 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 Plan for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and refilled with a mixture of (1/2) planting soil (1/2) existing native soil:
3 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lono 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 cleared 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 waterings. 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 paled or topped.

D. Remove all trimmings 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.

D. Stake & Brace all trees larger than 12' ca. See detail.
Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

E. 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. See General Notes of Landscape Plan for water source.

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. 6-8-6 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 watered 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.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER

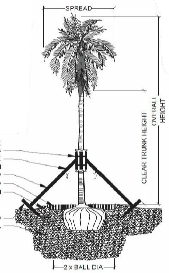
A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER, IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED
IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

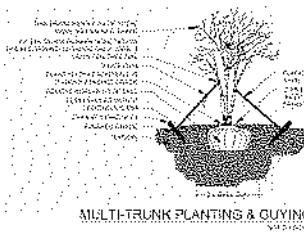
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

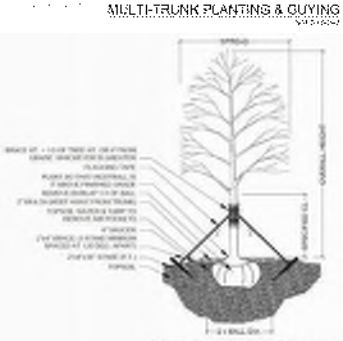
E. WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.



PALM PLANTING - ANGLE STAKE
NOT TO SCALE



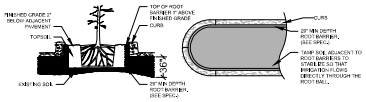
MULTI-TRUNK PLANTING & GUYING



TREE PLANTING & STAKING

TREE PROTECTION DETAIL
NOT TO SCALE

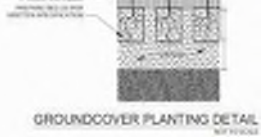
SHRUB PLANTING



SPECIAL APPLICATIONS ROOT BARRIER DETAIL
NOTES:
1. ROOT BARRIER SHALL BE THE BARRIER 24" DEPTH OR APPROVED EQUAL.
2. ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS.
NOT TO SCALE

SPACING DETAIL
NOT TO SCALE

DRAINAGE TESTING DETAIL
NOT TO SCALE



GROUNDCOVER PLANTING DETAIL
NOT TO SCALE

Project Team

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772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
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FAX: (772) 223-8051
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SUITE 101
PORT ST. LUCIE, FL 34984
PH: (772) 223-8050
FAX: (772) 223-8051

FERREIRA MARINE WAY

MARTIN COUNTY, FLORIDA

Landscape Details & Specifications

Revisions

Date	Init.	Description
5.31.21	PG	1st Submittal

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By: PG
Checked By: PG
Municipal Project:
Scale:

LA-3

Exhibit F

FINAL DRAFT

Considerations for Stormwater Features within Contaminated Sites

Florida Department of Environmental Protection
Division of Waste Management
District & Business Support Program
Tallahassee, FL

Problem Statement:
Conditional Site Rehabilitation Completion Orders (CSRCOs) under Rule 62-780.680(2) or (3), F.A.C. may restrict construction of new and/or alteration of existing stormwater management systems (SWMS). The State supports reuse of contaminated sites and recognizes that new construction requires placement of SWMS to appropriately manage runoff from impervious surfaces. Contaminated sites may require expansion of the impervious areas (new building foundations, parking, pavement, access roads, etc.) and may trigger modification of the existing SWMS.

In the case of contaminated sites that qualify for a conditional site rehabilitation completion order (CSRCO), the planning for potential areas on the site for future SWMS is important so as not to violate the possible engineering control, or otherwise cause contamination to circumvent the control and spread contamination to either previously uncontaminated areas or offsite. If such a spread or impact occurred, it would render the CSRCO void.

Goal:
The construction or modification of SWMS should not affect contamination at the site (cause leaching from soil or mobilize the groundwater contaminant plume). In some cases, the construction of SWMS may be addressed prior to closure and the restriction removed from the CSRCO. Please note that adequate demonstration must be provided that neither the currently proposed or any future modification of the SWMS will exacerbate the contamination at the site. Potential future development including the type and location of the SWMS should be evaluated. Guidance on addressing SWMS construction prior to closure is provided below.

For situations where prior SWMS evaluation is not possible, this guidance can also assist in obtaining approval for the construction of a new or modification of an existing SWMS on a contaminated site following closure.

SWMS - Design & Best Practices at Contaminated Soil and/or Groundwater Sites in Relation to CSRCOs

The placement, design and use of stormwater structures, ponds, and pathways is a critical part of a plan to prevent the spread of pollution at known contaminated sites due to the potential to cause leaching from soils or to create a hydraulic head to spread contamination in groundwater across the site or off site to previously uncontaminated areas.

In general, stormwater structures, ponds and pathways are to be placed in previously non-contaminated areas of a site to prevent and/or reduce the possibility of causing the contamination to spread or increase due to leaching or hydraulic head conditions.

Dry Pond vs Wet Pond. Subject to comments and requirements of the SWMS reviewing agencies, as appropriate, dry ponds should be designed to recover within 72 hours of a rain event. Dry ponds with underdrains should recover within 36 hours. It is recommended that the bottom of the dry pond be at least 2 ft above the Seasonal High-Water Table (SHWT). Wet ponds have to recover to their static elevation within a certain timeframe (usually noted in the construction application) and the pond bottom is below the SHWT.

SWMS must be designed with site groundwater elevation data in mind to not adversely affect the contaminated areas of the site. A sufficient number of wells or piezometers must be used, and groundwater elevation contour maps developed to accurately demonstrate the direction of

groundwater flow at the site. The stormwater design may only be placed in specific areas in such a way to not impact or cause movement of contamination.

Further consideration is needed to evaluate the placement of engineering controls, to clearly define the appropriate or available locations for the construction of SWMS.

The following questions should be considered during the planning stages of the SWMS

- What will be the type of the future development, residential or commercial?
- Because of the land use and size as well as the underlying lithology, what type of stormwater system will work better:
    a. Wet detention system
    b. Detention with effluent filtration
    c. Lined detention pond or vault
    d. Dry system (retention pond)
    e. Underground exfiltration (subterranean gallery)
    f. Sand chimney
- What is the extent and depth of the groundwater plume in the restrictive area?
- Is the restriction for the use of groundwater and/or irrigation wells?
- Is soil contamination under an engineering control (EC) and will the EC be breached?
- Will dewatering during construction of the SWMS affect plume migration?
- How will the water from the dewatering operations be disposed (e.g., onsite management, sanitary sewer, generic permit, NPDES)?

Groundwater:

A mounding model can be used to support that a SWMS installed some distance or location away from the plume will not cause the plume to migrate. Approved models and design requirements must be consistent with the agencies responsible for reviewing the SWMS application.

Prior to Closure

a. Depth to contaminant if a demonstration is provided that groundwater is at a depth that the infiltration from the SWMS will not cause the plume to migrate, then it may be possible to remove the stormwater restriction from the CSRCO. The demonstration or modeling should be based upon the appropriate design storm event usually 100-yr/24-hour or 25-year/24-hour depending on the type of system (open or closed) and the reviewing agency requirements. The SWMS should be engineered to impact only the upper surficial aquifer.

b. Plume in relationship to confining layer – If groundwater contamination is below a competent confining layer, stormwater restrictions should not be necessary. However, language may need to be included in the CSRCO that the confining unit cannot be breached in the construction of the SWMS.

c. If construction of the SWMS will occur on top of the plume and cannot be addressed by a. or b. above, then the CSRCO can specify that any SWMS construction will require use of a liner thereby eliminating the need for subsequent Department (Waste Management) approval. Please note that lined ponds are for storage/evaporation and need to have outflow structures. The outflow should direct runoff to areas away from the contamination.

Subsequent to Closure
SWMS constructed on top of the groundwater plume will require a liner unless a. and b. from "Prior Closure Section" above can be demonstrated.

SWMS constructed upgradient, cross-gradient or downgradient, and within 500 feet of the plume will require a mounding analysis be submitted to determine if the mound intersects the plume.

Soil:
If soil contamination is present, the impact of the proposed SWMS on potential leaching or direct exposure must be addressed.

If soils exceed the Leachability Soil Cleanup Target Level (L-SCTL), Synthetic Precipitation Leachate Procedure (SPLP, EPA Method SW-846-1312) testing can be conducted prior to closure to demonstrate that the contamination will not leach and the restriction on SWMS can be removed. An appropriate number of samples should be collected from different lithologies and the highest concentrations within those lithologic units used in the SPLP analysis. A minimum of three samples per lithologic unit is recommended, but additional samples may be required depending on the size of the impacted area.

If a dry pond is to be constructed on top of soil that exceeds the direct exposure soil cleanup target level, the pond bottom must have an engineering control in place to mitigate the exposure risk. This could be in the form of a 2-foot clean fill barrier, impermeable liner, or the use of an alternative soil cleanup target level for an appropriate exposure scenario. The control would be included in the Institutional Control Registry and documented in the CSRCO.

Dewatering
Pursuant to Rule 62-621.300(2), F.A.C., coverage under this generic permit constitutes authorization to discharge groundwater from dewatering operations through a point source to surface waters of the State. Please ensure that the parameters of concern in the groundwater restricted area are below the surface water criteria. See Chart 1 below.

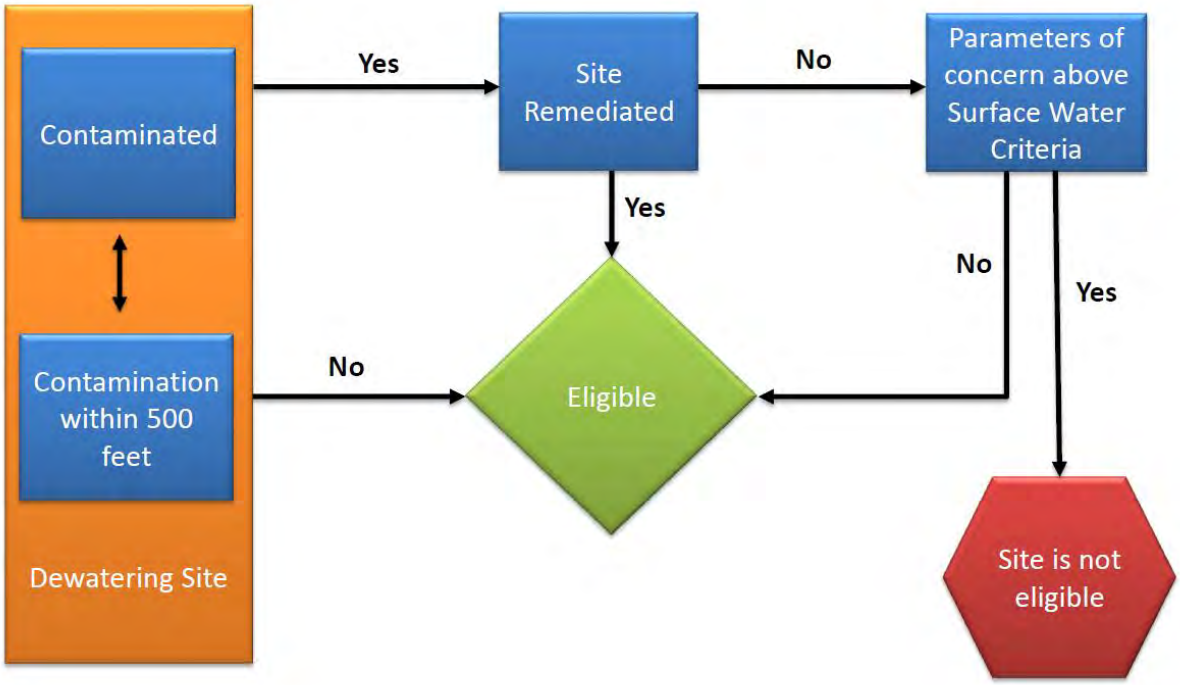

Chart 1. Decision tree for dewatering at contaminated sites. Provided by the Southwest District.

If the site does not qualify for a non-contaminated site permit, then an option is to contact the appropriate lead government agency for approvals to discharge to the sanitary sewer. The Dewatering permit is processed by DEP District Offices.

Further Consideration

It may be prudent to label areas acceptable and non-acceptable to stormwater structures, ponds, and pathways as part of the draft CSRCO Process. This in effect would be a secondary restrictive area(s) for non-acceptable future stormwater structure construction zones. The primary restrictive area would be the contaminated area(s) itself. Each CSRCO site would have specific maps which specifically designates these areas and defines the extent of contamination and the restricted area(s). The secondary restrictive area map would create a future stormwater use map for each site.

For additional information please contact Lynn Walker at Lynn.Walker@floridadep.gov or 850-245-7502. You may also contact the contributors listed below.

References:

a. *Operating Agreement Concerning Regulations under Part IV, Chapter 373 F.S. between SWFWMD and DEP*
b. *SWFWMD Environmental Resource Permit Applicant Handbook Volume II, effective June 1, 2018*
c. *DEP-NWFWMD ERP References and Design Aids*

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Craig.Parke@FloridaDEP.gov

STOP
Notice of Community Meeting and Public Hearings for
Proposed Brownfield Area Designation Pursuant to Florida's
Brownfields Redevelopment Act
Representatives for Forestar Construction Co. will hold a community meeting on November 5,
2024, from 5:30 p.m. until not later than 7:00 p.m., at the Courtyard by Marriott Stuart, 7615
SW Leon River Road, Stuart, FL 34997. This community meeting will be held for the purpose of
affording interested parties the opportunity to provide comments and suggestions about the
potential designation of land located approximately at 9670 SW Marine Way, Martin County,
Florida, identified by Folio Number 13-39-40-000-004-00020-5, as a Brownfield Area. This
Community Meeting will also address future development and rehabilitation activities planned
for the site.
The designation is being made pursuant to Section 376.80, Florida Statutes, of Florida's
Brownfield Redevelopment Act, and will involve a public hearing, date to be announced, before
the Martin County Board of Commissioners and a second public hearing, date to be announced,
to be held in the Commission Chambers at 2401 SE Monterey Road, Stuart, FL 34996.
For more information regarding the community meeting and/or the public hearings or to
provide comments and suggestions regarding designation, development, or rehabilitation at
any time (either or after the community meeting and/or public hearings, please contact Brett C.
Brumund, Esq. who can be reached by telephone at (305) 448-1300, U.S. Mail at The Goldstein
Environmental Law Firm, P.A., 2100 Ponce de Leon Boulevard, Suite 710, Coral Gables, FL
33134, and/or email at bbrumund@goldsteinenvlaw.com.

Abortion

Continued from Page 4A

Cherice Felix, an OB-GYN at Planned Parenthood in West Palm Beach, said she left Tennessee after the state banned abortion and "watched that system fall apart piece by piece."

"Each restriction, each ban, it opened the door to a new way of restricting communication between doctors and their patients in the exam room," she said during a Zoom press conference for the Yes on 4 campaign. "It restricted the care that we could give our patients, and then eventually it just flat out banned it. So I now live and work here, and watching similar things happen here in the state of Florida, it's really alarming."

Five states, including Tennessee, have either enacted or are considering "abortion trafficking" laws. Such laws typically allow for criminal charges on an adult who is found to be "recruiting, harboring, or transporting" a minor to get an abortion, according to an Idaho law that was the first to go on the books.

In October, the Texas Supreme Court let stand a lower court decision that says hospitals are not required to provide emergency abortions.

Cases like this, along with the stories of two Georgia women whose deaths were linked to the state's abortion ban, are frightening providers and especially patients, who have more questions now that they have fewer options.

"They are hearing wild and crazy things on social media, some of which are absolutely true," said Cheryl, a midwife who practices in North Florida, who asked to remain anonymous because of fear of professional repercussions.

During a routine third trimester checkup, one of her high risk patients came to her appointment with her husband and looked her in the eye and asked, "How are you going to decide if I have to die in order for the baby to live?"

Cheryl was stunned. "I said, 'We're taking the best care of you and your baby,' " she said, grateful it never came to that.

But critics of the amendment say such concerns are overblown.

Dr. Christina Peña, a Miami OB-GYN also with Florida Physicians Against Amendment 4, said at a Coral Gables event with DeSantis, "Do not believe the lie. Women are not dying across our state because of lack of access to abortion under our current laws."

Florida Gov. Ron DeSantis speaks against Amendment 4 alongside representatives from Florida Physicians Against Amendment 4 in Jacksonville on Oct. 22. PROVIDED BY THE FLORIDA CHANNEL

Few Florida options for women seeking abortions beyond six weeks

For women in Florida who don't qualify under the exceptions and who seek to get an abortion after six weeks, there are few options. If the fetus' gestational age is lower than 11 weeks, they can get abortion pills, mifepristone and misoprostol, through the mail.

"It's better than the coat hanger days, but still, I wouldn't want my daughter to take mifepristone unmonitored," said Christie. These medications "are about as safe as you can get, but like any medication, there's complications, so I would want supervision."

Beyond 11 weeks, the pills may not be effective and could increase complications, Christie said. But women may still take the risk. Some already are.

"Did abortions happen prior to 1973? Of course, they happened. Did they happen completely safely? No, they did not. And that's where we are at this point. We're pre-1973," said Christie.

That year, the U.S. Supreme Court determined the U.S. Constitution protected a women's right to an abortion in Roe v. Wade. The current court tossed out that decision in June 2022, throwing the issue to the states.

Now, if a woman wants to travel for an abortion, she will have to spend thousands of dollars to get to Washington, D.C., or New York City, some of the closest places that allow abortion with the fewest barriers.

While North Carolina allows abortion up to 12 weeks, the 72-hour in-person waiting period makes it difficult for many to make the somewhat drivable distance for an appointment.

The next closest is Virginia, where abortion is banned in the third trimester. But it's hard to find direct flights, the nearest abortion provider can be an hour from the airport and those clinics are already at capacity.

As previously reported by the USA TODAY Network-Florida, four out of the five organizations that provide monetary assistance for those seeking abortions in Florida say they have seen drastic increases in the number of callers and costs since May 1.

After abortion, some Florida doctors worry IVF is next

The way Christie talks about his patients is with a fierce defensiveness. He says they've already been through enough by the time they see him for fertility treatment, like in-vitro fertilization.

Which is where he thinks the state is going to go next if Amendment 4 doesn't pass. "There's no question. IVF is on the menu," he said.

Here's why: Some doctors worry that "heartbeat" bills could potentially affect embryos for IVF. For example, three states, including Georgia, have already enacted fetal personhood laws. In Georgia, the 2022 LIFE Act states that " 'unborn child' means a member of the species Homo sapiens at any stage of development who is carried in the womb."

And earlier this year, Alabama's Supreme Court ruled that frozen embryos are legally protected as children, which shut down IVF clinics across the state and rushed that state's legislature into fast tracking a law to backpeddle the decision.

McCarus, who opposes Amendment 4, said she doesn't believe Florida will go "extreme" and outlaw IVF, however.

"Cooler heads and medical scientists probably prevailed in that (Alabama) decision, so I'm actually relieved that that happened," she said.

Yet earlier this year, a fetal personhood bill, Civil Liability for the Wrongful Death of an Unborn Child (SB 476), was filed by Sen. Erin Grall, R-Fort Pierce, the sponsor of the Heartbeat Protection Act. The bill, which never made it out of the Florida Senate Rules Committee, defined "unborn child" as "a member of the species Homo sapiens, at any stage of development, who is carried in the womb."

This September, the governor's Faith and Community Initiative hosted an event with Attorney General Ashley Moody and Mat Staver, the founder and chairman of the Liberty Counsel, called "Your Legal Rights & Amendment 4's Ramifications."

When the Alabama legislature passed the IVF protection law, Staver called it a "knee-jerk reaction."

"It is too bad legislators are moved more by political winds than in science and in the fundamental issues involving human life," Staver said. "Every human life begins as an embryo and has incalculable worth. Yet this law presents a double standard treating IVF embryos differently by removing their legal protections."

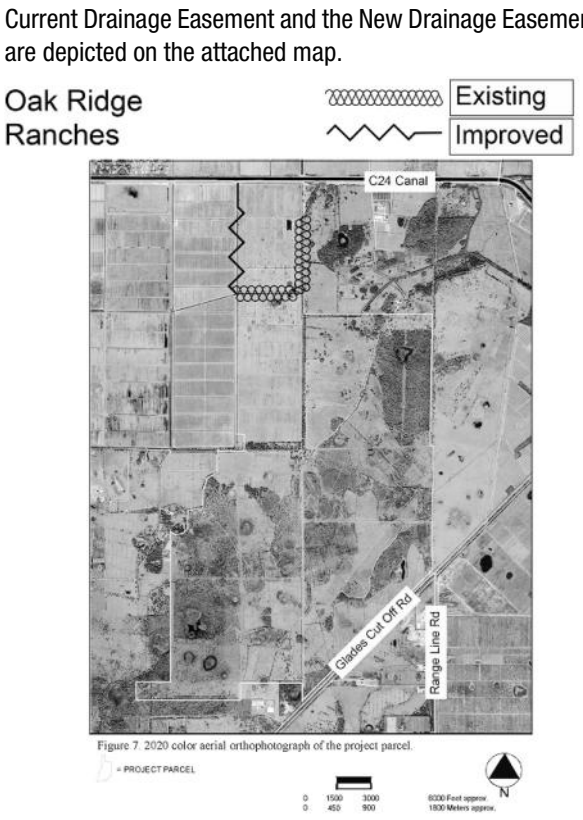
Every day, Christie has at least one patient who asks him if their embryos are safe in Florida, and their worries aren't unfounded, he said.

"I'm out of the game of guessing what this current Legislature is capable of. Because if you'd asked me two years ago, three years ago, would this be a conversation I would ever be having? Absolutely not," he said.

Ana Goñi-Lessan, state watchdog reporter for the USA TODAY Network – Florida, can be reached at agonilessan@gannett.com.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA
NOTICE OF INTENT TO EXCHANGE PROPERTY

Pursuant to Section 125.37, Florida Statutes, the Board of County Commissioners for St. Lucie County, Florida hereby gives notice of its intent to consider a Resolution to approve the exchange of the release of the County's interest in a certain drainage Easement ("Existing Drainage Easement") in return for a new drainage easement owned by Oak Ridge Resi Investments, LLC ("New Drainage Easement") at its regularly held meeting on Tuesday, November 12, 2024 at 6:00 p.m. or as soon thereafter as may be heard. The locations of the Current Drainage Easement and the New Drainage Easement are depicted on the attached map.



The terms and conditions of the proposed exchange are that the County release its interest in the Existing Drainage Easement in return for Oak Ridge Resi Investments, LLC's conveyance to the County of the New Drainage Easement, free and clear of all liens and encumbrances, except taxes for 2024, and applicable zoning.

Copies of the proposed Resolution may be obtained from the County Attorney's Office, St. Lucie County Administration Building Annex, 2300 Virginia Avenue, Fort Pierce, Florida, 34982.

THIS NOTICE EXECUTED AND DATED THIS 24th day of October, 2024.

Daniel S. McIntyre
County Attorney

TR-40550913

NOTICE OF PUBLIC HEARING
FOR PROPOSED CHANGE TO PERMITTED USES

Mattamy Palm Beach, LLC, proposes the adoption of the following ordinance:

AN ORDINANCE OF MARTIN COUNTY, FLORIDA, REGARDING AMENDING ARTICLE 11, PLANNED MIXED-USE VILLAGE, DIVISION 1, GENERAL PROVISIONS, DIVISION 3, TRANSECT ZONES, DIVISION 4, STANDARDS FOR LOTS AND BUILDINGS, DIVISION 5, THOROUGHFARE STANDARDS, DIVISION 6, SITE DEVELOPMENT STANDARDS, DIVISION 7, DEVELOPMENT REVIEW PROCEDURES, LAND DEVELOPMENT REGULATIONS, MARTIN COUNTY CODE; PROVIDING FOR APPLICABILITY, CONFLICTING PROVISIONS, SEVERABILITY, FILING WITH THE DEPARTMENT OF STATE, CODIFICATION, AND AN EFFECTIVE DATE.

A public hearing on the ordinance will be held before the Martin County Board of County Commissioners on November 12, 2024, to consider the adoption of the ordinance which changes the permitted uses within the Planned Mixed Village. The hearing will be conducted beginning at 7:00 PM., or as soon thereafter as the following item may be heard.

All interested persons are invited to attend and be heard. The meeting will be held in the Martin County Commission Chambers, 2401 SE Monterey Road, Stuart, Florida 34996. Written comments may be mailed to Paul Schilling, Director, Martin County Growth Management Department, 2401 S.E. Monterey Road, Stuart, Florida 34996. Copies of the item will be available from the Growth Management Department. For more information, contact the Growth Management Department at (772) 288-5495.

Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, or the Office of the County Administrator at (772) 288-5400, or in writing to 2401 SE Monterey Road, Stuart, FL, 34996, no later than three days before the hearing date. Persons using a TTY device, please call 711 Florida Relay Services.

If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council, or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

TR-40548714

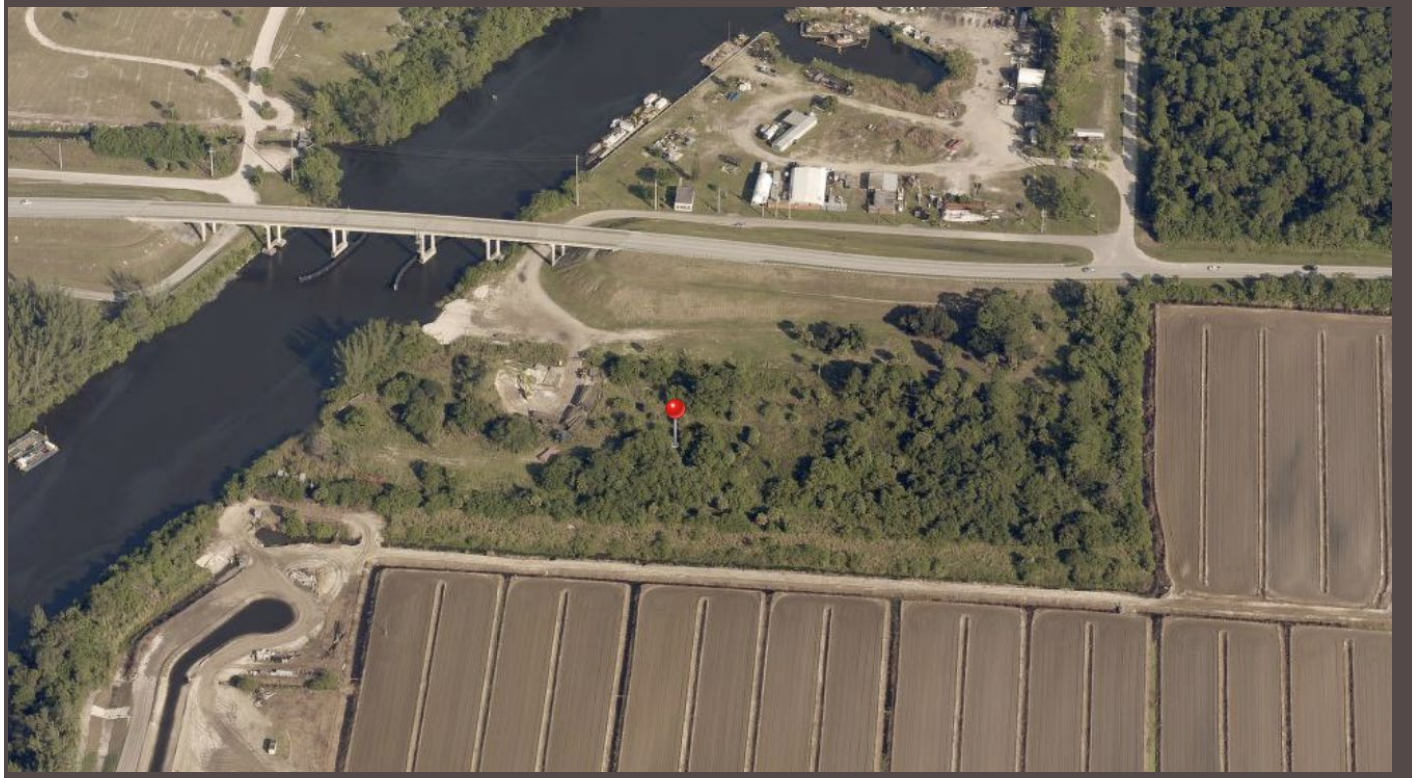
Notice of Community Meeting and Public Hearings for Proposed Brownfield Area Designation Pursuant to Florida's Brownfields Redevelopment Act

Representatives for 9670 Marine Way, LLC. will hold a community meeting on November 5, 2024, from 5:30 p.m. until not later than 7:00 p.m., at the Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, FL 34997. This community meeting will be held for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of land located approximately at 9670 SW Marine Way, Martin County, Florida, identified by Folio Number 13-39-40-000-004-00020-5, as a Brownfield Area. This Community Meeting will also address future development and rehabilitation activities planned for the site.

The designation is being made pursuant to Section 376.80, Florida Statutes, of Florida's Brownfield Redevelopment Act, and will involve a public hearing, date to be announced, before the Martin County Board of Commissioners and a second public hearing, date to be announced, to be held in the Commission Chambers at 2401 SE Monterey Road, Stuart, FL 34996.

For more information regarding the community meeting and/or the public hearings or to provide comments and suggestions regarding designation, development, or rehabilitation at any time before or after the community meeting and/or public hearings, please contact Brett C. Brumund, Esq., who can be reached by telephone at (305) 640-5300, U.S. Mail at The Goldstein Environmental Law Firm, P.A., 2100 Ponce de Leon Boulevard, Suite 710, Coral Gables, FL 33134, and/or email at bbrumund@goldsteinenvlaw.com.

TR-40548347



9670 SW Marine Way Green Reuse Area Designation – Community Meeting

November 5, 2024

FERREIRA

THE GOLDSTEIN ENVIRONMENTAL LAW F

AGENDA

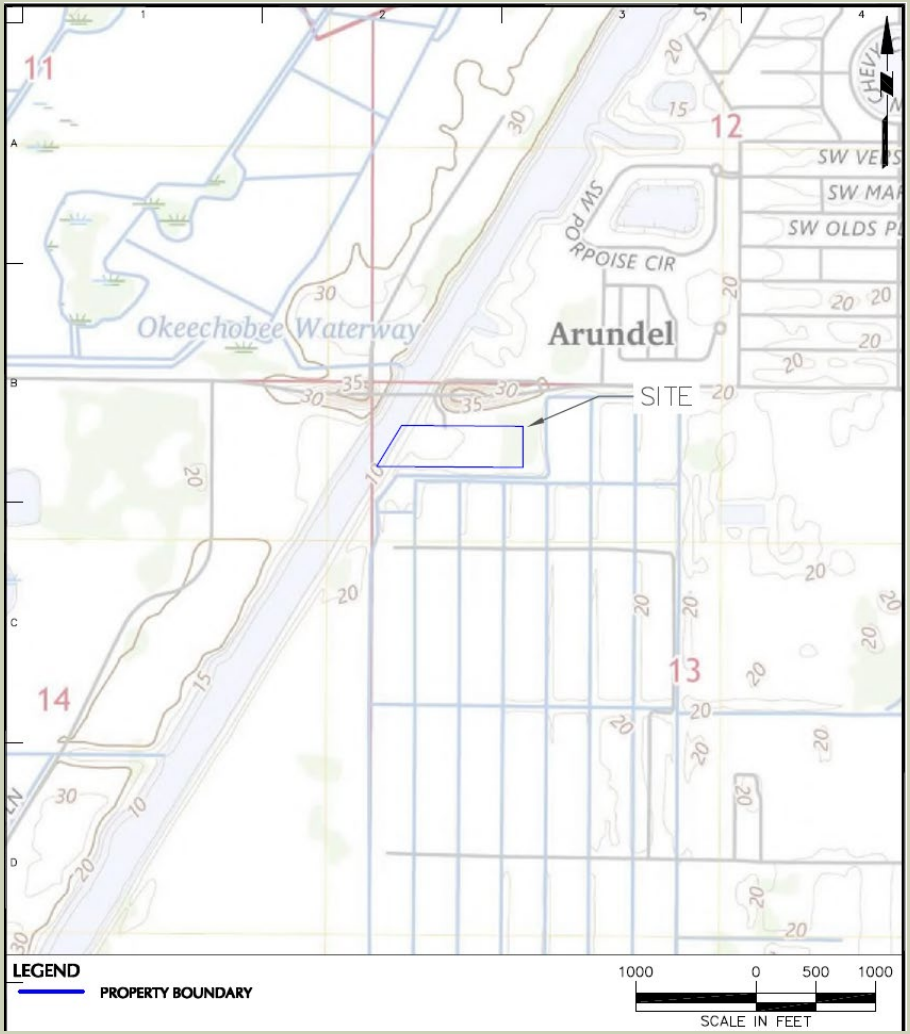
I. Introduction
   a) Applicant: 9670 SW Marine Way, LLC
   b) Representative: The Goldstein Environmental Law Firm, P.A.

II. Overview of Project Environmental Matters
   a) Historical Use
   b) Current Conditions
   c) Property Reuse Plans

III. Brownfield Area Designation Process

IV. Closing and Open Discussion/Questions

INTRODUCTION - PROPERTY LOCATION



- **9670 Southwest Marine Way, Stuart, Florida 34997**
- **Parcel No: 13-39-40-000-004-00020-5**

INTRODUCTION – KEY DEFINITIONS

- "Brownfield sites" - real property, the expansion, redevelopment, or *reuse of which may be complicated by actual or perceived environmental contamination*. § 376.79(4), Florida Statutes ("F.S.")

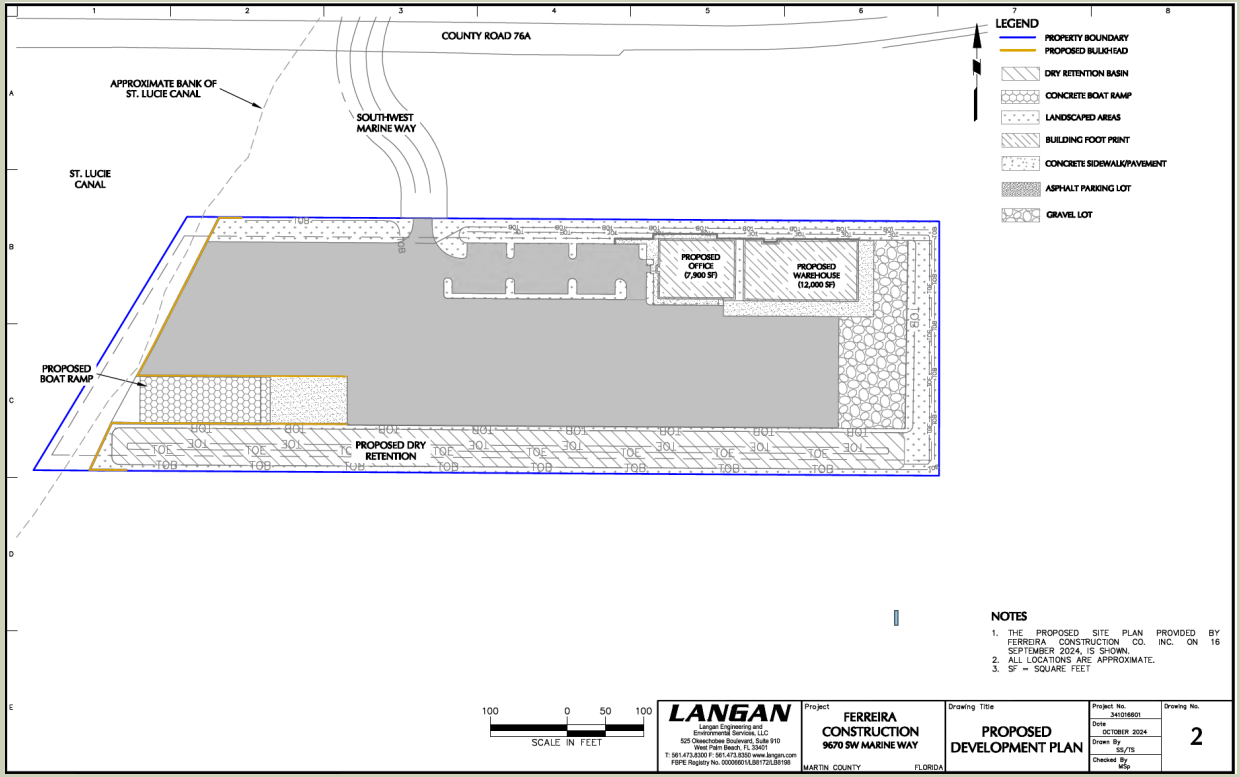
- "Brownfield area" means a contiguous area of one or more brownfield sites, some of which may not be contaminated, and which has been designated by a local government by resolution. Such areas may include all or portions of community redevelopment areas, enterprise zones, empowerment zones, other such designated economically deprived communities and areas, and Environmental Protection Agency-designated brownfield pilot projects. § 376.79(5), F.S.

OVERVIEW OF PROJECT ENVIRONMENTAL MATTERS

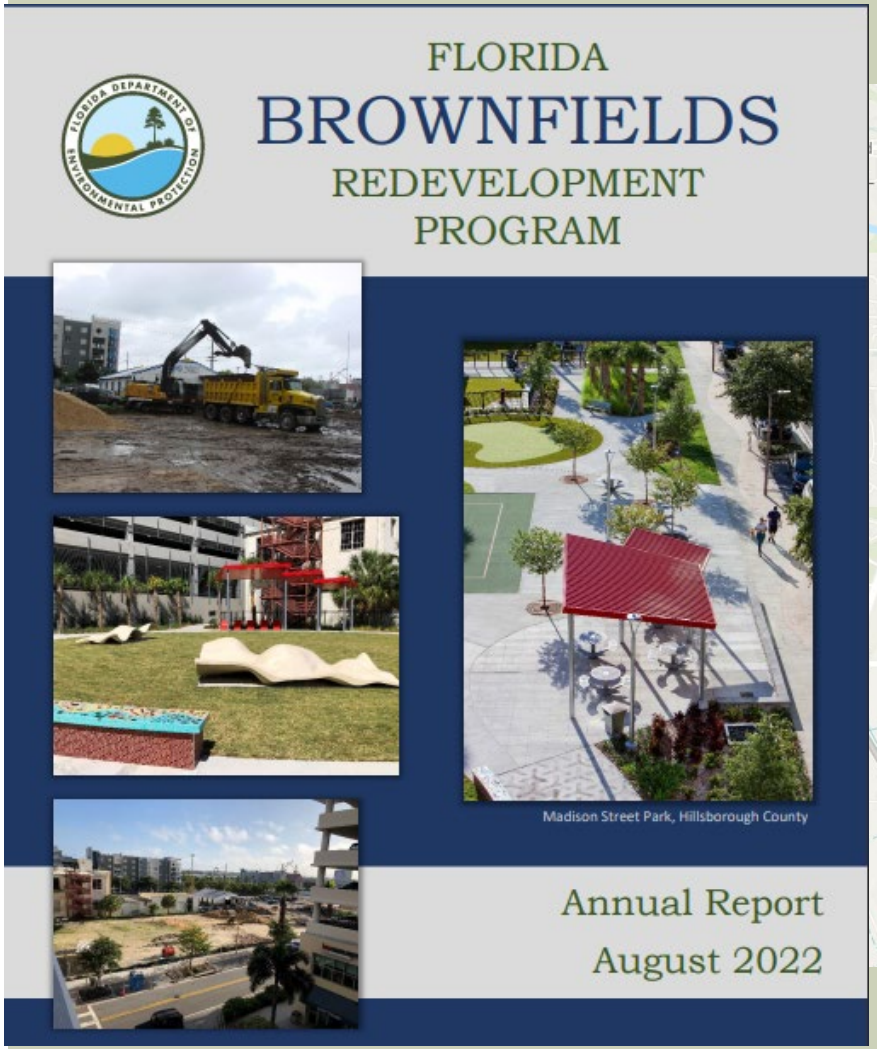
- Former agricultural site with later history of use for marine tug operations
- Soil and groundwater is impacted with common pesticides and herbicides used in agricultural operations
- Soil Management Plan has been filed with FDEP that describes:
  - Excavation and disposal of contaminated soil in stormwater retention, utility areas, future boat ramp, and landscaped areas
  - Import clean fill to form an engineering control cap in landscaped areas
  - Construct impervious structures to act as engineering control caps on other areas of the property
  - Construct bulkhead to prevent contaminants from entering the St. Lucie Canal

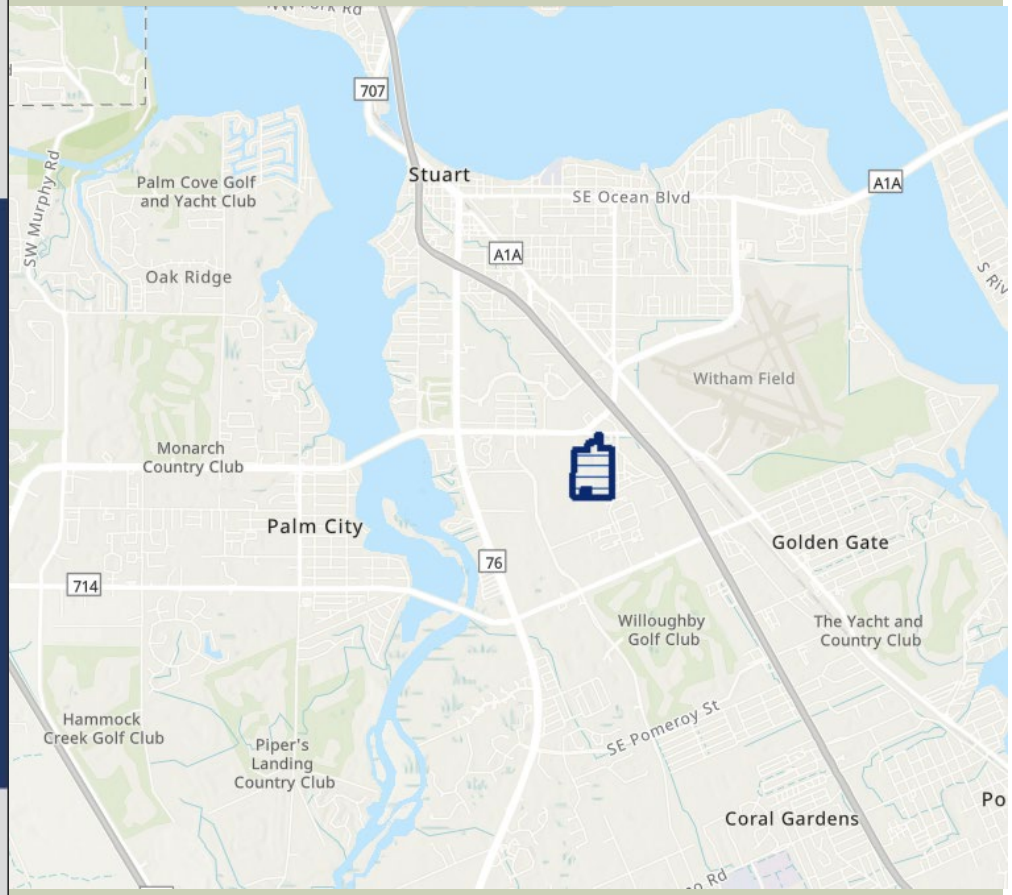
PROPERTY REUSE PLANS

- Base of operations for Ferreira Construction marine construction equipment
- 12,000 sq. ft. warehouse
- 7,800 sq. ft. office building
- Boat ramp
- New bulkheads on St. Lucie Canal

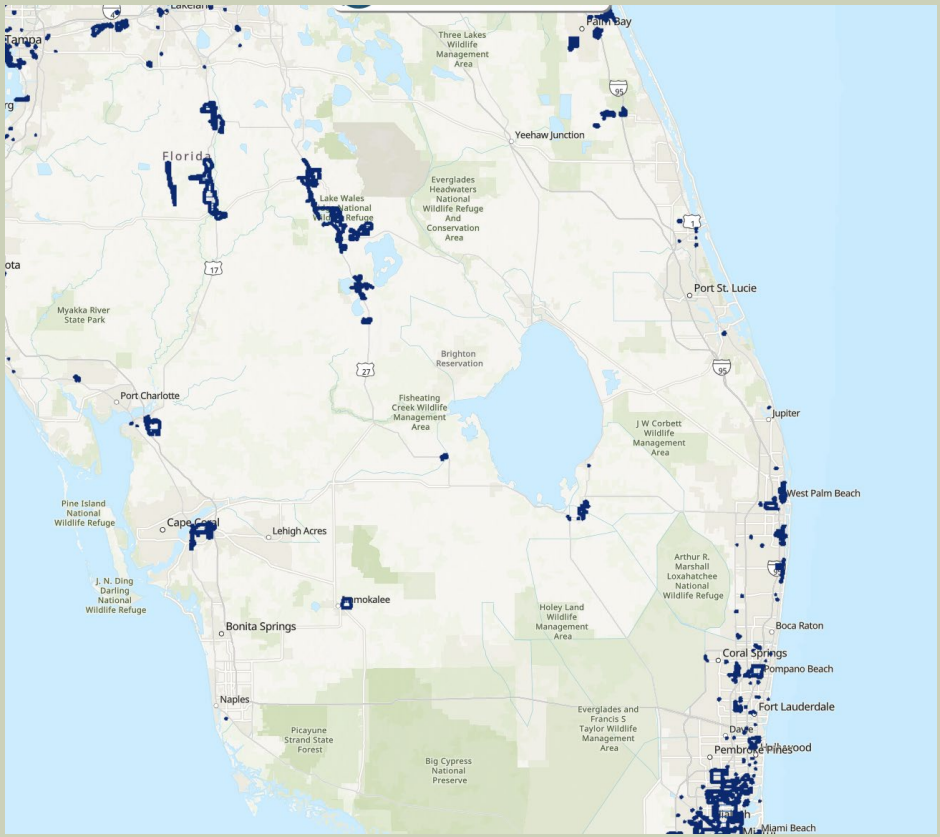


FLORIDA'S BROWNFIELDS REDEVELOPMENT PROGRAM





FLORIDA BROWNFIELD PROGRAM - METRICS -



- 593 Designated Brownfield Areas (08/01/24)
  - Total: 292,865 acres
  - Largest: 14,190.37 acres (Hamilton County EZ Area)
  - Smallest 0.26 acres (Land South, North Miami, FL)
- $3.188 Billion in Projected Capital Investment (08/01/24)
- 16,549 Confirmed New Direct (08/01/24)

BROWNFIELD AREA DESIGNATION PROCESS

- Brownfield Area designations are governed by the provisions of § 376.80, Florida Statutes ("F.S.") of Florida's Brownfields Redevelopment Act
- For a designation proposed by a private party, § 376.80(2)(C), F.S., applies
- Process:
  - Provide notice
  - Hold community meeting
  - Conduct two public hearings
  - Adopt a resolution following consideration of five criteria

The 2022 Florida Statutes

Title XXVIII NATURAL RESOURCES; CONSERVATION, RECLAMATION, AND USE	Chapter 376 POLLUTANT DISCHARGE PREVENTION AND REMOVAL	View Entire Chapter

376.80 Brownfield program administration process.—

(1) The following general procedures apply to brownfield designations:

(a) The local government with jurisdiction over a proposed brownfield area shall designate such area pursuant to this section.

(b) For a brownfield area designation proposed by:

1. The jurisdictional local government, the designation criteria under paragraph (2)(a) apply, except if the local government proposes to designate as a brownfield area a specified redevelopment area as provided in paragraph (2)(b).

2. Any person, other than a governmental entity, including, but not limited to, individuals, corporations, partnerships, limited liability companies, community-based organizations, or not-for-profit corporations, the designation criteria under paragraph (2)(c) apply.

(c) Except as otherwise provided, the following provisions apply to all proposed brownfield area designations:

1. Notification to department following adoption.—A local government with jurisdiction over the brownfield area must notify the department, and, if applicable, the local pollution control program under s. 403.182, of its decision to designate a brownfield area for rehabilitation for the purposes of ss. 376.77-376.86. The notification must include a resolution adopted by the local government body. The local government shall notify the department, and, if applicable, the local pollution control program under s. 403.182, of the designation within 30 days after adoption of the resolution.

2. Resolution adoption.—The brownfield area designation must be carried out by a resolution adopted by the jurisdictional local government, which includes a map adequate to clearly delineate exactly which parcels are to be included in the brownfield area or alternatively a less-detailed map accompanied by a detailed legal description of the brownfield area. For municipalities, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 166.041, except that the procedures for the public hearings on the proposed resolution must be in the form established in s. 166.041(3)(c)2. For counties, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 125.66, except that the procedures for the public hearings on the proposed resolution shall be in the form established in s. 125.66(4)(b).

BROWNFIELD AREA DESIGNATION PROCESS

- Five Criteria for Designation:

1. requested by person who owns or controls the brownfield site and who has agreed to redevelop and rehabilitate it;
2. the rehabilitation and redevelopment will result in economic productivity and will create at least 5 jobs;
3. the redevelopment is consistent with the local comprehensive plan and is permittable under local land development regulations;
4. notice has been provided to neighbors and nearby residents and the applicant has afforded those receiving notice an opportunity for comments and suggestions about rehabilitation; and
5. the applicant has provided reasonable assurance that they have sufficient financial resources to complete rehabilitation and redevelopment.

QUESTIONS/ANSWERS

We'll help you see through our eyes.

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- Integration of Cleanup and Construction Requirements
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THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.
Brownfields, Transactions, Due Diligence, Development, Permitting, Cleanups & Compliance

2100 Ponce de Leon Boulevard, Suite 710
Coral Gables, Florida 33134
Telephone: (305) 777-1680
www.goldsteinenvlaw.com

November 5, 2024

Community Meeting Agenda
9670 Marine Way Green Reuse Area

Meeting Location: Courtyard Stuart, 7615 SW Lost River Road, Stuart, FL 34997

Property Location: 9670 Southwest Marine Way, Stuart, Florida 34997
Parcel Number: 13-39-40-000-004-00020-5

I. Introduction

II. Overview of Project Environmental Matters and Redevelopment Plans

III. Florida's Brownfields Redevelopment Program

IV. Designation Process

V. Questions

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Posted less than a minute ago on: 2024-10-29 11:49

Contact Information:

Notice of Community Meeting and Public Hearings for Proposed Brownfiel (Martin County)

9670 SW Marine Way

Notice of Community Meeting and Public Hearings for Proposed Brownfield Area Designation Pursuant to Florida's Brownfields Redevelopment Act

Representatives for Ferreira Construction Co. will hold a community meeting on November 5, 2024, from 5:30 p.m. until not later than 7:00 p.m., at the Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, FL 34997. This community meeting will be held for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of land located approximately at 9670 SW Marine Way, Martin County, Florida, identified by Folio Number 13-39-40-000-004-00020-5, as a Brownfield Area. This Community Meeting will also address future development and rehabilitation activities planned for the site.

The designation is being made pursuant to Section 376.80, Florida Statutes, of Florida's Brownfield Redevelopment Act, and will involve a public hearing, date to be announced, before the Martin County Board of Commissioners and a second public hearing, date to be announced, to be held in the Commission Chambers at 2401 SE Monterey Road, Stuart, FL 34996.

For more information regarding the community meeting and/or the public hearings or to provide comments and suggestions regarding designation, development, or rehabilitation at any time before or after the community meeting and/or public hearings, please contact Brett C. Brumund, Esq., who can be reached by telephone at (305) 640-5300, U.S. Mail at The Goldstein Environmental Law Firm, P.A., 2100 Ponce de Leon Boulevard, Suite 710, Coral Gables, FL 33134, and/or email at bbrumund@goldsteinenvlaw.com.

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Posted 18 minutes ago on: 2025-01-16 12:40

Contact Information:

Notice of Community Meeting and Public Hearings for Proposed Brownfiel ((Martin County))

9670 SW Marine Way

Representatives for 9670 SW Marine Way, LLC will hold a community meeting on January 23, 2025, from 5:30 p.m. until not later than 7:00 p.m., at the Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, FL 34997. This community meeting will be held for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of land located approximately at 9670 SW Marine Way, Martin County, Florida, identified by Folio Number 13-39-40-000-004-00020-5, as a Brownfield Area. This Community Meeting will also address future development and rehabilitation activities planned for the site.

The designation is being made pursuant to Section 376.80, Florida Statutes, of Florida's Brownfields Redevelopment Act, and will involve two public hearings on January 28, 2025, and February 11, 2025 at 9:00am or as soon thereafter as the matters can be heard, before the Martin County Board of Commissioners to be held in the Commission Chambers at 2401 SE Monterey Road, Stuart, FL 34996.

For more information regarding the community meeting and/or the public hearings or to provide comments and suggestions regarding designation, development, or rehabilitation at any time before or after the community meeting and/or public hearings, please contact Brett C. Brumund, Esq., who can be reached by telephone at show contact info , U.S. Mail at The Goldstein Environmental Law Firm, P.A., 2100 Ponce de Leon Boulevard, Suite 710, Coral Gables, FL 33134.

QR Code Link to This Post

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.
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2100 Ponce de Leon Boulevard, Suite 710
Coral Gables, Florida 33134
Telephone: (305) 777-1680
www.goldsteinenvlaw.com

January 23, 2025

Community Meeting Agenda
9670 Marine Way Green Reuse Area

Meeting Location: Courtyard Stuart, 7615 SW Lost River Road, Stuart, FL 34997

Property Location: 9670 Southwest Marine Way, Stuart, Florida 34997
Parcel Number: 13-39-40-000-004-00020-5

I. Introduction

II. Overview of Project Environmental Matters and Redevelopment Plans

III. Florida's Brownfields Redevelopment Program

IV. Designation Process

V. Questions

Sign-In Sheet
Community Meeting

9670 SW Marine Way Green Reuse Area

Property Location: 9670 Southwest Marine Way, Stuart, Florida 34997

Parcel Number: 13-39-40-000-004-00020-5

Date: January 23, 2025
Start Time: 5:30 p.m.

Meeting Location: Courtyard Stuart, 7615 SW Lost River Road, Stuart, FL 34997

Name	Address	Phone Number	Email	Organization
Keith Burbank	Stuart	720-288-6882	Keith.burbank@tcpalm.com	The Stuart News/TCPalm

BF432301000
Landfill Green Reuse Area

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 09-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA MAKING CERTAIN FINDINGS AND DESIGNATING THE REAL PROPERTY LOCATED AT 980, 1050, AND 1120 SE MONTEREY ROAD EXTENSION, STUART, FLORIDA, IDENTIFIED BY MARTIN COUNTY FOLIO NUMBERS 16-38-41-000-000-00013-0, 16-38-41-000-000-00014-0, AND 16-38-41-000-000-00016-0 (COLLECTIVELY, THE "SUBJECT PROPERTY"), AS FURTHER IDENTIFIED BY THE ATTACHED MAPS, COMMONLY REFERRED TO AS "THE LANDFILL", PURSUANT TO SECTION 376.80, FLORIDA STATUTES OF FLORIDA'S BROWNFIELD DEVELOPMENT ACT FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION, JOB CREATION AND PROMOTING ECONOMIC DEVELOPMENT; AUTHORIZING THE CITY CLERK TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING FOR IMPLEMENTATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, The State of Florida has provided, in Chapter 97-277, Laws of Florida, codified at Sections 376.77 through 376.86, Florida Statutes, for designation of certain specified areas by local government adoption of a resolution in order to promote environmental remediation, sustainable land redevelopment and/or reuse, and economic revitalization; and

WHEREAS, the City of Stuart (the "City") owns property, commonly known as "The Landfill", Stuart FL, identified by Martin County Folio Nos. 16-38-41-000-000-00013-0, 16-38-41-000-000-00014-0, AND 16-38-41-000-000-00016-0 (hereinafter the

"Subject Property"), as shown in the attached Exhibit "A" and more particularly described in the collective legal descriptions as shown in the attached Exhibit "B", all of which are incorporated and made a part hereof by this reference, which warrants environmental remediation, sustainable land redevelopment and/or reuse, and economic revitalization; and

WHEREAS, the City intends to utilize the regulatory, financial, and other benefits associated with Florida's Brownfield Redevelopment Program by designating the Subject Property as a "Green Reuse Area," pursuant to Section 376.80, Florida Statutes; and

WHEREAS, the Subject Property does not fall into any of the Florida State Statute 376.80(2)(b) specified redevelopment areas and, accordingly, the designation considerations under FSS 376.80(2)(a) apply; and

WHEREAS, the City Commission has reviewed the relevant procedures that apply effectuating this designation, as specified in Section 376.80, Florida Statutes, and find the City in compliance with the statutory requirements; and

WHEREAS, proper notice of the designation of the proposed Green Reuse Area has been provided in accordance with Section 376.80(1)(c) and Section 166.041(3)(c)2, Florida Statutes; and

WHEREAS, the City Commission determined that the proposed Green Reuse Area designation on the Subject Property is in the best interest of the City, and advantageous to the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, THAT:

SECTION 1: The City of Stuart hereby exercises its statutory authority to designate the properties located at 980, 1050, and 1120 SE Monterey Road Extension, Stuart, FL, occupying Folio Numbers 16-38-41-000-000-00013-0, 16-38-41-000-000-00014-0, and 16-38-41-000-000-00016-0 (collectively, the "Subject Property"), as a Green Reuse Area pursuant to Chapter 376.80(2)(a), Florida State Statues.

SECTION 2: Pursuant to, and in satisfaction of, the requirements of designation in section 376.80, Florida Statutes, the City Commission finds that:

- The Subject Property, as the proposed Green Reuse Area, warrants economic development and has a reasonable potential for such activities;
- The proposed Green Reuse Area represents a reasonably focused approach and is not overly large in geographic coverage;
- The proposed Green Reuse Area has potential to interest the private sector in participating in rehabilitation; and
- The proposed Green Reuse Area is largely comprised of land suitable for recreational open space and related wellness purposes.

SECTION 3: Property Designation. The area depicted on **Exhibit "A"**, and legally described on **Exhibit "B"**, attached hereto and incorporated herein by reference, is hereby designated as the City of Stuart Landfill Green Reuse Area.

SECTION 3: Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

Resolution No. 09-2023;
Landfill Green Reuse Area

Passed on first reading the 13th day of February , 2023.

Commissioner BRUNER offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner CLARKE and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
TROY MCDONALD, MAYOR	Y			
BECKY BRUNER, VICE MAYOR	Y			
EULA R. CLARKE, COMMISSIONER	Y			
CHRISTOPHER,COLLINS,COMMISSIONER	Y			
CAMPBELL RICH, COMMISSIONER	Y			

ADOPTED this 27th day of February, 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

Exhibit A

SE MONTEREY RD
SE MONTEREY ROAD EXT
SE EDLER DR
SE WAYNE RD
SE LETHA CT
SE LETHA CIR
Stuart
Legend
Property
Prop_Dedication
<Null>
City of Stuart
Easment From City
The Landfill Green Reuse Area
<all other values>
714
Esri, NASA, NGA, USGS, FEMA, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA
Green Reuse Area
0 0.130.25 0.5 Miles
2023
N

Exhibit B

Legal Description

PARCEL 1. ALL OF GOVERNMENT LOT 1, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, EXCEPTING THEREFROM:

A. COMMENCING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF GOVERNMENT LOT 1, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, WHICH SAID POINT IS 210 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST; FROM SAID POINT RUN SOUTH PARALLEL WITH THE EASTERLY BOUNDARY LINE OF SAID GOVERNMENT LOT 1, SAID SECTION, TOWNSHIP AND RANGE, A DISTANCE OF 518.57 FEET TO A POINT; THENCE WEST PARALLEL WITH THE NORTHERLY LINE OF SAID GOVERNMENT LOT 1, SECTION 16, A DISTANCE OF 420 FEET TO A POINT; THENCE RUN NORTHERLY PARALLEL TO THE EASTERLY BOUNDARY LINE OF SAID GOVERNMENT LOT 1, SECTION 16, A DISTANCE OF 518.58 FEET TO A POINT IN THE NORTHERLY BOUNDARY LINE OF SAID GOVERNMENT LOT 1, SECTION 16, WHICH SAID POINT IS 420 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST ALONG SAID NORTHERLY BOUNDARY LINE OF SAID GOVERNMENT LOT 1, SECTION 16, A DISTANCE OF 420 FEET TO POINT OF BEGINNING.

B. BEGINNING AT A POINT ON THE NORTH LINE OF HANSON GRANT THAT IS 300 FEET SOUTH 66 DEGREES WEST OF THE 2 1/2 MILE MONUMENT TO STAKE; THENCE (1) RUN WEST 1347.55 FEET TO A STAKE; THENCE (2) RUN SOUTH 599.03 FEET TO THE SAID NORTH LINE OF THE HANSON GRANT, THENCE (3) RUN NORTH 66 DEGREES EAST 1474.71 FEET TO THE PLACE OF BEGINNING; ALSO DESCRIBED AS THE SOUTH 9.27 ACRES OF GOVERNMENT LOT 1, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST.

C. AND LESS RIGHT OF WAY OF MONTEREY ROAD.

PARCEL 2. THE WEST 210 FEET OF THE EAST 630 FEET OF THE NORTH 518.57 FEET OF GOVERNMENT LOT 1, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

LESS AND EXCEPTING FROM PARCELS 1 AND 2 THE FOLLOWING 4 PARCELS:

A. LAND CONTAINED IN MEMORANDUM OF LEASE FROM THE CITY OF STUART TO ROBERT G. DESANTIS AND JOAN C. DESANTIS, AS TRUSTEES OF THE ROBERT G. DESANTIS REVOCABLE TRUST OF 1985 AND VIVIAN I. JONES AND ROBERT D. JONES, AS CO-TRUSTEES OF THE VIVIAN I. JONES INTERVIVOS DECLARATION OF TRUST DATED SEPTEMBER 9, 2003 AND JAMES DESANTIS, RECORDED IN OFFICIAL RECORDS BOOK 2192, PAGE 2404, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 210 FEET OF THE NORTH 518.57 FEET OF GOVERNMENT LOT 1, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY,

FLORIDA. LESS AND EXCEPT RIGHT OF WAY FOR S.E. MONTEREY ROAD EXTENSION.

B. LAND CONTAINED IN AFFIDAVIT REGARDING FIRE SUBSTATION # 2 RECORDED IN OFFICIAL RECORDS BOOK 1925, PAGE 226, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 1, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 16; THENCE NORTH 89°38'09" WEST, ALONG THE NORTH LINE OF SAID SECTION 16 FOR A DISTANCE OF 648.36 FEET, THENCE SOUTH 00°16'01" WEST, FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF SE MONTEREY ROAD; THENCE SOUTH 01°41'08" WEST, FOR A DISTANCE OF 33.77 FEET; THENCE NORTH 88°15'25" WEST, FOR A DISTANCE OF 28.67 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY THROUGH THE ARC OF SAID CURVE HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 88°01'33", FOR A DISTANCE OF 53.77 FEET; THENCE SOUTH 03°43'02" WEST, FOR A DISTANCE OF 36.93 FEET; THENCE SOUTH 07°03'03" WEST, FOR A DISTANCE OF 124.97 FEET; THENCE SOUTH 89°38'09" EAST, ON A LINE PARALLEL WITH AND 260 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 16, FOR A DISTANCE OF 204.03 FEET; THENCE NORTH 00°16'01" EAST, FOR A DISTANCE OF 227.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID SE MONTEREY ROAD; THENCE NORTH 89°38'09" WEST ALONG SAID SOUTH RIGHT-OF-WAY, FOR A DISTANCE OF 121.71 FEET TO THE POINT OF BEGINNING.

C. LAND DESCRIBED IN FIRST AMENDMENT TO GROUND LEASE FROM THE CITY OF STUART TO STONEMOR FLORIDA SUBSIDIARY LLC, RECORDED IN OFFICIAL RECORDS BOOK 2633, PAGE 1411, M ORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 1, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY FLORIDA, BEING PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE N89°37'56"W ALONG THE NORTH LINE OF SAID SECTION 16 FOR 741.18 FEET; THENCE S00°22'04"W FOR 90.22 FEET TO THE POINT OF BEGINNING; THENCE S00°24'24"W FOR 232.95 FEET; THENCE N89°35'36"W FOR 570.00 FEET; THENCE N00°24'24"E FOR 225.40 FEET; THENCE N64°45'46"E FOR 33.28 FEET; THENCE S89°37'56"E FOR 55.00 FEET; THENCE S73°32'44"E FOR 146.60 FEET; THENCE S89°37'56"E FOR 151.90 FEET; THENCE N45°22'04"E FOR 47.16 FEET; THENCE, S89°37'56"E FOR 159.08 FEET; TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS PURPOSES MORE PARTICULARLY DESCRIBED AS FOLLOW:

EASEMENT 1: THE SOUTH 175.00 FEET OF THE NORTH 208.00 FEET OF THE EAST 50.00 FEET OF THE WEST 630.00 FEET OF SAID GOVERNMENT LOT 1

EASEMENT 2: THE SOUTH 43.00 FEET OF THE NORTH 83.00 FEET OF THE EAST 55.00 FEET OF THE WEST 95.00 FEET OF SAID GOVERNMENT LOT 1

D. LAND CONTAINED IN WARRANTY DEED FROM THE CITY OF STUART TO DUANE K. LUCE AND JACQUELINE R. LUCE, HIS WIFE, RECORDED IN OFFICIAL RECORDS BOOK 172, PAGE 100 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 30 FEET OF THE SOUTH 636.28 FEET OF THE NORTH 990 FEET OF GOVERNMENT LOT 1, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST.

CONTAINING 55.812 ACRES, MORE OR LESS.

MARTIN COUNTY
PROPERTY APPRAISER
Jenny Fields, CFA

Basic Info

PIN	AIN	Situs Address	Website Updated
16-38-41-000-000-00013-0	793844	UNASSIGNED	10/20/22

General Information

Property Owners
CITY OF STUART

Parcel ID
16-38-41-000-000-00013-0

Use Code/Property Class
8900 - 8900 Muni other than prev cvrd

Mailing Address
121 SW FLAGLER AVE
STUART FL 34994

Account Number
793844

Neighborhood
INST Institutional Lands

Tax District
STUART

Property Address
UNASSIGNED

Legal Acres
39.43

Legal Description
THAT PORTION OF GOV LOT 1 SEC 16 T38S R4...

Ag Use Size (Acre\Sq Ft)
N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2022	$ 832,210	$ 0	$ 832,210	$ 595,525	$ 236,685	$ 236,685	$ 0

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.

Current Sale

Sale Date	Grantor (Seller)	Doc Num
N/A	N/A	N/A
Sale Price	**Deed Type**	**Book & Page**
N/A	N/A	N/A

Legal Description

THAT PORTION OF GOV LOT 1 SEC 16 T38S R41E DESC AS: BEG NW COR KINGMAN ACRES & S R/W MONTEREY RD EXT, W ALG R/W 210, S 485.57, W 210, N 258.57, W 310.68, S 209.81, SLY ALG CURVE 74.73, S 536.44, SW ALG CURVE 137.03, W 504.99 TO W/LN GOV LOT 1, S TO PT ON N/LN OF 9.27 AC PARCEL DESC IN OR 534/1303, E ALG SAID LINE TO E/LN GOV LOT 1 & N TO POB (LESS THE ELY 210 OF THE NLY 485.57 OF SAID PARCEL BEING 2.34 AC)

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

MARTIN COUNTY
PROPERTY APPRAISER
Jenny Fields, CFA

Basic Info

PIN	AIN	Situs Address	Website Updated
16-38-41-000-000-00014-0	191253	UNASSIGNED	11/4/22

General Information

Property Owners CITY OF STUART	**Parcel ID** 16-38-41-000-000-00014-0	**Use Code/Property Class** 8900 - 8900 Muni other than prev cvrd
Mailing Address 121 SW FLAGLER AVE STUART FL 34994	**Account Number** 191253	**Neighborhood** 31400 Monterey Rd
Tax District STUART	**Property Address** UNASSIGNED	**Legal Acres** 0.556
	Legal Description THAT PORTION OF GOV LOT 1 SEC 16 T38S R4...	**Ag Use Size (Acre\Sq Ft)** N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2022	$ 155,000	$ 0	$ 155,000	$ 0	$ 155,000	$ 155,000	$ 0

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.

Current Sale

Sale Date 7/30/04	**Grantor (Seller)** STUART, CITY OF	**Doc Num** 1770353
Sale Price $ 0	**Deed Type** AFFIDAVIT	**Book & Page** 1925 2262

Legal Description

THAT PORTION OF GOV LOT 1 SEC 16 T38S R41E DESC AS: BEG 526.65 W/O & 33 S/O NE COR SEC 16, S 227, E 106.65 TO W LINE FINLEY S/D, N ALG SD LINE 227 & W 106.65 TO POB (0.556 AC)

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

MARTIN COUNTY
PROPERTY APPRAISER
Jenny Fields, CFA

Basic Info

PIN	AIN	Situs Address	Website Updated
16-38-41-000-000-00016-0	1105811	SE MONTEREY RD STUART FL	10/20/22

General Information

Property Owners
CITY OF STUART

Parcel ID
16-38-41-000-000-00016-0

Use Code/Property Class
8900 - 8900 Muni other than prev cvrd

Mailing Address
121 SW FLAGLER AVE
STUART FL 34994

Account Number
1105811

Neighborhood
INST Institutional Lands

Tax District
STUART

Property Address
SE MONTEREY RD STUART FL

Legal Acres
11.9

Legal Description
THAT PARCEL OF LAND LYING IN SEC 16-38-4...

Ag Use Size (Acre\Sq Ft)
N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2022	$ 274,720	$ 0	$ 274,720	$ 202,980	$ 71,740	$ 71,740	$ 0

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.

Current Sale

Sale Date	Grantor (Seller)	Doc Num
N/A	N/A	N/A
Sale Price	**Deed Type**	**Book & Page**
N/A	N/A	N/A

Legal Description

THAT PARCEL OF LAND LYING IN SEC 16-38-41 BEING MORE PARTICULARLY DESCRIBED IN OR 87/56 PUBLIC RECORDS MARTIN COUNTY FLORIDA

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

Prepared By:
Martin County Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 25-XX

REGARDING THE DESIGNATION OF PROPERTY LOCATED AT 9670 SW MARINE WAY IN MARTIN COUNTY, FLORIDA AS A GREEN REUSE AREA (BROWNFIELD) PURSUANT TO 376.80, FLORIDA STATUTES

WHEREAS, 9670 SW Marine Way, LLC (the "Owner") owns the property located at 9670 SW Marine Way, identified by Martin County Parcel Control No. 13-39-40-000-004-00020-5 (the "Property"), as delineated in the map attached as Exhibit "A" and more particularly described in the legal description attached as Exhibit "B".

WHEREAS, the Owner is requesting the Board of County Commissioners ("Board") adopt a resolution designating the Property as a brownfield area ("Green Reuse Area") as authorized in Sections 376.77 through 376.85, Florida Statutes; and

WHEREAS, the Owner intends to be solely responsible for any remediation of the Property and utilize the regulatory, financial, and other benefits associated with Florida's Brownfield Redevelopment Act upon the designation of the Property as a Green Reuse Area; and

WHEREAS, the Board has reviewed the requirements for designating the Property as a brownfield, specified in Florida Statutes § 376.80(2)(c), and finds the Owner has established the required statutory criteria in the appropriate public hearings; and

WHEREAS, the Owner and Martin County (the "County") have complied with all of the procedural and notice requirements of Section 376.80, Florida Statutes.

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

1. The Property located at 9670 SW Marine Way, Stuart, FL, as delineated in Exhibit A and legally described in Exhibit B, is designated as a Green Reuse Area pursuant to Section 376.80, Florida Statutes.

2. The County Administrator is authorized to notify the Florida Department of Environmental Protection of the County's resolution designating the Property as a Green Reuse Area and identifying the Owner as the responsible person for the brownfield site rehabilitation.

DULY PASSED AND ADOPTED THIS 11TH DAY OF FEBRUARY 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS, MARTIN COUNTY, FLORIDA

_____

CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

_____

SARAH HEARD, CHAIR

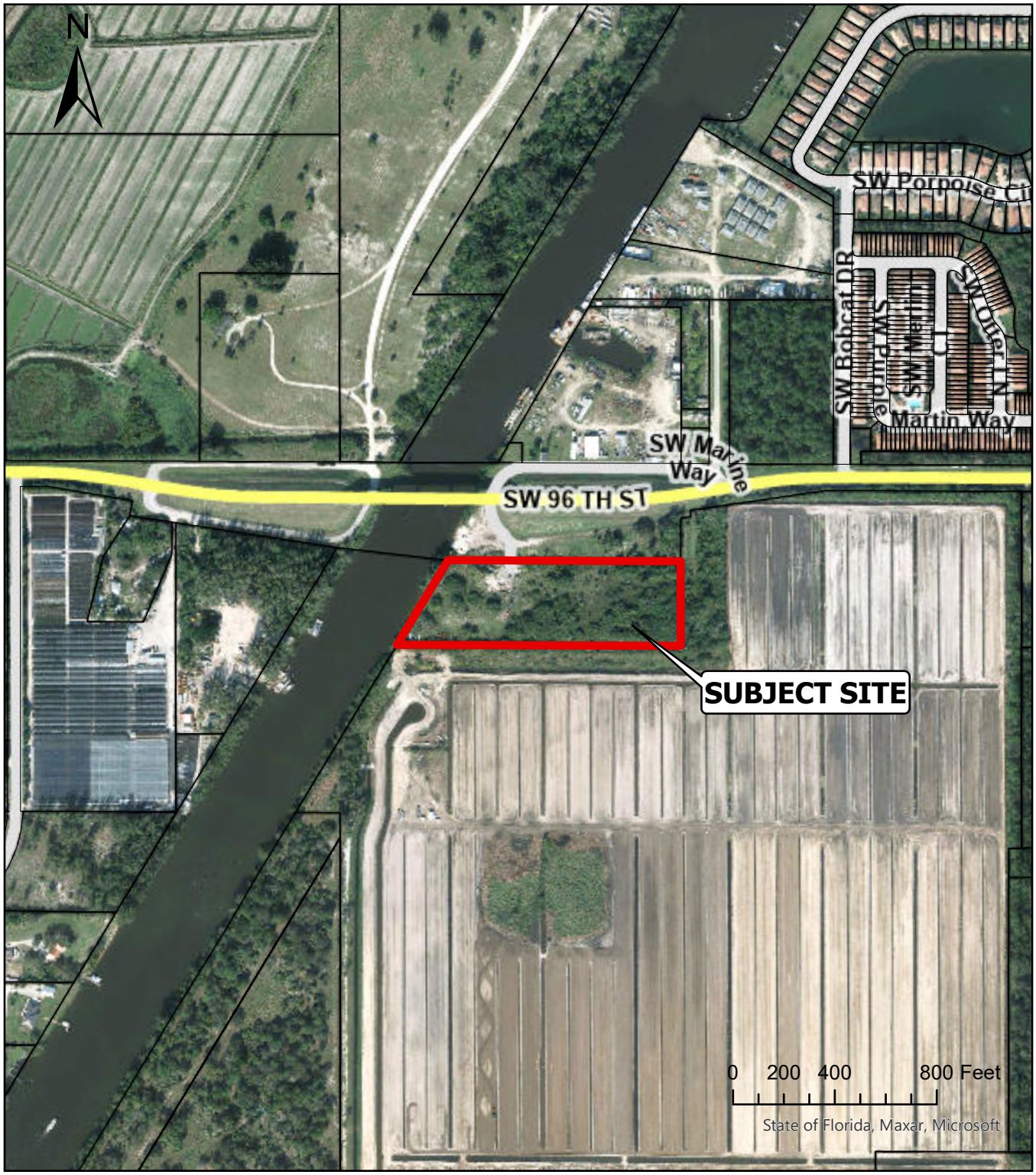
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____

SARAH W. WOODS
COUNTY ATTORNEY

ATTACHMENTS:
Exhibit A, Location Map
Exhibit B, Legal Description

9670 SW Marine Way
Location Map



Disclaimer:

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

Legend

- Proposed_Brownfield
- MCPAO_Parcels

Legal Description

South 1/2 of the North 1/2 of Lot 4, East of Canal, Section 13, Township 39 South, Range 40 East, according to the plat of Tropical Fruit Farms, as recorded in Plat Book 3, page 6, Public Records of Palm Beach (now Martin) County, Florida

Parcel Identification Number: 13-39-40-000-004-00020.50000

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

Quasi-Judicial

File ID: 25-0564 DPQJ-1 **Meeting Date:** 2/11/2025

PLACEMENT: Departmental - Quasi-Judicial

TITLE:

REQUEST FOR APPROVAL OF THE FIRST AMENDMENT TO THE SEVEN J'S NORTH INDUSTRIAL PARK PLANNED UNIT DEVELOPMENT (PUD) ZONING AGREEMENT INCLUDING REVISED MASTER/FINAL SITE PLAN (P102-083)

EXECUTIVE SUMMARY:

This is a request for approval of the First Amendment to the Seven J's North Industrial Park Planned Unit Development (PUD) Zoning Agreement. The proposed amendment is to increase the existing lake depth from 20 feet to 40 feet. The subject site is located north of the approved Seven-J's Industrial Subdivision and east of the Martin County Recycling Landfill, at the north terminus of SE Poma Drive, approximately 0.5 miles north of SW Busch Street, 1.5 miles north of SW Martin Highway, in Palm City. Included with this application is a request for a Certificate of Public Facilities Exemption.

DEPARTMENT: Growth Management

PREPARED BY: **Name:** Brian Elam, PMP
Title: Principal Planner

REQUESTED BY: Stephen Cooper, PE & Associates, Inc., (Stephen Cooper, PE)

PRESET:

PROCEDURES: Quasi-Judicial

BACKGROUND/RELATED STRATEGIC GOAL:

The Seven J's North Industrial Park PUD Zoning Agreement including a master/final site plan and Preserve Area Management Plan (PAMP) was approved September 27, 2022. The site has an Industrial Future Land Use and consists of 37 permit ready parcels on approximately 60.37-acres of the 167.14-acre site.

A plat application is currently in review for the purpose of subdividing the area and will be heard before the Board at a future date.

This First Amendment to the Seven J's North Industrial Park PUD Zoning Agreement is being requested to revise Exhibit D, Master/Final Site Plan, and Exhibit F, Special Conditions, of the PUD Zoning Agreement, to increase the existing lake depth from 20 feet to 40 feet.

Review of this application is not required by the Local Planning Agency (LPA).

The following supporting items are attached:

- Staff Report
- First Amendment to the PUD Zoning Agreement
- Exhibit D Proposed Revised Master/Final Site Plan
- Application Materials
- Disclosure of Interest
- Sign Posting Affidavit
- Staff Presentation

ISSUES:

There are no unresolved uses related to 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 the Board receive and file the agenda item and its attachments including the staff report as Exhibit 1.
2. Move the Board approve the First Amendment to the Seven J's North Industrial Park Zoning Agreement including the Revised Master and Final Site Plan.

ALTERNATIVE RECOMMENDATIONS

Direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

The applicant has paid the $13,800.00 application fee and $290.00 completeness fee.

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☐ Other:

MARTIN COUNTY, FLORIDA
DEVELOPMENT REVIEW

STAFF REPORT

A. Application Information

SEVEN J'S NORTH INDUSTRIAL PARK PUD
FIRST AMENDMENT INCLUDING MASTER AND FINAL SITE PLAN

Applicant:	Palm City Holdings, LLC
Property Owner:	Palm City Holdings, LLC (Frank Poma)
Agent for Applicant:	Stephen Cooper, PE & Associates, Inc., (Stephen Cooper)
County Project Coordinator:	Brian Elam, PMP, Principal Planner
Growth Management Director:	Paul Schilling
Project Number:	P102-083
Record Number:	DEV2024040008
Report Number:	2025_0129_P102-083_DRT_STAFF_FINAL
Application Received:	05/16/2024
Transmitted:	05/20/2024
Date of Report:	07/24/2024
Application Received:	10/07/2024
Transmitted:	10/08/2024
Date of Report:	11/21/2024
Additional Materials Submitted:	12/11/2024
Date of Report:	01/29/2025
BOCC Scheduled:	02/11/2025

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B. Project description and analysis

This is a request by Stephen Cooper, PE & Associates, Inc. on behalf of Palm City Holdings, LLC for approval of the first amendment to the Seven J's North Industrial Park Planned Unit Development (PUD) Agreement. The proposed amendment is to increase the existing lake depth from 20 feet to 40 feet. The subject site is located north of the approved Seven-J's Industrial Subdivision and east of the Martin County Recycling Landfill, at the north terminus of SE Poma Drive, approximately 0.5 miles north of SW Busch

Street, 1.5 miles north of SW Martin Highway, in Palm City. Included with this application is a request for a Certificate of Public Facilities Exemption.

C. Staff recommendation

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

Section	Division or Department	Reviewer	Phone	Assessment
F	Comprehensive Plan Review	Brian Elam	772-288-5501	Comply
F	ARDP Review	Samantha Lovelady	772-288-5664	N/A
G	Site Design Review	Brian Elam	772-288-5501	Comply
H	Commercial Design Review	Brian Elam	772-288-5501	N/A
H	Community Redevelopment Review	Brian Elam	772-288-5501	N/A
I	Property Management Review	Ellen MacArthur	772-221-1334	N/A
J	Environmental Review	Shawn McCarthy	772-288-5508	Comply
J	Landscaping Review	Karen Sjoholm	772-288-5909	Comply
K	Transportation Review	James Hardee	772-288-5470	Comply
L	County Surveyor Review	Tom Walker	772-288-5928	N/A
M	Engineering Review	Kaitlyn Zanello	772-223-4858	Comply
N	Addressing Review	Emily Kohler	772-288-5692	Comply
N	Electronic File Submission Review	Emily Kohler	772-288-5692	Comply
O	Water and Wastewater Review	Jorge Vazquez	772-221-1448	N/A
O	Wellfields Review	Jorge Vazquez	772-221-1448	Comply
P	Fire Prevention Review	Doug Killane	772-419-5396	Comply
P	Emergency Management Review	Sally Waite	772-219-4942	N/A
Q	ADA Review	Kaitlyn Zanello	772-223-4858	N/A
R	Health Department Review	Nicholas Clifton	772-221-4090	N/A
R	School Board Review	Juan Lameda	772-219-1200	N/A
S	County Attorney Review	Elysse A. Elder	772-288-5925	Ongoing
T	Adequate Public Facilities Review	Brian Elam	772-288-5501	Exempt

D. Review Board action

This application meets the threshold criteria for a major development, with a previously approved master plan. Review of this application is required by the Growth Management Director and final action by the Board of County Commissioners (BCC) at a public meeting MARTIN COUNTY, FLA., LDR, §10.5.F.9. (2023).

Pursuant to Sections 10.1.E. and 10.2.B.2, Land Development Regulations, Martin County, Fla. (2023), 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.

The applicant addressed the non-compliance findings from the staff report dated, 11/21/2024 with its resubmittal dated 12/11/2024. The previous staff reports, and resubmittals are incorporated herein by reference. It shall at all times be the applicant's responsibility to demonstrate compliance with the Comprehensive Growth Management Plan (CGMP), Land Development Regulations (LDR) and the Code.

E. Location and site information

Parcel number:	07-38-40-001-002-00000-0
Address:	Unassigned
Existing zoning:	PUD
Future land use:	Industrial
Nearest major road:	SW Martin Highway, SW 84th Ave
Gross area of site:	32.41 acres

Figure 1: Location Map

Figure 2: Subject Site Aerial

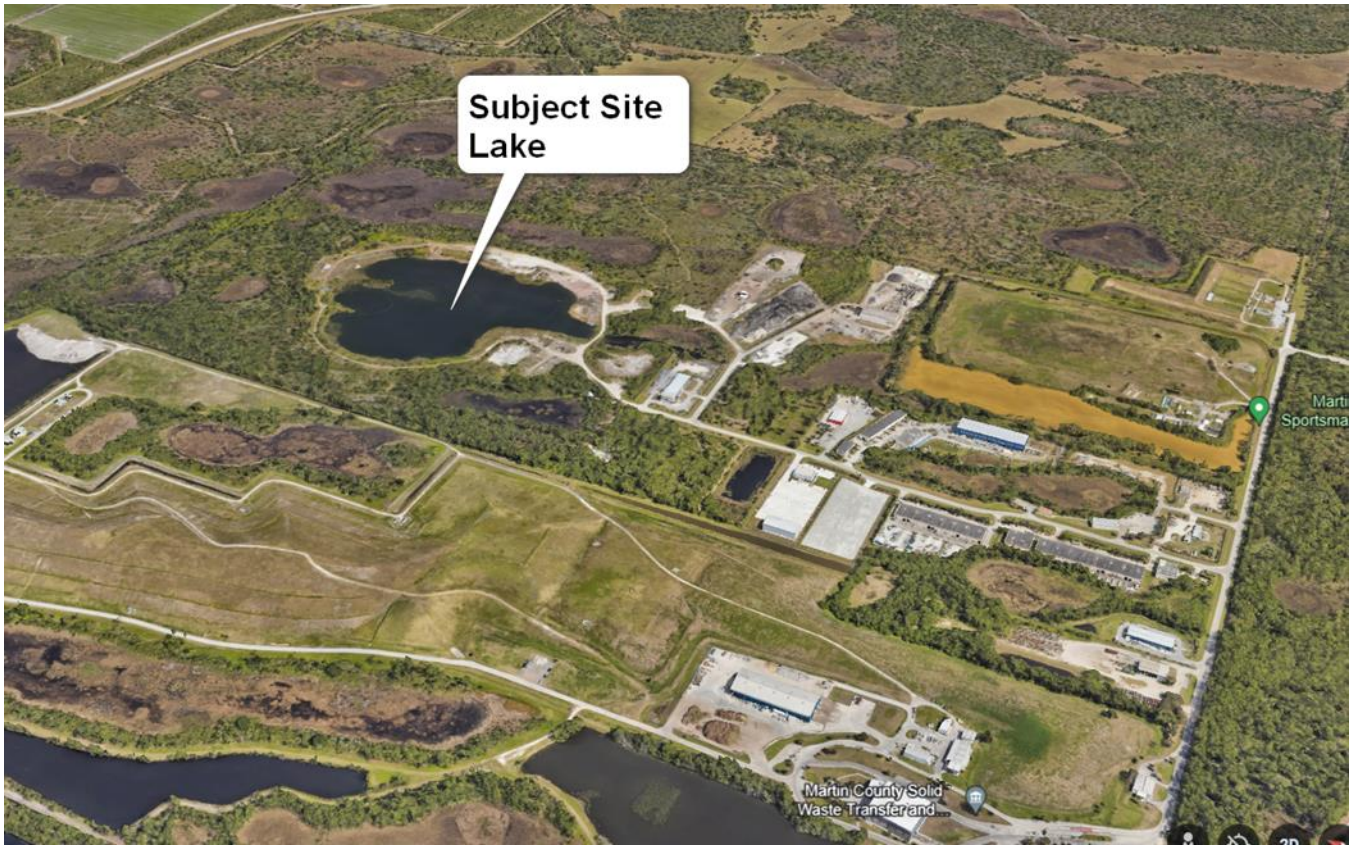


Figure 3: Zoning Atlas

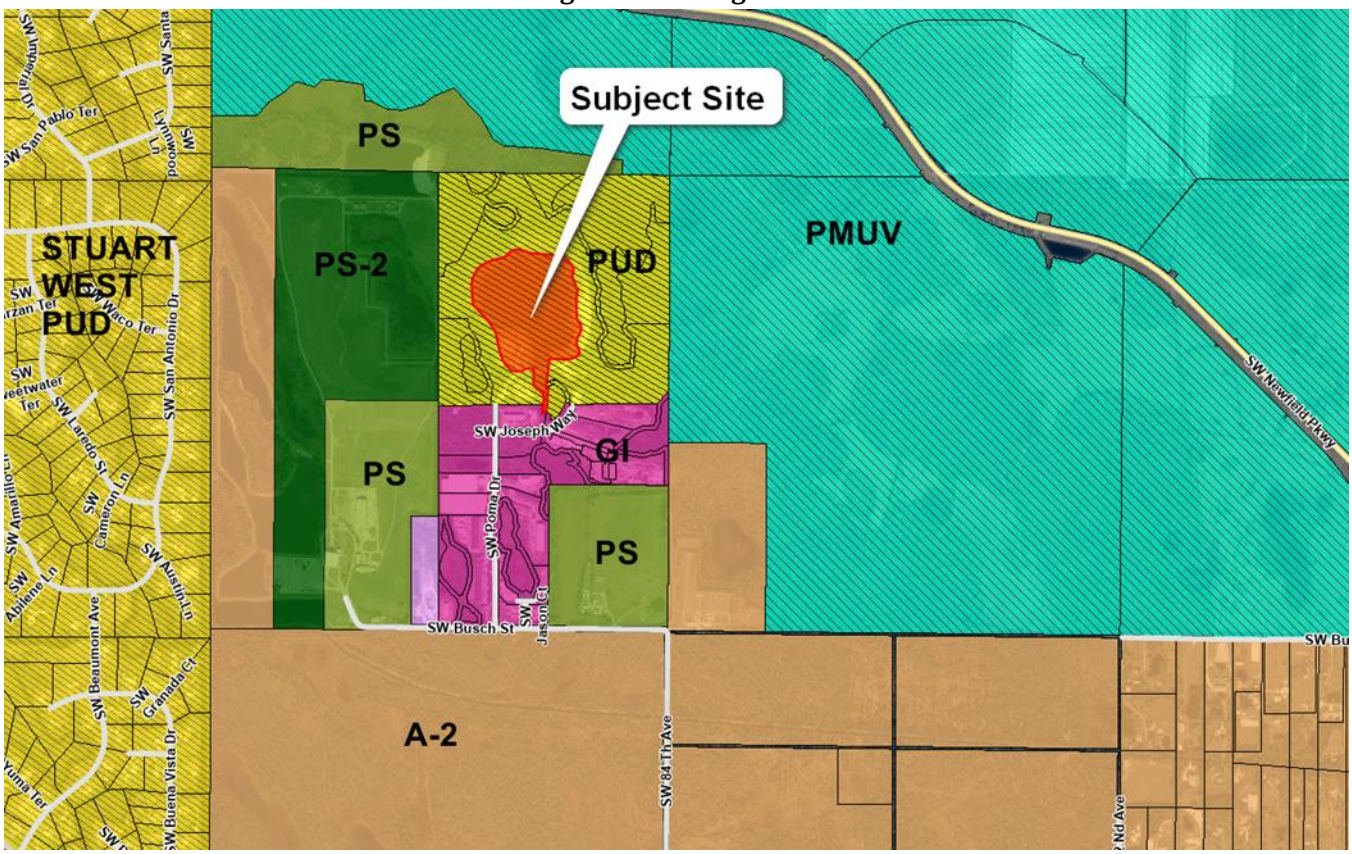
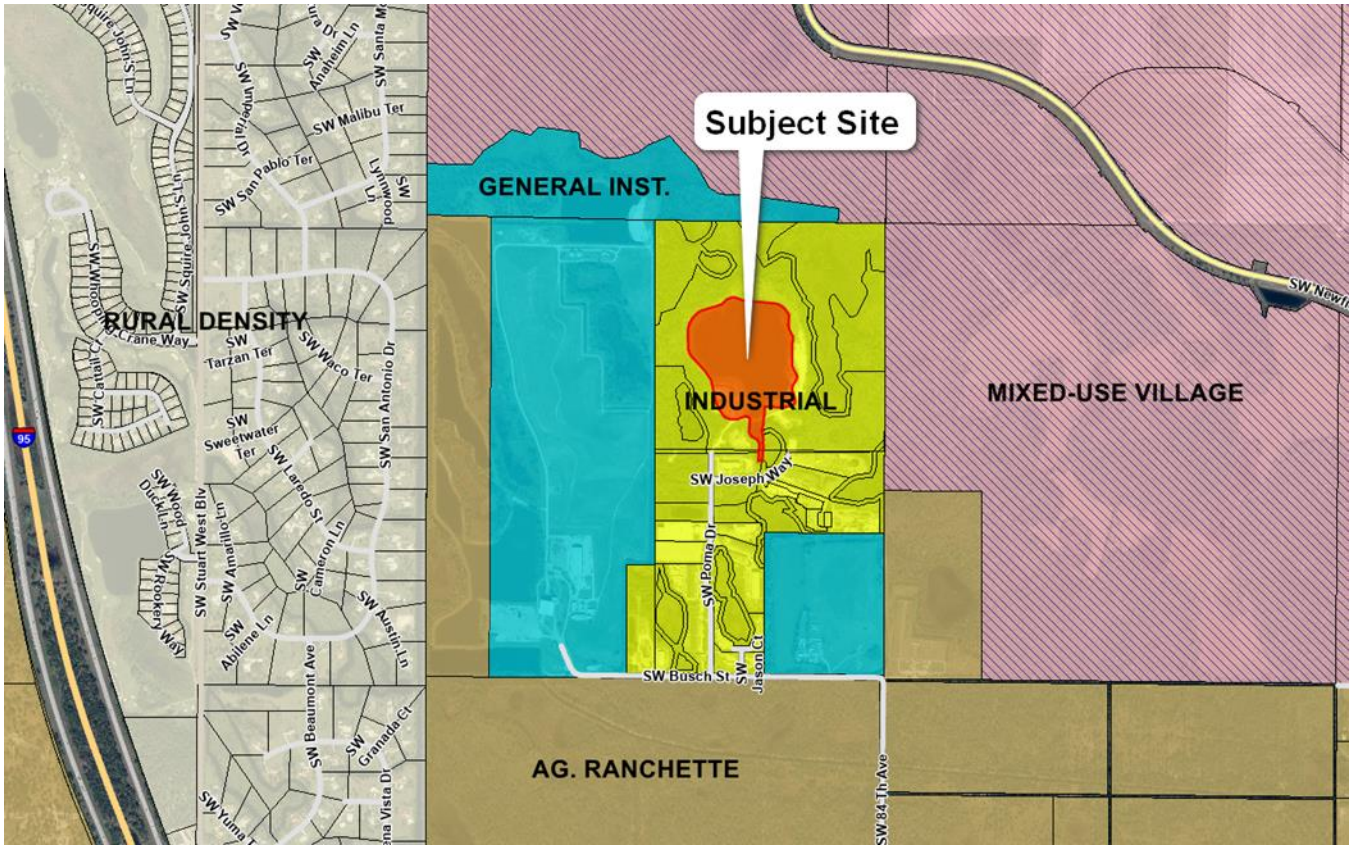


Figure 4: Future Land Use Map



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

Findings of Compliance:

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

Public Benefits:

Within sixty (60) days of approval of this First Amendment, OWNER shall contribute the sum of Fifty Thousand Dollars ($50,000.00) towards the construction and design of a proposed fire station in western Palm City.

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

Findings of Compliance:

Staff has reviewed this application 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.

Information #1:

LAND CLEARING

No land clearing is authorized prior to the pre-construction meeting for the project. Authorization for clearing to install erosion control devices and preserve barricades will be granted at the pre-construction meeting. No additional land clearing shall commence until a satisfactory inspection of the required control structures and barricades has been obtained. Authorization for the relocation of gopher tortoises within the development, as provided for by applicable state agency permits may be granted by the Growth Management Department.

H. Determination of compliance with urban design and community redevelopment requirements – Community Redevelopment Department

Commercial Design

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

Community Redevelopment Area

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

I. Determination of compliance with the property management requirements – Engineering Department

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

J. Determination of compliance with environmental and landscaping requirements – Growth Management Department

Environmental

Finding of Compliance:

The Growth Management Department Environmental Division staff has reviewed the application and finds it in compliance with the applicable land development regulations. There are no proposed changes to the existing preserve areas and PAMP with this PUD amendment.

Landscaping

This project is a N/A for landscaping. No landscape plans are being reviewed in association with this application for Administrative Amendment to this Masterplan and Final Site Plan.

In accordance with Section10.15.A.2, LDR Martin County, FL (2023) "Only those phases, or portions thereof, that are the subject of an application proposing an amendment to an approved development order, or that would be affected thereby, shall be subject to the current review standards specified in the Comprehensive Plan, the LDR, and the Code."

Requirements of Article 4, Land Development Regulations, Martin County, FL (2016) Division 15, Landscaping, Buffering and Tree Protection are not applicable because there are no changes proposed to any landscape or buffer areas. Previously approved landscape typical buffers shall remain a condition for development.

K. Determination of compliance with transportation requirements – Engineering Department

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

Compliance with Adequate Public Facilities Ordinance:
This application satisfies the Adequate Public Facilities Standard; it is exempt as it is a development, a development alteration, or an expansion that does not create additional impact on the roadway network (Article 5, Division 2, Section 5.32.B.3.f).

L. Determination of compliance with county surveyor – Engineering Department

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

M. Determination of compliance with engineering, storm water and flood management requirements – Engineering Services Division

Findings of Compliance
COMPLIANCE WITH ADEQUATE PUBLIC FACILITIES ORDINANCE:
This project will provide the proposed development sufficient services based upon the adopted LOS for stormwater management facilities.

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

Division 8- Excavation, Fill, and Mining: The applicant demonstrated in the Engineer's Opinion of Probable Excavation, Fill, and Hauling that the 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.

Division 9- Stormwater Management: The applicant has demonstrated that the stormwater from the improvements are being collected and captured in accordance with Martin County Requirements; thereby, the required attenuation and water quality treatment is in compliance with Division 9.

Division 10- Flood Protection: The applicant demonstrated that a portion of the site falls within a FEMA Special Flood Hazard Area. The applicant demonstrated the minimum finished floor elevations will be set at or above both the maximum stage of a 100-year 3-day storm event and the base flood elevation plus one-foot; therefore, the applicant demonstrated compliance with Division 10.

Division 14- Division 14 - Parking and Loading; Roadway Design: The applicant is not proposing to construct parking areas with this application; therefore, Division 14 is not applicable.

Division 19 - The applicant is not proposing to make modifications to the existing roads.

DEVELOPMENT ORDER CONDITION:

The Owner is not authorized to haul fill off the site. The Owner must comply with all County excavation and fill regulations. 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.

MINING STANDARDS:

a. Property corners and preservation areas shall be located and clearly marked in the field by a Professional Surveyor and Mapper 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 further clearing shall commence until an inspection of the required erosion control devices and preserve barricades has been deemed satisfactory or acceptable. Authorization to relocate gopher tortoises, as provided by required state agency permits, may be granted by the Growth Management Department upon acceptance of permit materials.
b. A quarterly Hauling Report and the associated hauling fee shall be submitted to the County Engineer to support funding the County's road maintenance program. Hauling Reports shall be prepared and certified by a Professional Engineer licensed in the State of Florida (Engineer) and shall include a summary of the quantity and purported destination of the material hauled out of Martin County in accordance with County Resolution 10-8.7. The Engineer shall retain all documentation supporting the quantity and destination of all hauled material and shall provide such documentation to the County Engineer upon request.
c. A semiannual Water Quality Sampling Report shall be submitted to the County Engineer to ensure that there is no degradation of water quality. Water Quality Sampling Reports shall be prepared and certified by an Engineer and shall include results of the samples collected for chlorides and total dissolved solids from a minimum of two on-site monitoring wells at the surface and the maximum depth of the proposed excavation. For compliance, the results of the samples shall be less than the established background water quality, which consists of 23 mg/l chlorides and 530 mg/l total dissolved solids for Monitoring Well (MW) -1 and 40mg/L chlorides and 530mg/L total dissolved solids for Monitoring Well (MW) -2D. The Water Quality Sampling Report shall be submitted to the County Engineer within five days of the sampling results. Should any sample fail the compliance standard, the County Engineer shall issue a notice to cease and desist all activities on the site and require a plan to mitigate the degraded water quality within thirty days. No activities shall commence until the background water quality is restored.
d. An Annual Status Report shall be submitted to the County Engineer to ensure that the mining operation is proceeding in accordance with the terms of the development order. Annual Status Reports shall: be prepared and certified by the Engineer; summarize all work done since the approval; include a signed and sealed record ("as-built") drawing or a bathymetric survey with

cross sections of the excavated and/or filled areas, the extent of excavated and/or filled areas, and the distance from the extent of the excavated and/or filled areas to all property lines and/or wetlands; and document the lake depth and side slope requirements have not been exceeded.

e. The first Hauling Report is due within three months of the pre-construction meeting. The first Water Quality Sampling Report shall be submitted concurrently with the second Hauling Report and may be submitted as a single report. The first Annual Status Report shall be submitted concurrently with the second Water Quality Sampling Report (and fourth Hauling Report) and may be submitted as a single report. Subsequent Hauling, Water Quality Sampling, and Annual Status Reports shall be submitted in conjunction with each other (as applicable) and may be submitted as single reports.

f. All disturbed areas shall be restored and reclaimed by planting or seeding a permanent native ground cover to reduce the loss of topsoil due to water and wind erosion, to prevent the establishment of prohibited plant species, and to provide adequate growing conditions. Restoration and reclamation shall begin immediately following each phase of excavation/fill.

g. All mining activities must be completed within five years of this approval, unless an extension is granted by the Board of County Commissioners.

h. A Final Certification Report shall be submitted to the County Engineer within 30 days of the completion of the mining and reclamation activities. The Final Certification Reports shall: be prepared and certified by the Engineer; summarize all work done since the approval of the Mining Operation development; include a signed and sealed record ("as-built") drawing or a bathymetric survey with cross sections of the excavated and/or filled areas, the extent of excavated and/or filled areas, and the distance from the extent of the excavated and/or filled areas to all property lines and/or wetlands; document the lake depth and side slope requirements have not been exceeded; and include the following certification statement:

   I hereby notify Martin County of the completion of all mining and reclamation activities associated with Seven J's North PUD First Amendment and Revised Master/Final Site Plan and I certify that they were completed in conformance with the plans and specifications permitted by the County including, but not limited to: all area and quantities of all excavation and fill material; excavation setbacks, depths, and side slopes; vegetated littoral and upland buffer zones; and natural resources protection.

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. (2024).

Electronic File Submittal

Findings of Compliance:
The AutoCAD dwg file of the site plan was received and found to be in compliance with Section 10.2.B.2., Land Development Regulations, Martin County, Fla. (2024).

O. Determination of compliance with utilities requirements – Utilities Department

Water and Wastewater Service

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

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

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

Emergency Management

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

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

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.

T. Determination of compliance with 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

After approval of the development order, the applicant will receive a letter and a Post Approval Requirements List that identifies the documents and fees required. 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. Once submitted, a unique Sharebase link will be provided to the agent via email. CDs and Flash Drives are no longer accepted for post approval submittals. The 24" x 36" plans should be submitted rolled and in separate sets as itemized below. Please note, the Public Works Department still requires a blank flash drive for the plans that will be stamped as part of post approval process. This flash drive will be distributed to the applicant/engineer of record at the pre-construction meeting. This blank flash drive now needs to be **brand new, unopened in the original package.**

Item	Description	Requirement
1.	Response to Post Approval Requirements List	The applicant will submit a response memo addressing the items on the Post Approval Requirements List.
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.
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.
4.	Warranty Deed	One (1) copy of the recorded warranty deed if a property title transfer has occurred since the site plan approval. If there has not been a property title transfer since the approval, provide a letter stating that no title transfer has occurred.
5.	Construction Plans	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. Rolled.
6.	Approved Master and Final Site Plan	One (1) copy 24” x 36” of the approved master and final site plan.
7.	Digital Copy of Site Plan	One (1) digital copy of site plan in AutoCAD 2010 – 2014 drawing format (.dwg). The digital version of the site plan must match the hardcopy version as submitted.
8.	Engineers Opinion of Probable Cost	Two (2) originals of the Cost Estimate, on the County format, which is available on the Martin County website, signed and sealed by the Engineer of Record licensed in the State of Florida. (This was not provided with the original PUD approval.)
9.	Engineer’s Design Certification	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.
10.	PUD Zoning Agreement	Original and one (1) copy of the executed approved PUD zoning agreement.

Item	Description	Requirement
11.	Flash/Thumb Drive	One unopened (1) blank USB flash/thumb drive, in the original package, which will be utilized to provide the applicant with the approved stamped and signed project plans at the pre-construction meeting.

V. Local, State, and Federal Permits

There are no applicable Local, State and Federal Permits required in conjunction with this application.

W. Fees

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

Fee type:	*Fee amount:*	*Fee payment:*	*Balance:*
Application review fees:	$13,800	$13,800	$0.00
Inspection fees:			
Advertising fees *:			
Recording fees **:			
Impact fees***:	N/A		

* Advertising fees will be determined once the ads have been placed and billed to the County.
** Recording fees will be identified after the post approval package has been submitted.
***Impact fees are required at building permit.

X. General application information

Applicant/Owner: Palm City Holdings, LLC
Frank Poma
2049 SW Poma Drive
Palm City, Florida 34990
772-240-2040
frank@pomametals.com

Agent/Engineer of Record: Stephen Cooper, PE & Associates, Inc.
Stephen Cooper
7450 South Federal Highway
Port Saint Lucie, Florida 34952
772-336-2933
scooper@scpeinc.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/Wastewater Service Agreement

Z. Attachments

Pursuant to Sec. 695.26, F.S.
Prepared by:
Robert S. Raynes, Jr., Esquire
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Blvd., Suite 200
Stuart, Florida 34996

_____
[blank space above line reserved for recording data]

FIRST AMENDMENT TO SEVEN J'S NORTH INDUSTRIAL PARK PLANNED UNIT DEVELOPMENT ZONING AGREEMENT FOR PERMIT-READY INDUSTRIAL DEVELOPMENT

THIS FIRST AMENDMENT TO SEVEN J'S NORTH INDUSTRIAL PARK PLANNED UNIT DEVELOPMENT ZONING AGREEMENT FOR PERMIT-READY INDUSTRIAL DEVELOPMENT ("First Amendment"), made and entered into this ____ day of _____, 2025, by and between PALM CITY HOLDINGS, LLC, a Florida limited liability company, hereinafter referred to as OWNER, and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, after appropriate notice, and public hearing, the COUNTY approved, on the 27th day of September 2022, a Planned Unit Development Zoning Agreement for the development of a project known as SEVEN J'S NORTH INDUSTRIAL PARK, and was recorded in Official Records Book 3349, Page, 1020 of the Public Records of Martin County, Florida, hereinafter referred to as the "PUD Agreement"; and

WHEREAS, OWNER desires to amend the PUD Agreement to revise Exhibit D – Seven J's North Industrial Park - Master/Final Site Plan and revise Exhibit F – Seven J's North Industrial Park - Special Conditions of the PUD Agreement.

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

1. The recitals set forth above are true and correct and are made part of this First Amendment.

2. Exhibit D - Seven J's North Industrial Park - Master/Final Site Plan as shown on Exhibit D of the PUD Agreement is replaced and modified by attached Exhibit D – Revised Seven J's North Industrial Park - Master/Final Site Plan" of this First Amendment to reflect the changes in the depth of Lake 2 on the Seven J's North Industrial Park - Master/Final Site Plan.

3. Exhibit F - Special Conditions is modified by adding the following Special Conditions:

> 10.E. PUBLIC BENEFITS. Within sixty (60) days of approval of this First Amendment, OWNER shall contribute the sum of Fifty Thousand Dollars ($50,000.00) towards the construction and design of a proposed fire station in western Palm City.
>
> 17. EXCAVATION DEPTH. The PUD shall comply with the requirements of Article 4, Division 8, Excavating, Filling and Mining, except the depth of Lake 2, as shown on Exhibit D – Revised Seven J's North Industrial Park – Master/Final Site Plan shall not exceed 40 feet as measured from the water control elevation to the bottom and the bottom shall be a minimum of 30 feet above the confining unit of the Upper Floridan Aquifer (Hawthorn Group).

4. All defined terms in this First Amendment shall have the same meaning as in the PUD Agreement, except if otherwise noted herein. All of the terms and conditions of the PUD Agreement which are not specifically amended or revised by this First Amendment shall remain in full force and effect. In the event of any conflict between the provisions of the PUD Agreement and the provisions of the First Amendment, this First Amendment shall control.

NO FURTHER TEXT ON THIS PAGE

IN WITNESS WHEREOF, the parties have caused this First Amendment to be made and entered into the day and year first written which is the date it was approved by the Board of County Commissioners.

OWNER

PALM CITY HOLDINGS, LLC, Florida limited liability company

By: _____
Frank Poma, Managing Member

Address:_____
_____

WITNESSES:

_____
Name: _____
Address:_____
_____
_____

Name: _____

Address:_____
_____

STATE OF _____
COUNTY OF _____

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, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____, 2025, by Frank Poma, as Managing Member of Palm City Holdings, LLC, on behalf of said entity, who ☐ is personally known to me or ☐ has produced _____as identification.

_____
Signature of Notary Public
Printed Name: _____
My Commission Expires:_____

(Notary Seal)

COUNTY

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
CAROLYN TIMMANN
Clerk of the Circuit Court and Comptroller

By: _____
SARAH HEARD, CHAIR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

(COMMISSION SEAL)

By: _____
Elysse A. Elder
Deputy County Attorney

EXHIBIT D

SEVEN J'S NORTH INDUSTRIAL PARK – REVISED MASTER/FINAL SITE PLAN

Permit Ready Process

1. Parcels within the Seven J's North Subdivision PUD shall be subject to the parcel development and use criteria set forth in Exhibit F (9)&(10) of the 7-J's North PUD Zoning Agreement.
2. All plans must be consistent with the Seven J's North Subdivision PUD master and final site plan, the Seven J's North Subdivision PUD aggreement and applicable Martin county codes and ordinances.
3. All permit ready Building Permit Applications for the new development of a parcel shall include a 7-J's North Parcel Data Sheet as provided within the PUD Zoning Agreement as Exhibit I, and a Tracking Sheet, Exhibit I-1.

Permitted Uses

Exhibit F (9) of the 7-J's North PUD Zoning Agreement regulates all permited uses for the PUD.

Water & Wastewater Note:

1. All Parcels to be supplied potable water from Martin County Utilities in accordance with FDEP regulations.
2. All Parcels to be supplied wastewater connection using gravity sewer and lift station from Martin County Utilities in accordance with FDEP regulations.
3. All Parcels to be supplied fire service using fire hydarants from Martin County Utilites in accordance with FDEP regulations.

Off Site Roadway Improvements

1. The developer shall provide roadway improvements as set forth in Exhibit F-1 of the 7-J's North PUD Zoning Agreement.

Parcel Development Data

Minimum Front Setback:	20 feet
Minimum Rear Setback:	10 feet
Minimum Side Setback:	10 feet
Maximum allowable height:	40 feet
Minimum Parcel Area:	30,000 sf
Minimum Parcel Width:	125 feet
Maximum Building Coverage:	34.6%
Minimum Open Space:	20.0%
Minimum Road Centerline Setback	45 feet

* Depicts Front Property Line for Parcels 31, 33, 52 and 53

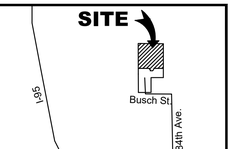
LEGEND:

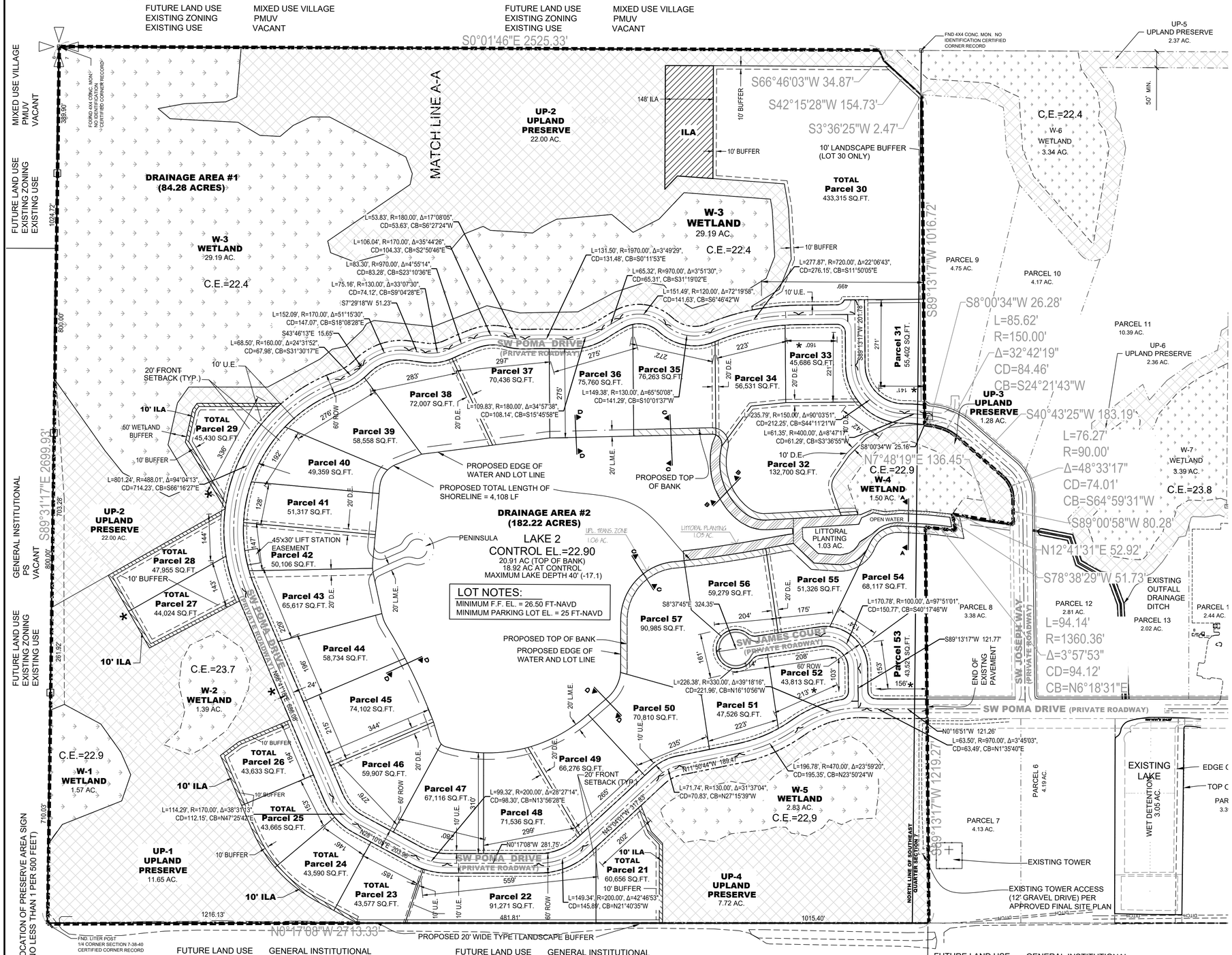
- EXISTING UPLAND PRESERVE
- EXISTING WETLAND
- LITTORAL ZONE
- INTERIOR LANDSCAPE AREA (ILA)

CALL 48 HOURS BEFORE YOU DIG IN FLORIDA
1-800-432-4770
IT'S THE LAW!
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

NORTH

50' 0' 50' 100'
GRAPHIC SCALE
1" = 100'-0"





PUD Site Data

Existing Zoning	GI	
Proposed Zoning	PUD	
Future Land Use	INDUSTRIAL	
Total Site Area	167.14	Acres
Total Developable Area	86.18	Acres
Total Area Of Parcels	60.37	Acres
Right Of Way Area	8.71	Acres
Lake Area @ Control	18.92	Acres
Existing Wetlands (To Remain Undisturbed)	36.48	Acres
Proposed Upland Preserve/Buffer	44.43	Acres

Impervious Area

Lake Area @ Control	824,094	sq.ft. =	18.92	Acres	(11.3%)
Wetlands (To Remain Undisturbed)	1,589,194	sq.ft. =	36.48	Acres	(21.8%)
Parcels (80% Of Parcel Area)	2,103,923	sq.ft. =	48.30	Acres	(28.9%)
ROW/Roadways	157,037	sq.ft. =	3.61	Acres	(2.2%)
Total Impervious Area	4,674,249	sq.ft. =	107.31	Acres	(64.2%)

Pervious/Open Area

Upland Preserve Area	1,857,902	sq.ft. =	42.65	Acres	(25.5%)
Parcels (20% Of Parcel Area Less ILA)	446,645	sq.ft. =	10.25	Acres	(6.1%)
Interior Landscape Area (ILA)	79,335	sq.ft. =	1.82	Acres	(1.1%)
ROW/Roadways	222,411	sq.ft. =	5.11	Acres	(3.1%)
Total Pervious Area	2,606,294	sq.ft. =	59.83	Acres	(35.8%)
OVERALL TOTALS	7,280,542	sq.ft. =	167.14	Acres	(100.0%)

Parcel ID:

07-38-40-001-001-00000-0 Tract A	56.98 acres
07-38-40-001-002-00000-0 Lake 2	32.31 acres
07-38-40-001-000-00003-0 Wetland Areas W-1 thru W-5	36.48 acres
07-38-40-001-000-00004-0 Existing Preserve Areas UP-1 thru UP-4	41.36 acres

MAXIMUM LOT DEVELOPMENT CRITERIA

Parcel	TOTAL LOT AREA (Square Feet)	TOTAL LOT AREA (Acres)	MAXIMUM IMPERVIOUS AREA 80% (ACRE)	MINIMUM PERVIOUS AREA 20% (ACRE)	MAXIMUM BUILDING FOOTPRINT 34.6% (ACRE)	MAXIMUM BUILDING FOOTPRINT 34.6% (FEET)
21	60,656	1.39	1.11	0.28	0.48	20,987
22	91,271	2.10	1.68	0.42	0.72	31,580
23	43,577	1.00	0.80	0.20	0.35	15,077
24	43,590	1.00	0.80	0.20	0.35	15,082
25	43,665	1.00	0.80	0.20	0.35	15,108
26	43,633	1.00	0.80	0.20	0.35	15,097
27	44,024	1.01	0.81	0.20	0.35	15,232
28	47,955	1.10	0.88	0.22	0.38	16,592
29	45,430	1.04	0.83	0.21	0.36	15,719
30	433,315	9.95	7.96	1.99	3.44	149,927
31	55,402	1.27	1.02	0.25	0.44	19,169
32	132,700	3.05	2.44	0.61	1.05	45,914
33	45,686	1.05	0.84	0.21	0.36	15,807
34	56,531	1.30	1.04	0.26	0.45	19,560
35	76,263	1.75	1.40	0.35	0.61	26,387
36	75,760	1.74	1.39	0.35	0.60	26,213
37	70,436	1.62	1.29	0.32	0.56	24,371
38	72,007	1.65	1.32	0.33	0.57	24,914
39	58,558	1.34	1.08	0.27	0.47	20,261
40	49,359	1.13	0.91	0.23	0.39	17,078
41	51,317	1.18	0.94	0.24	0.41	17,756
42	50,106	1.15	0.92	0.23	0.40	17,337
43	65,617	1.51	1.21	0.30	0.52	22,704
44	58,734	1.35	1.08	0.27	0.47	20,322
45	74,102	1.70	1.36	0.34	0.59	25,639
46	59,907	1.38	1.10	0.28	0.48	20,728
47	67,116	1.54	1.23	0.31	0.53	23,222
48	71,536	1.64	1.31	0.33	0.57	24,751
49	66,276	1.52	1.22	0.30	0.53	22,931
50	70,810	1.63	1.30	0.33	0.56	24,500
51	47,526	1.09	0.87	0.22	0.38	16,444
52	43,813	1.01	0.80	0.20	0.35	15,159
53	43,521	1.00	0.80	0.20	0.35	15,058
54	68,117	1.56	1.25	0.31	0.54	23,568
55	51,326	1.18	0.94	0.24	0.41	17,759
56	59,279	1.36	1.09	0.27	0.47	20,511
57	90,985	2.09	1.67	0.42	0.72	31,481
TOTALS	2,629,904	60.37	48.30	12.07	20.89	909,947

General Notes

1. All signs shall meet the requirements of Division 16, Article 4, LDR, Martin County Code.
2. All exotic vegetation to be removed prior to the issuance of a Certificate of Occupancy.
3. The applicant will notify the Growth Management Department for a field inspection by staff to determine if barricades have been properly placed prior to any land clearing.
4. Barricades must be constructed in the following manner:
Rope: 1/4" diameter min, nylon or poly, yellow or orange. Rope must be a minimum of four (4) feet off the ground. Rope may not be attached to vegetation. Surveyor ribbon is not acceptable
Poles: 2x2 or 2x4, iron rebar, PVC pipe or other materials with prior approval of Environmental Planner. Lathe strips are not acceptable.
5. All Barricades must be maintained intact for the duration of construction.
6. Storage of construction materials in preserve areas is not permitted.
7. Fill is not allowed to encroach into preserve areas.
8. Barricades must be offset at least five (5) feet outside the preserve area or placed at the dripline of the canopy trees in any area for which clearing is proposed.
9. Individual trees or groups of vegetation that are to be saved for landscape credit requirements are to be barricaded according to the guidelines.
10. Advisory or warning signs must be provided.
11. No alteration of Wetland Preserve, Upland Preserve, or Transition Zones is permitted except in compliance with a Preserve Area Management Plan approved by Martin County.
12. During constructions activities, existing native vegetation shall be retained to act as buffers between adjacent land uses, and to minimize nuisance dust and noise. Barricades shall be used on site to preserve the vegetation to be retained for this purpose.
13. Preserve areas are not to be altered without written permission of the Martin County Board of County Commissioners. Preserve Area signs shall be placed no less than 1 sign per 500 feet along Preserve Area boundary.
14. Maintenance of Conservation Areas. All conservation areas, and the signs/markers identifying them, shall be maintained by the property owners association (POA) in accordance with the terms and provisions of the Preserve Area Management Plan (PAMP), DEP Permit, this declaration, and all amendments thereto. Further, the POA shall be obligated to enforce the terms and provisions of the PAMP, the DEP Permit, this declaration, and all amendments thereto. Unless otherwise provided herein, the costs and expenses to maintain such Conservation Areas shall be assessed to the POA Members as a common expense in perpetuity. Additional language to be provided in POA restrictive covenants.
15. Roads within Seven J's North Subdivision shall be privately maintained.
16. All required vehicular use landscape area (VUA) has been provided for entire project through designated Interior Landscape Area ("ILA") as shown on Sheet 6 and set forth in Exhibit F(7)(f) of the 7-J's North PUD Zoning Agreement.
17. Buildings may not encroach into drainage, utilities or landscape easements.
18. Two or more lots may be combined to accommodate larger buildings by way of unity of title.
19. No drive-thru facilities shall be permitted.
20. Minimum parking required per Article 4, Division 19.
21. All Parcels shall utilize and provide 100% native landscape materials, as set forth in Exhibit F(9)(B).

STEPHEN COOPER, P.E. & ASSOCIATES, INC.
- CONSULTING ENGINEER -
• CIVIL ENGINEERING • SITE PLANNING
• ENVIRONMENTAL PERMITTING
7450 SOUTH FEDERAL HIGHWAY
PORT ST. LUCIE, FLORIDA 34952
(772) 336-2933
FLORIDA CERTIFICATE OF AUTHORIZATION No. 00008585
SCPE

DATE: 03-21-18
DRAWN BY: JMS
DESIGNED BY: SSC
CHECKED BY: SSC
PROJECT No.: 2017-126
HORZ. SCALE: 1"=150'
VERT. SCALE: N.A.
CADD FILE: 7jplans

NO.	DATE	BY	REVISIONS
6	12/05/2024	DAD	REVISED LAKE NOTES PER COUNTY COMMENTS
5	10/01/2024	DAD	REVISED PER UPDATED PLANT AND COUNTY COMMENTS
4	07/11/2024	CJR	Address 06-12-24 Staff Report
3	02/25/2019	JMS	Address 02-07-20 Staff Report
2	12/05/2019	JMS	Address 07-22-19 Staff Report
1	05/13/2019	JMS	Address 12-14-18 Staff Report

Printed Date:

SCALE VERIFICATION
0 1
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING, ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

POMA
Seven J's North Subdivision
Located in Martin County, Florida

PUD Revised Master/Final Site Plan

JOB No.: **2017-126**
SHEET **1** OF **7**

924

PUD Site Data

Existing Zoning	GI				
Proposed Zoning	PUD				
Future Land Use	INDUSTRIAL				
Total Site Area	167.14	Acres			
Total Developable Area	86.18	Acres			
Total Area Of Parcels	60.37	Acres			
Right Of Way Area	8.71	Acres			
Lake Area @ Control	18.92	Acres			
Existing Wetlands (To Remain Undisturbed)	36.48	Acres			
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Impervious Area					
Lake Area @ Control	824,094	sq.ft. =	18.92	Acres	(11.3%)
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Parcel ID:

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07-38-40-001-002-00000-0 Lake 2	32.31 acres
07-38-40-001-000-00003-0 Wetland Areas W-1 thru W-5	36.48 acres
07-38-40-001-000-00004-0 Existing Preserve Areas UP-1 thru UP-4	41.36 acres

Permit Ready Process

1. Parcels within the Seven J's North Subdivision PUD shall be subject to the parcel development and use criteria set forth in Exhibit F (7)&(8) of the 7-J's North PUD Zoning Agreement.
2. All plans must be consistent with the Seven J's North Subdivision PUD master and final site plan, the Seven J's North Subdivision PUD aggreement and applicable Martin county codes and ordinances.
3. All permit ready Building Permit Applications for the new development of a parcel shall include a 7-J's North Parcel Data Sheet as provided within the PUD Zoning Agreement as Exhibit I, and a Tracking Sheet, Exhibit I-1.

Permitted Uses

Exhibit F (7) of the 7-J's North PUD Zoning Agreement regulates all permited uses for the PUD.

Water & Wastewater Note:

1. All Parcels to be supplied potable water from Martin County Utilities in accordance with FDEP regulations.
2. All Parcels to be supplied wastewater connection using gravity sewer and lift station from Martin County Utilities in accordance with FDEP regulations.
3. All Parcels to be supplied fire service using fire hydarants from Martin County Utilites in accordance with FDEP regulations.

Off Site Roadway Improvements

1. The developer shall provide roadway improvements as set forth in Exhibit F-1 of the 7-J's North PUD Zoning Agreement.

Parcel Development Data

Minimum Front Setback:	20 feet
Minimum Rear Setback:	10 feet
Minimum Side Setback:	10 feet
Maximum allowable height:	40 feet
Minimum Parcel Area:	30,000 sf
Minimum Parcel Width:	125 feet
Maximum Building Coverage:	34.6%
Minimum Open Space:	20.0%
Minimum Road Centerline Setback	45 feet

* Depicts Front Property Line for Parcels 31, 33, 52 and 53

LEGEND:

- EXISTING UPLAND PRESERVE
- EXISTING WETLAND
- LITTORAL ZONE
- INTERIOR LANDSCAPE AREA (ILA)

MAXIMUM LOT DEVELOPMENT CRITERIA

Parcel	TOTAL LOT AREA (Square Feet)	TOTAL LOT AREA (Acres)	MAXIMUM IMPERVIOUS AREA 80% (ACRE)	MINIMUM PERVIOUS AREA 20% (ACRE)	MAXIMUM BUILDING FOOTPRINT 34.6% (ACRE)	MAXIMUM BUILDING FOOTPRINT 34.6% (FEET)
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42	50,106	1.15	0.92	0.23	0.40	17,337
43	65,617	1.51	1.21	0.30	0.52	22,704
44	58,734	1.35	1.08	0.27	0.47	20,322
45	74,102	1.70	1.36	0.34	0.59	25,639
46	59,907	1.38	1.10	0.28	0.48	20,728
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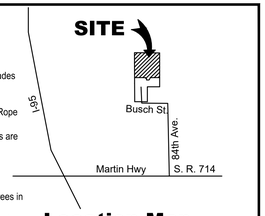
50	70,810	1.63	1.30	0.33	0.56	24,500
51	47,526	1.09	0.87	0.22	0.38	16,444
52	43,813	1.01	0.80	0.20	0.35	15,159
53	43,521	1.00	0.80	0.20	0.35	15,058
54	68,117	1.56	1.25	0.31	0.54	23,568
55	51,326	1.18	0.94	0.24	0.41	17,759
56	59,279	1.36	1.09	0.27	0.47	20,511
57	90,985	2.09	1.67	0.42	0.72	31,481
TOTALS	2,629,904	60.37	48.30	12.07	20.89	909,947

General Notes

1. All signs shall meet the requirements of Division 16, Article 4, LDR, Martin County Code.
2. All exotic vegetation to be removed prior to the issuance of a Certificate of Occupancy.
3. The applicant will notify the Growth Management Department for a field inspection by staff to determine if barricades have been properly placed prior to any land clearing.
4. Barricades must be constructed in the following manner:
Rope: 1/4" diameter min, nylon or poly, yellow or orange. Rope must be a minimum of four (4) feet off the ground. Rope may not be attached to vegetation. Surveyor ribbon is not acceptable
Poles: 2x2 or 2x4, iron rebar, PVC pipe or other materials with prior approval of Environmental Planner. Lathe strips are not acceptable.
5. All Barricades must be maintained intact for the duration of construction.
6. Storage of construction materials in preserve areas is not permitted.
7. Fill is not allowed to encroach into preserve areas.
8. Barricades must be offset at least five (5) feet outside the preserve area or placed at the dripline of the canopy trees in any area for which clearing is proposed.
9. Individual trees or groups of vegetation that are to be saved for landscape credit requirements are to be barricaded according to the guidelines.
10. Advisory or warning signs must be provided.
11. No alteration of Wetland Preserve, Upland Preserve, or Transition Zones is permitted except in compliance with a Preserve Area Management Plan approved by Martin County.
12. During constructions activities, existing native vegetation shall be retained to act as buffers between adjacent land uses, and to minimize nuisance dust and noise. Barricades shall be used on site to preserve the vegetation to be retained for this purpose.
13. Preserve areas are not to be altered without written permission of the Martin County Board of County Commissioners. Preserve Area signs shall be placed no less than 1 sign per 500 feet along Preserve Area boundary.
14. Maintenance of Conservation Areas. All conservation areas, and the signs/markers identifying them, shall be maintained by the property owners association (POA) in accordance with the terms and provisions of the Preserve Area Management Plan (PAMP), DEP Permit, this declaration, and all amendments thereto. Further, the POA shall be obligated to enforce the terms and provisions of the PAMP, the DEP Permit, this declaration, and all amendments thereto. Unless otherwise provided herein, the costs and expenses to maintain such Conservation Areas shall be assessed to the POA Members as a common expense in perpetuity. Additional language to be provided in POA restrictive covenants.
15. Roads within Seven J's North Subdivision shall be privately maintained.
16. All required vehicular use landscape area (VUA) has been provided for entire project through designated Interior Landscape Area ("ILA") as shown on Sheet 6 and set forth in Exhibit F(7)(f) of the 7-J's North PUD Zoning Agreement.
17. Buildings may not encroach into drainage, utilities or landscape easements.
18. Two or more lots may be combined to accommodate larger buildings by way of unity of title.
19. No drive-thru facilities shall be permitted.
20. Minimum parking required per Article 4. Division 19.
21. All Parcels shall utilize and provide 100% native landscape materials, as set forth in Exhibit F(9)(B).

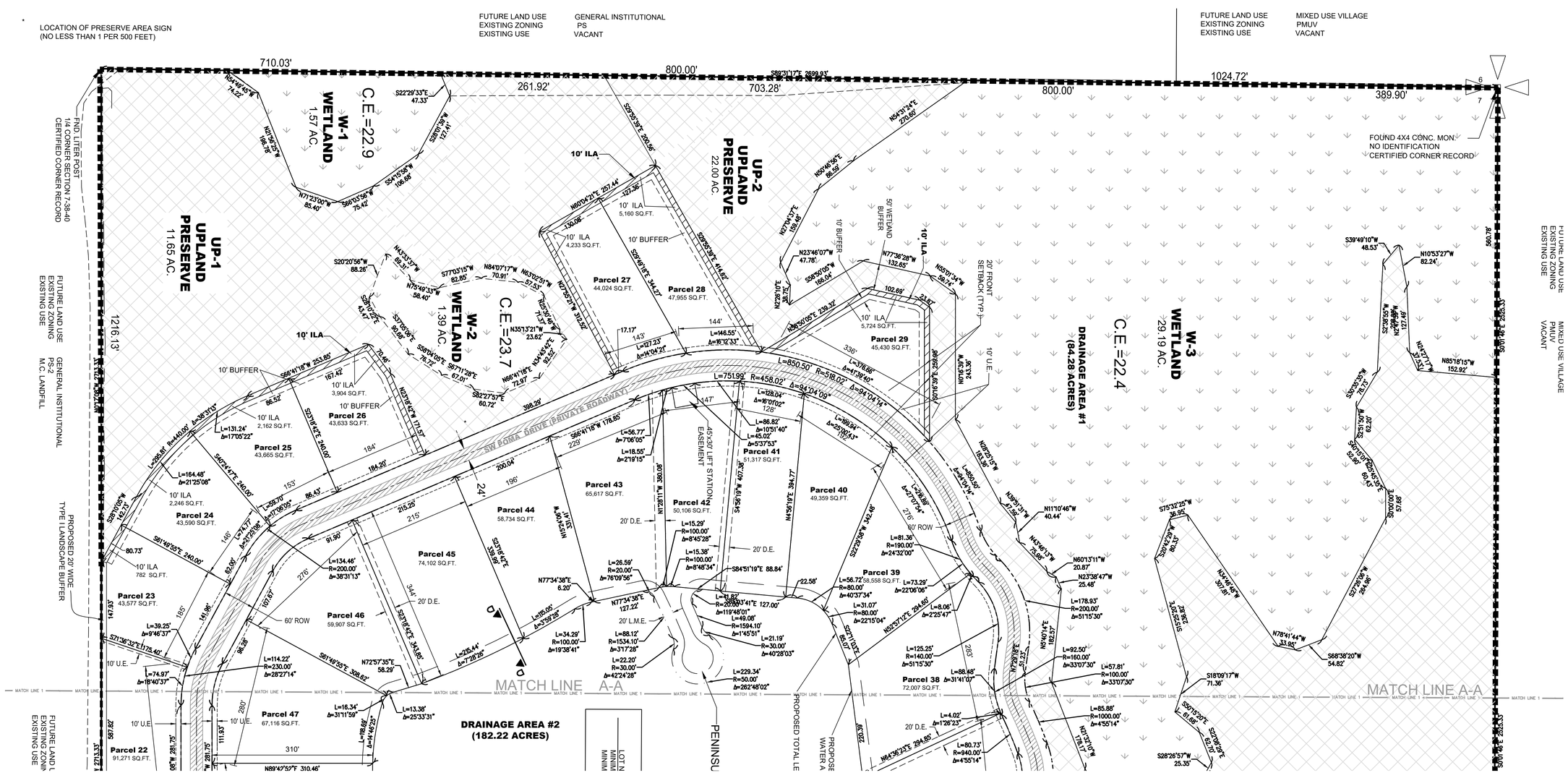


Location Map

NORTH

50' 0' 50' 100'
GRAPHIC SCALE
1" = 100'-0"

CALL 48 HOURS BEFORE YOU DIG IN FLORIDA
1-800-432-4770
IT'S THE LAW!
SUNSHINE STATE ONE CALL OF FLORIDA, INC.



STEPHEN COOPER, P.E. & ASSOCIATES, INC.
- CONSULTING ENGINEER -
• CIVIL ENGINEERING • SITE PLANNING
• ENVIRONMENTAL PERMITTING
7450 SOUTH FEDERAL HIGHWAY
PORT ST. LUCIE, FLORIDA 34952
(772) 878-1500
FLORIDA CERTIFICATE OF AUTHORIZATION No. 00008856
SCPE

DATE:	03-21-18
DRAWN BY:	JMS
DESIGNED BY:	SSC
CHECKED BY:	SSC
PROJECT No.:	2017-126
HORZ. SCALE:	1"=100'
VERT. SCALE:	N.A.
CADD FILE:	7pbase

NO.	DATE	BY	REVISIONS
5	10/01/2024	DAD	REVISED PER UPDATED PLAT AND COUNTY COMMENTS
4	07/11/2024	CJR	Address 06-12-24 Staff Report
3	02/25/2019	JMS	Address 02-07-20 Staff Report
2	12/05/2019	JMS	Address 07-22-19 Staff Report
1	05/13/2019	JMS	Address 12-14-18 Staff Report

Printed Date:

SCALE VERIFICATION
0 1
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

POMA
Seven J's North Subdivision
Located in Martin County, Florida

PUD Revised Master/Final Site Plan

JOB No.: **2017-126**
SHEET **2** OF **7**

POMA
Seven J's North Subdivision
Located in Martin County, Florida

PUD Revised Master/Final Site Plan

JOB No. 2017-126
SHEET 3 OF 7

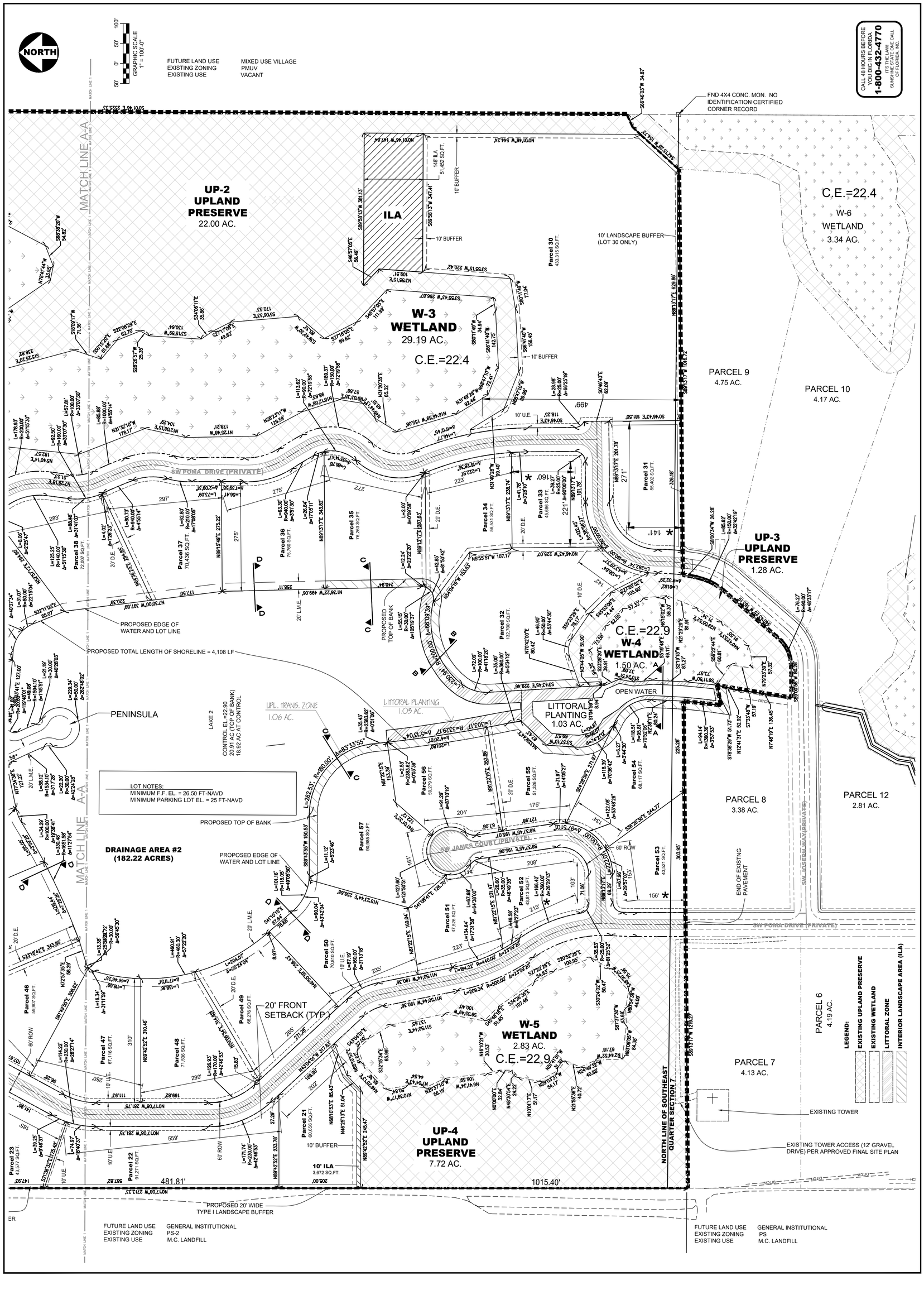
SCALE VERIFICATION
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY
0 1

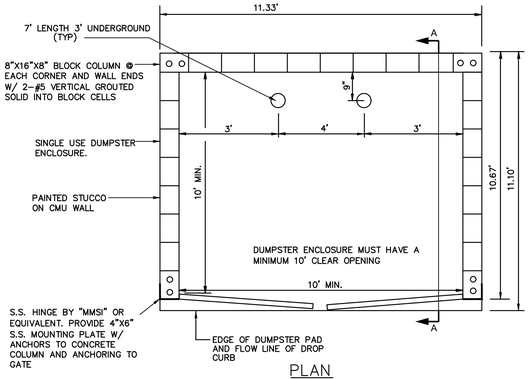
Printed Date:

NO.	DATE	BY	REVISIONS
5	10/01/2024	DAD	REVISED PER UPDATED PLAT AND COUNTY COMMENTS
4	07/11/2024	CJR	ADDRESS 06-13-24 SITAFF REPORT
3	02/25/2020	JMS	ADDRESS 02-07-20 SITAFF REPORT
2	12/05/2019	JMS	ADDRESS 07-22-19 SITAFF REPORT
1	05/13/2019	JMS	ADDRESS 12-14-18 SITAFF REPORT

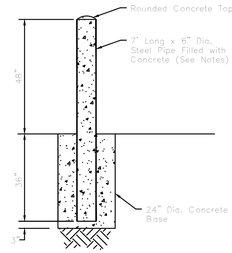
STEPHEN COOPER, P.E. & ASSOCIATES, INC.
- CONSULTING ENGINEER -
• CIVIL ENGINEERING • SITE PLANNING
• ENVIRONMENTAL PERMITTING
7450 SOUTH FEDERAL HIGHWAY
PORT ST. LUCIE, FLORIDA 34952
(772) 343-0183
FLORIDA CERTIFICATE OF AUTHORIZATION No. 0000 8656

DATE	03-21-18
DRAWN BY	JMS
DESIGNED BY	SSC
CHECKED BY	SSC
HORZ. SCALE	1"=100'
VERT. SCALE	N.A.
PROJECT No.	2017-126
CADD FILE	7pbase





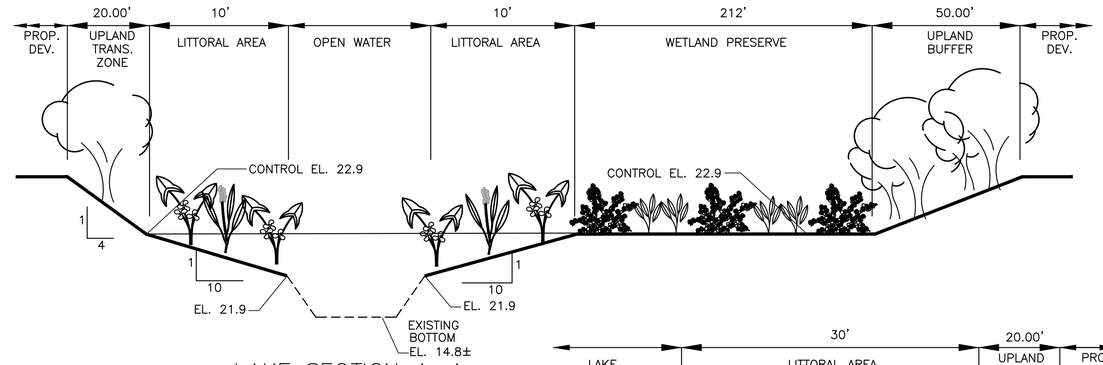
PLAN



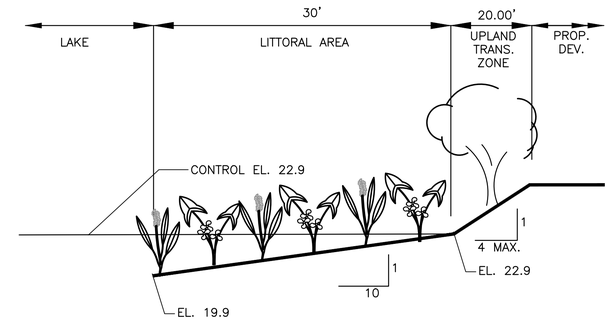
PROFILE

NOTES:

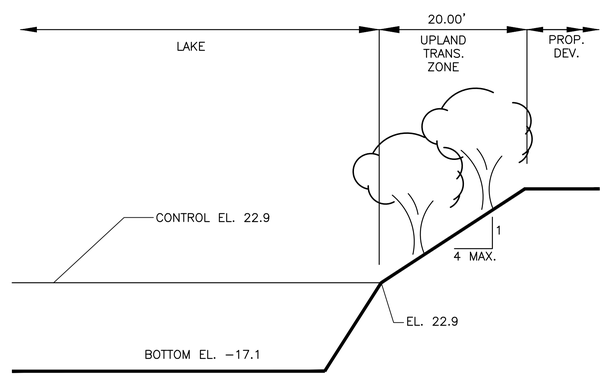
1. The minimum wall thickness of the pipe shall be 0.188".
2. All posts shall have 2 coats of primer and 2 coats of Yellow top coat, unless otherwise noted.
3. The primer coat shall meet the requirements of FDOT 971-5.
4. All concrete shall be FDOT class 1.



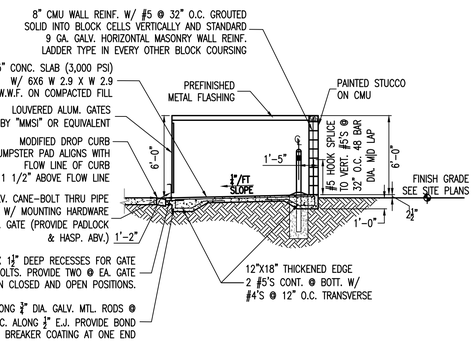
LAKE SECTION A-A



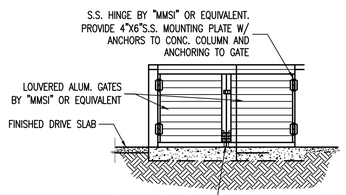
LAKE SECTION B-B – LITTORAL ZONE



LAKE SECTION C-C – UPLAND TRANSITION ZONE



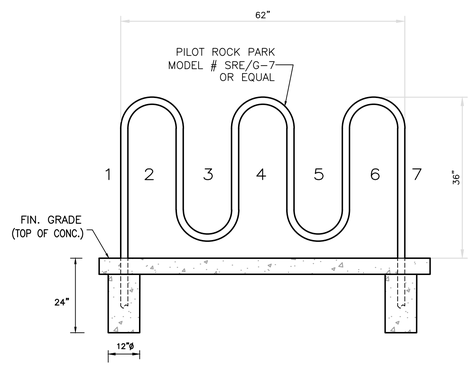
PROFILE VIEW (SECTION A-A)
N.T.S.



FRONT VIEW
N.T.S.

DUMPSTER ENCLOSURE

N. T. S.

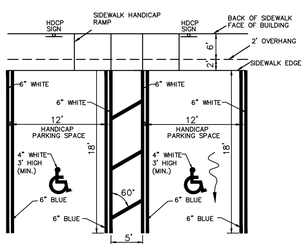


NOTES:

1. BIKE RACK SHALL BE EMBEDDED A INTO A 24" DEEP, 12" DIAMETER CONCRETE FOOTER

BIKE RACK DETAIL

SCALE : N.T.S.

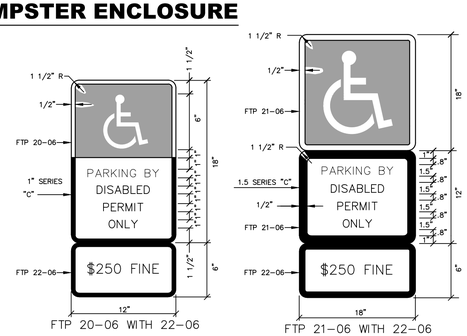


NOTES

1. GRADE TO DRAIN AS SHOWN MAXIMUM 2% PER ADA
2. BLUE PAVEMENT MARKINGS SHALL BE TINTED TO MATCH SHADE 15180 OF FEDERAL STANDARDS 595a.
3. THE FTP-22-06 SIGN PANEL SHALL BE MOUNTED BELOW THE FTP-21-06 SIGN

TYPICAL HANDICAP PARKING DETAIL

PER FDOT INDEX 17346 SHEET 15 N.T.S.



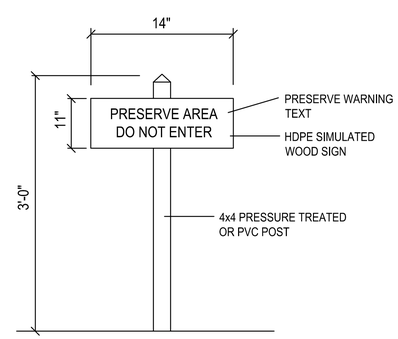
FTP 20-06 WITH 22-06 FTP 21-06 WITH 22-06

NOTES

1. TOP PORTION OF FTP 20-06 & 21-06 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. WHERE SPACE IS LIMITED FTP 20-06 MAY BE USED AND COMBINED WITH FTP 22-06 ON ONE PANEL.

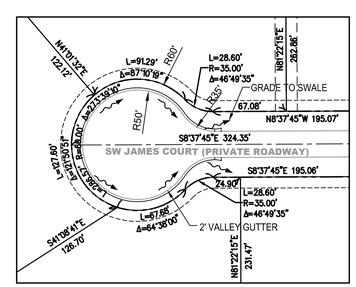
DISABLED PARKING SIGN

PER FDOT INDEX 17355 N.T.S.



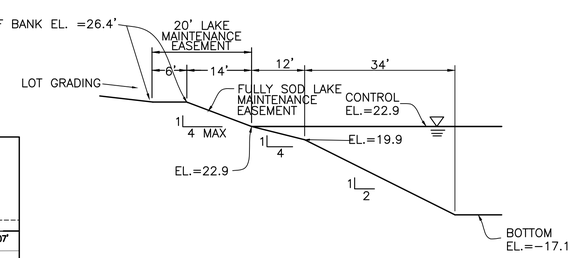
PRESERVE AREA SIGN TYPICAL DETAIL

SCALE : N.T.S.

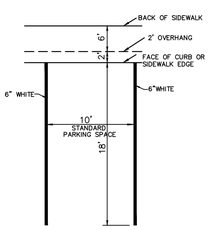


CUL-DE-SAC DETAIL

SCALE : N.T.S.

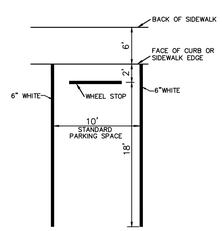


TYPICAL LAKE SECTION D-D
(Without Littoral Plantings)



STANDARD PARKING DETAIL WITH OVERHANG

N.T.S.



STANDARD PARKING DETAIL WITHOUT OVERHANG

N.T.S.

CALL 48 HOURS BEFORE YOU DIG IN FLORIDA
1-800-432-4770
IT'S THE LAW!
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

STEPHEN COOPER, P.E. & ASSOCIATES, INC.
- CONSULTING ENGINEER -
• CIVIL ENGINEERING • SITE PLANNING
• ENVIRONMENTAL PERMITTING
7450 SOUTH FEDERAL HIGHWAY
PORT ST. LUCIE, FLORIDA 34952
(772) 807-0780 FAX (772) 807-0781
FLORIDA CERTIFICATE OF AUTHORIZATION No. 00008656
SCPE

DATE: 10-25-17
DRAWN BY: JMS
DESIGNED BY: SSC
CHECKED BY: SSC
PROJECT No.: 2017-126
HORZ. SCALE: As Shown
VERT. SCALE: N.A.
CADD FILE: 7jbase

NO.	DATE	BY	REVISIONS
6	12/05/2024	DAD	REVISED LAKE NOTES AND SECTION PER COUNTY COMMENTS
5	10/01/2024	DAD	REVISED PER COUNTY COMMENTS
4	07/11/2024	CJR	ADDRESS 06-12-24 STAFF REPORT
3	02/25/2020	JMS	ADDRESS 02-07-20 STAFF REPORT
2	12/05/2019	JMS	ADDRESS 07-22-19 STAFF REPORT
1	05/13/2019	JMS	ADDRESS 12-14-18 STAFF REPORT

Printed Date:

SCALE VERIFICATION
0 1
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

POMA
Seven J's North Subdivision
Located in Martin County, Florida

DETAILS

JOB No.: **2017-126**
SHEET **4** OF **7**

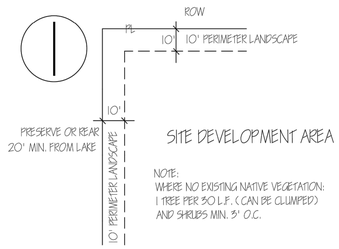
927

4.1.2020

Date	Revision
	10.14.2019
	10.22.2019
	11.18.2019
	11.25.2019
	3.10.2020
	3.28.2020

LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CONCEPTUAL LANDSCAPE PLAN. SCHEMATICS SHOWN ARE MINIMUM STANDARDS. ADDITIONAL PLANTINGS OR PRESERVATION OF EXISTING NATIVE VEGETATION IS ENCOURAGED. TO DEMONSTRATE COMPLIANCE, THE LANDSCAPE PLAN SUBMITTAL SHALL INCLUDE A SITE DATA TABLE THAT INCLUDES THE SAMPLE CRITERIA FOR REQUIREMENTS AND PROVIDED.

1



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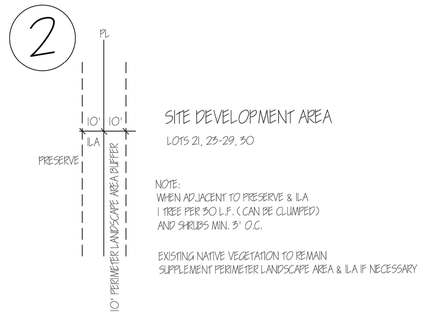

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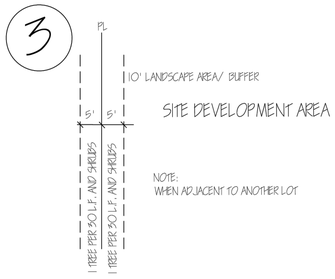

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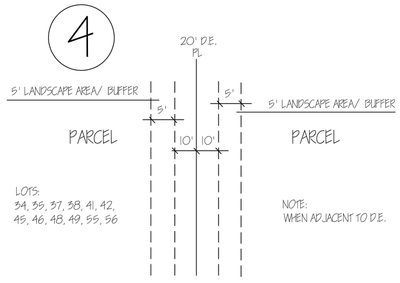
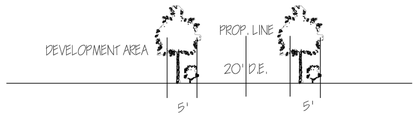




LANDSCAPE REQUIREMENTS CRITERIA

PARCEL #	TOTAL LOT AREA (SF)	TOTAL LOT AREA (AC)	MINIMUM TREES REQ'D 1 PER 2500 SQ.FT.	PERIMETER TREES REQUIRED (LENGTH)	MINIMUM TREES REQUIRED	MINIMUM SHRUBS REQUIRED	INTERIOR ILA (SF) REQUIRED	INTERIOR ILA (SF) PROVIDED
21	60,656	1.39	24	34	34	337	1,820	3672
22	91,271	2.10	37	52	52	518	2,738	N/A
23	43,577	1.00	17	28	28	275	1,307	782
24	43,590	1.00	17	28	28	281	1,308	2246
25	43,665	1.00	17	28	28	281	1,310	2162
26	43,633	1.00	17	28	28	278	1,309	3904
27	44,024	1.01	18	31	31	310	1,321	4233
28	47,955	1.10	19	34	34	344	1,439	5160
29	45,430	1.04	18	33	33	334	1,363	5724
30	433,315	9.95	173	107	173	1,066	13,001	51452
31	55,402	1.27	22	32	32	320	1,662	N/A
32	132,700	3.05	53	51	53	514	3,981	N/A
33	45,686	1.05	18	30	30	296	1,371	N/A
34	56,531	1.30	23	35	35	351	1,696	N/A
35	76,263	1.75	31	39	39	386	2,288	N/A
36	75,760	1.74	30	38	38	384	2,273	N/A
37	70,436	1.62	28	35	35	352	2,113	N/A
38	72,007	1.65	29	37	37	366	2,160	N/A
39	58,558	1.34	23	35	35	348	1,757	N/A
40	49,359	1.13	20	34	34	339	1,481	N/A
41	51,317	1.18	21	35	35	352	1,540	N/A
42	50,106	1.15	20	35	35	347	1,503	N/A
43	65,617	1.51	26	36	36	363	1,969	N/A
44	58,734	1.35	23	34	34	342	1,762	N/A
45	74,102	1.70	30	37	37	372	2,223	N/A
46	59,907	1.38	24	34	34	339	1,797	N/A
47	67,116	1.54	27	35	35	349	2,014	N/A
48	71,536	1.64	29	36	36	359	2,146	N/A
49	66,276	1.52	27	35	35	352	1,988	N/A
50	70,810	1.63	28	36	36	358	2,125	N/A
51	47,526	1.09	19	29	29	290	1,426	N/A
52	43,813	1.01	18	28	28	281	1,315	N/A
53	43,521	1.00	17	29	29	294	1,306	N/A
54	68,117	1.56	27	36	36	356	2,044	N/A
55	51,326	1.18	21	35	35	352	1,540	N/A
56	59,279	1.36	24	33	33	327	1,779	N/A
57	90,985	2.09	36	42	42	416	2,730	N/A
	2,629,904	**60.37**	**1,052**	**1,353**	**1,421**	**13,529**	**78,905**	**79,335**

William A. Flint, III
Landscape Architect
Stuart, FL
772.220.0424
FL Reg. #941
waflint3@gmail.com

POMA INDUSTRIAL PARK
S.W. POMA DRIVE
MARTIN COUNTY, FL

LANDSCAPE DATA

DATE: 10.12.2019
DRAWN: WAF
CHECKED:
SCALE: VARIES
PROJECT NO. 19-084

ELECTRONIC SEAL APPLIED BY AUTHOR 4.1.2020

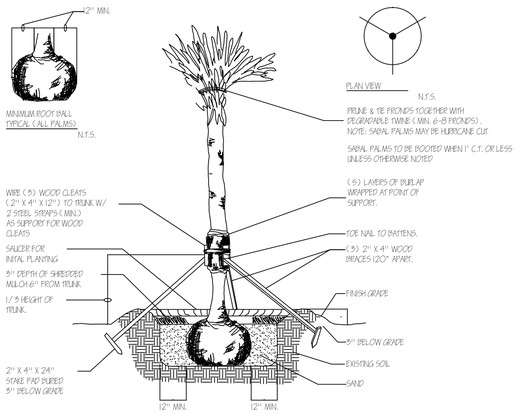
WILLIAM A. FLINT
STATE OF FLORIDA
941
REGISTERED LANDSCAPE ARCHITECT

SEAL

OFF. 30
VAT 200

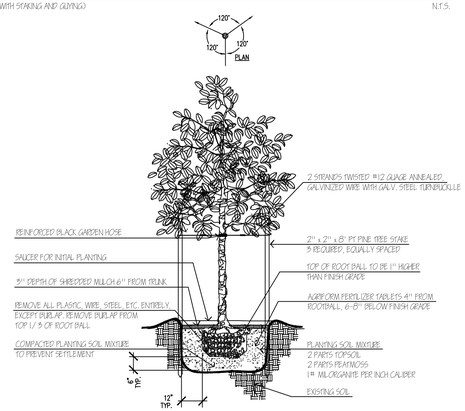
SHEET 5 OF 7

Date	Revision
3.10.2020	10.14.2019
3.28.2020	10.22.2019
4.1.2020	10.23.2019
	11.18.2019
	3.22.2019
	3.22.2019 (PM)
	3.27.2019
	3.27.2019 (PM)
	8.14.2019
	10.12.2019

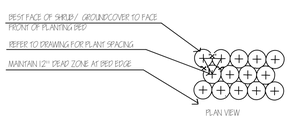


PALM PLANTING DETAIL

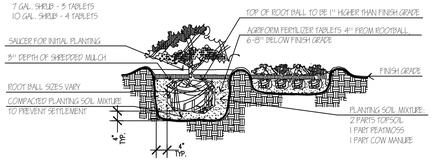
(WITH STAKING AND GUYING) N.T.S.



TREE PLANTING DETAIL N.T.S.



ADD PLANTING TABLETS AS FOLLOWS
1 GAL. SHRUB - 1 TABLET
3 GAL. SHRUB - 2 TABLETS
7 GAL. SHRUB - 5 TABLETS
10 GAL. SHRUB - 4 TABLETS



SHRUB / GROUNDCOVER PLANTING DETAIL N.T.S.

SITE DATA / CALCULATIONS

TOTAL SITE AREA: 1 ACRE (43,560 S.F.)
REQUIRED LANDSCAPE AREA: (20% OF ACTUAL LOT ACREAGE)
43,560 S.F. x 20% = 8712 S.F.
PROVIDED: 8712 S.F.

MINIMUM REQUIRED TREE CREDITS PER SITE AREA:
43,560 S.F./ 2500 = 17 TREE CREDITS
PROVIDED: 24 CREDITS

PERIMETER VEHICULAR USE AREA LANDSCAPE REQUIREMENTS
REQUIRED: NORTH, EAST, SOUTH, & WEST DATA
TREES: 1-TREE PER 30 L.F. FOR LENGTH OF VUA = 18 TREES
SHRUBS: 1- SHRUB 3' O.C.FOR LENGTH OF VUA = 170 SHRUBS
PROVIDED: THIS PROVISION IS NOT INTENDED TO REQUIRE TREES TO BE EQUALLY SPACED 30 FEET APART. CREATIVE DESIGN & SPACING IS ENCOURAGED.

INTERIOR LANDSCAPE AREA (ILA) REQUIRED:
10% OF MAXIMUM PAVEMENT AREA
INTERIOR LANDSCAPE AREA (ILA) PROVIDED OUTSIDE OF PARCEL IN AREAS AS SHOWN ON SITE PLAN

DUMPSTER
REQUIRED 6' MASONRY WALL OR FENCE WITH CONTINUOUS HEDGE 2-1/ 2' O.C. SPACING

NATIVE VEGETATION
100% OF ALL LANDSCAPING TO BE NATIVE
ALL PROVIDED

PLANT SPECIES DIVERSITY
MINIMUM 2 TYPES OF TREES
MINIMUM 3 TYPES OF SHRUBS
ALL PROVIDED

NOTE: STORMWATER MANAGEMENT SYSTEMS

PLANTINGS WITHIN DRY RETENTION AND DETENTION STORMWATER AREAS ABUTTING PRESERVE AREAS SHALL BE RESTRICTED TO NATIVE TREES, NATIVE SHRUBS, AND NATIVE GROUNDCOVERS. WET RETENTION AND DETENTION STORMWATER AREAS ABUTTING PRESERVE AREAS SHALL BE DESIGNED & PLANTED AS LITTORAL AND UPLAND TRANSITION ZONE AREAS (PRESERVE AREA INTERFACE) AND CONNECTED TO PRESERVE AREAS PURSUANT TO ARTICLE 4, DIVISION 8, LDR, MCC.

ALL LANDSCAPE MATERIAL TO BE F.L.A. #1 OR BETTER AND MUST BE SELECTED FROM PLANT MATERIAL SCHEDULE.

MELALEUCA OR EUCALYPTUS MULCH (NO CYPRESS) AS REQUIRED TO 3" THICKNESS MINIMUM IN ALL PLANT BEDS
ALL PROHIBITED SPECIES SHALL BE REMOVED FROM SITE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

ALL PLANTINGS CONFORM TO FPL LANDSCAPE CRITERIA
100% OF PROPOSED LANDSCAPE MATERIALS ARE NATIVE VEGETATION

IRRIGATION

IRRIGATION SYSTEMS ARE PROHIBITED.
ALL NEW LANDSCAPING TO BE WATERED BY TRUCK UNTIL ESTABLISHED

MAINTENANCE OF REQUIRED LANDSCAPING

REQUIRED LANDSCAPING SHALL BE MAINTAINED SO AS TO AT ALL TIMES PRESENT A HEALTHY, NEAT AND ORDERLY APPEARANCE, FREE OF REFUSE AND DEBRIS. IF VEGETATION WHICH IS REQUIRED TO BE PLANTED DIES IT SHALL BE REPLACED BY THE EQUIVALENT VEGETATION. ALL TREES FOR WHICH CREDIT WAS AWARDED AND WHICH SUBSEQUENTLY DIE SHALL BE REPLACED BY THE REQUISIT NUMBER OF LIVING TREES ACCORDING TO THE STANDARDS ESTABLISHED IN THE MARTIN COUNTY LANDSCAPE CODE.

ALL LANDSCAPING SHALL BE MAINTAINED FREE FROM DISEASE, PESTS, WEEDS AND LITTER. MAINTENANCE SHALL INCLUDE WEEDING, WATERING, FERTILIZING, PRUNING, MOWING, EDGING, MULCHING OR OTHER MAINTENANCE, AS NEEDED AND IN ACCORDANCE WITH ACCEPTABLE HORTICULTURAL PRACTICES. PERPETUAL MAINTENANCE SHALL BE PROVIDED TO PROHIBIT THE REESTABLISHMENT OF HARMFUL EXOTIC SPECIES WITHIN LANDSCAPING AND PRESERVATION AREAS.

REGULAR LANDSCAPE MAINTENANCE SHALL BE PROVIDED FOR REPAIR OR REPLACEMENT, WHERE NECESSARY, OF ANY SCREENING OR BUFFERING REQUIRED AS SHOWN ON THIS PLAN. REGULAR LANDSCAPE MAINTENANCE SHALL BE PROVIDED FOR THE REPAIR OR REPLACEMENT OF REQUIRED WALLS, FENCES OR STRUCTURES TO A STRUCTURALLY SOUND CONDITION AS SHOWN ON THIS PLAN.

NOTE: THE PROPERTY OWNER IS RESPONSIBLE FOR REPLACING ANY REQUIRED LANDSCAPING IN EASEMENT AREAS THAT MAY BE DISTURBED BY FUTURE MAINTENANCE.

PROTECTION OF REQUIRED LANDSCAPING

ENCROACHMENT INTO REQUIRED BUFFERYARDS AND LANDSCAPED AREAS BY VEHICLES, BOATS, MOBILE HOMES OR TRAILERS SHALL NOT BE PERMITTED, AND REQUIRED LANDSCAPED AREAS SHALL NOT BE USED FOR THE STORAGE OR SALE OF MATERIALS OR PRODUCTS OR THE PARKING OF VEHICLES AND EQUIPMENT.

LANDSCAPE NOTES

ALL SHRUBS TO BE PLANTED 2-1/ 2 TO 3' MAX. ON CENTER AND NO CLOSER THAN 2' TO EDGE OF PAVEMENT OR END OF OVERHANG AREA

LANDSCAPING SHALL BE PERMITTED IN EASEMENTS ONLY WITH THE WRITTEN PERMISSION OF THE EASEMENT HOLDER. WRITTEN PERMISSION SHALL SPECIFY THE PARTY RESPONSIBLE FOR REPLACING DISTURBED LANDSCAPE AREAS AND SHALL BE SUBMITTED TO THE COUNTY IN A FORM ACCEPTABLE TO THE COUNTY ATTORNEY. WRITTEN PERMISSION TO PLANT WITHIN EASEMENTS SHALL BE FILED WITH THE LAND RECORDS APPLICABLE TO THE SITE.

NOTE:
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PLANT & MATERIAL SCHEDULE

KEY	NATIVE	DROUGHT TOL.	QUAN.	BOTANICAL NAME	COMMON NAME	SIZE (HT. x SPR.)	CONTAINER
CANOPY TREES							
AR	Y	MOD.	-	ACER RUBRUM	MAPLE	10 - 12' x 4', 2" CAL	B & B
IC	Y	MOD.	-	ILEX CASSINE	DAHOON HOLLY	10 - 12' x 4', 2" CAL	B & B
QL	Y	VERY	-	QUERCUS LAURIFOLIA	LAUREL OAK	10 - 12' x 4', 2" CAL	B & B
QV	Y	VERY	-	QUERCUS VIRGINIANA	LIVE OAK	10 - 12' x 4', 2" CAL	B & B
MAG	Y	MOD.	-	MAGNOLIA GRANDIFLORA	MAGNOLIA	10 - 12', x 4', 2" CAL.	B & B
SM	Y	VERY	-	SWIETENIA MAHOGANI	MAHOGANY	10 - 12' x 4', 2" CAL	B & B
TD	Y	MOD.	-	TAXODIUM DISTICUM	BALD CYPRESS	10 - 12' x 4', 2" CAL	B & B
PE	Y	MOD.	-	PINUS ELLIOTI	SLASH PINE	10 - 12' x 4', 2" CAL	B & B
PALMS							
			-				
SP	Y	VERY	-	SABAL PALMETTO	SABAL PALM	1/3 - 18', 21', 23' O.A.	B & B
SHRUBS							
CE	Y	MOD.	-	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	24" x 18"	#3
CI	Y	MOD.	-	CHRYSOBALANUS ICACO	COCOPLUM	24" x 18"	#3
EF	Y	MOD.	-	EUGENIA FOETIDA	SPANISH STOPPER	24" x 18"	#3
FS	Y	MOD.	-	FORESTERIA SEGREGATA	FLORIDA PRIVET	24" x 18"	#3
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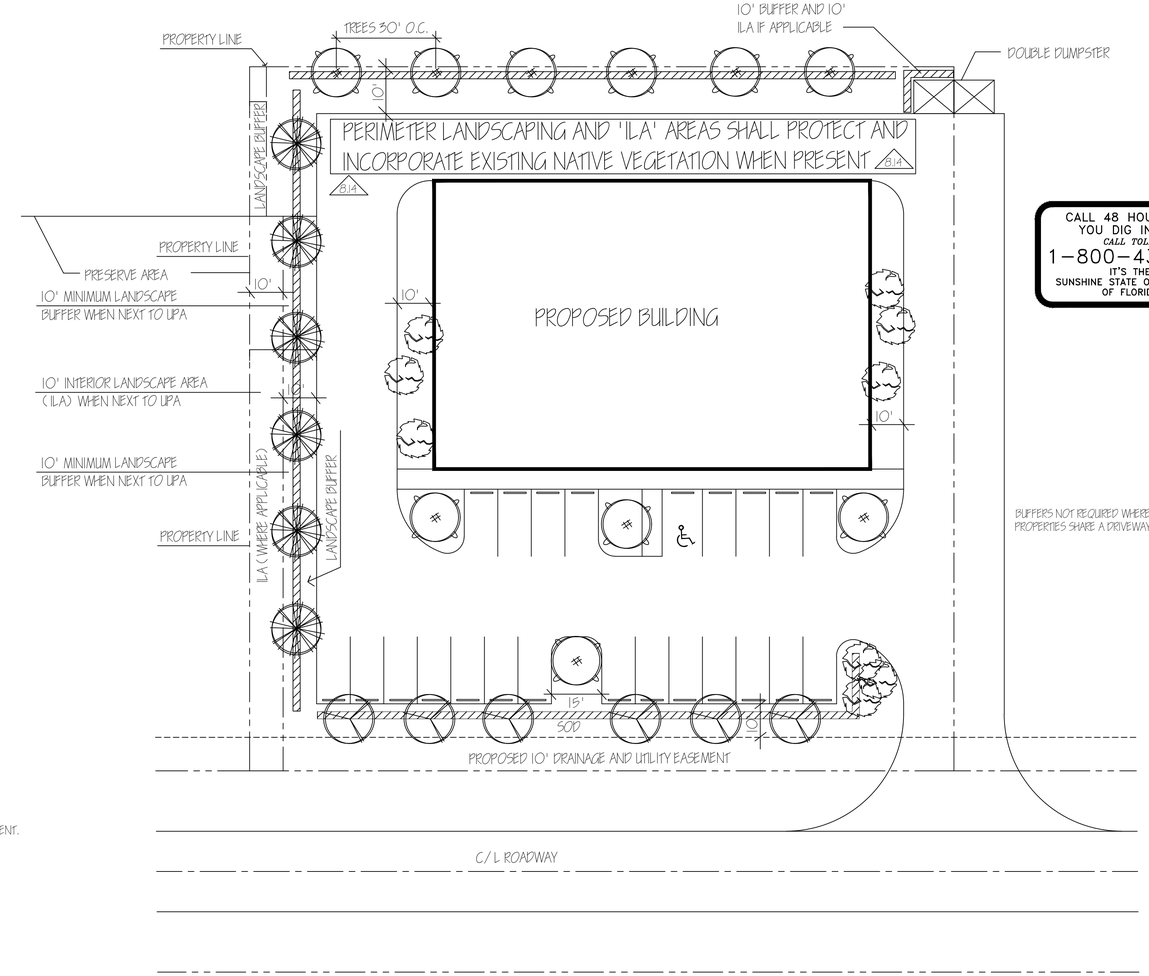

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SUNSHINE STATE ONE CALL CENTER OF FLORIDA, INC.

SAMPLE SHEET FORMAT FOR PERMIT SUBMITTAL

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

William A. Flint, III
Landscape Architect
Stuart, FL
772.220.0424
FL Reg. #941
waflint5@gmail.com

POMA INDUSTRIAL PARK
S.W. POMA DRIVE
MARTIN COUNTY, FL

LANDSCAPE PLAN FOR PERMIT READY

DATE: 03.04.2019
DRAWN: WAF
CHECKED:
SCALE: VARIES
PROJECT NO. 19-007

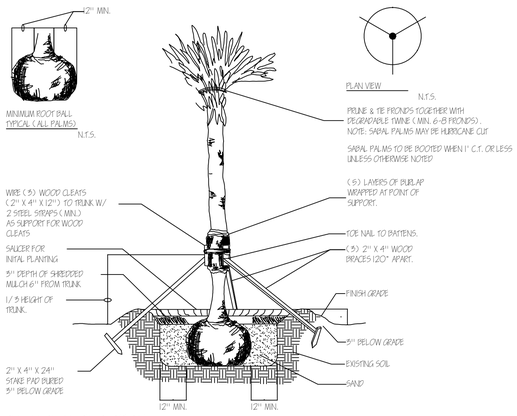
ELECTRONIC SEAL AFFIXED BY AUTHOR 4.1.2020

WILLIAM A. FLINT III
STATE OF FLORIDA
#941
LICENSED LANDSCAPE ARCHITECT
SEAL

OFF 30
HAT 200

SHEET 6 OF 7

Date	Revision
3.10.2020	
3.28.2020	
4.1.2020	
	9.16.2019
	10.12.2019
	10.14.2019
	10.22.2019
	10.23.2019
	11.18.2019



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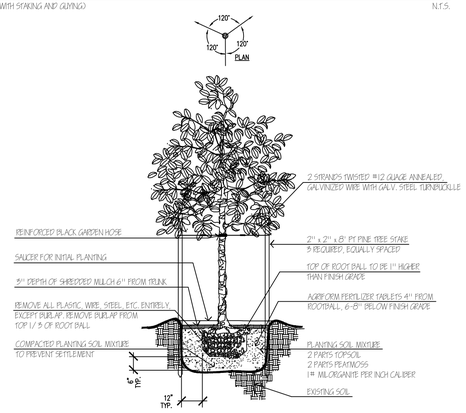

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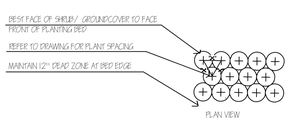

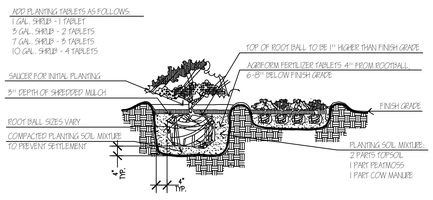

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SUNSHINE STATE ONE CALL CENTER OF FLORIDA, INC.

PLANT & MATERIAL SCHEDULE

KEY	NATIVE	DROUGHT TOL.	QUAN.	BOTANICAL NAME	COMMON NAME	SIZE (HT. x SPR.)	CONTAINER
CANOPY TREES							
AR	Y	MOD.	-	ACER RUBRUM	MAPLE	10 - 12' x 4', 2" CAL	B & B
IC	Y	MOD.	-	ILEX CASSINE	DAHOON HOLLY	10 - 12' x 4', 2" CAL	B & B
QL	Y	VERY	-	QUERCUS LAURIFOLIA	LAUREL OAK	10 - 12' x 4', 2" CAL	B & B
QV	Y	VERY	-	QUERCUS VIRGINIANA	LIVE OAK	10 - 12' x 4', 2" CAL	B & B
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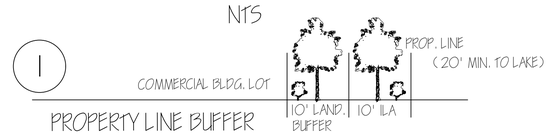
SM	Y	VERY	-	SWIETENIA MAHOGANI	MAHOGANY	10 - 12' x 4', 2" CAL	B & B
TD	Y	MOD.	-	TAXODIUM DISTICUM	BALD CYPRESS	10 - 12' x 4', 2" CAL	B & B
PE	Y	MOD.	-	PINUS ELLIOTI	SLASH PINE	10 - 12' x 4', 2" CAL	B & B
PALMS							
			-				
SP	Y	VERY	-	SABAL PALMETTO	SABAL PALM	1/3 - 18', 21', 23' O.A.	B & B
SHRUBS							
CE	Y	MOD.	-	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	24" x 18"	#3
CI	Y	MOD.	-	CHRYSOBALANUS ICACO	COCOPLUM	24" x 18"	#3
EF	Y	MOD.	-	EUGENIA FOETIDA	SPANISH STOPPER	24" x 18"	#3
FS	Y	MOD.	-	FORESTERIA SEGREGATA	FLORIDA PRIVET	24" x 18"	#3
MF	Y	MOD.	-	MYRCIANTHUS FRAGANS	SIMPSON STOPPER	24" x 18"	#3

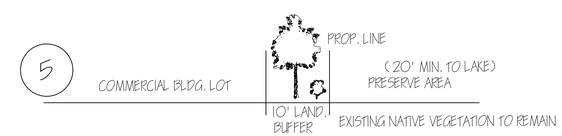
CROSS SECTIONS

NTS



PROPERTY LINE BUFFER

1 TREE PER 300 S.F.
10 SHRUBS PER 300 S.F.



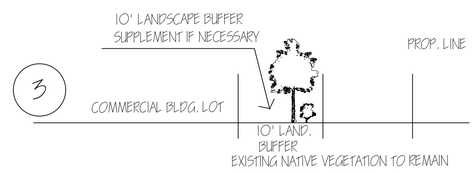
PERIMETER BUFFER WITH ADJACENT UPLAND PRESERVE & NO ILA
LOT 30 & 32

RIGHT OF WAY BUFFER

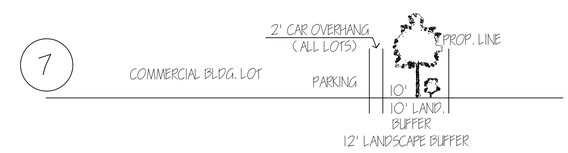
1 TREE PER 300 S.F.
10 SHRUBS PER 300 S.F.

1 TREE PER 300 S.F.

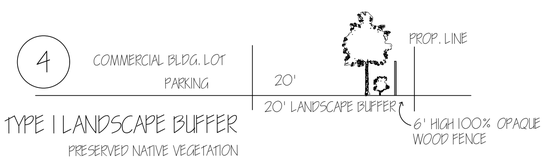
PERIMETER BUFFER WITHOUT ADJACENT UPLAND PRESERVE
ADJACENT TO ANOTHER PARCEL LAKE UPLAND BUFFER LOTS 32, 34, 35, 54-57



PERIMETER BUFFER WITH ADJACENT UPLAND PRESERVE AND ILA



PARKING ADJACENT TO OPEN SPACE WITH OVERHANG



TYPE I LANDSCAPE BUFFER
PRESERVED NATIVE VEGETATION

PARKING ADJACENT TO OPEN SPACE WITHOUT OVERHANG

NOTE:
PERIMETER BUFFER NOT REQUIRED WITH SHARED ENTRANCE DRIVE BETWEEN LOTS.
FOUNDATION PLANTING NOT REQUIRED.

ALL PARKING SLOTS REQUIRED TO HAVE WHEEL STOPS.

ALL SECTIONS ABOVE ARE MINIMUM REQUIREMENTS.

William A. Flint, III
Landscape Architect
Stuart, FL
772.220.0424
FL Reg. #941
waflint5@gmail.com

CROSS SECTIONS

POMA INDUSTRIAL PARK
S.W. POMA DRIVE
MARTIN COUNTY, FL

DATE: 9.15.2019
DRAWN: WAF
CHECKED:
SCALE: VARIES
PROJECT NO. 19-080

ELECTRONIC SEAL AFFIXED BY AUTHOR 4.1.2020

WILLIAM A. FLINT III
STATE OF FLORIDA
#941
REGISTERED LANDSCAPE ARCHITECT
SEAL

OFF 30
HAT 200

SHEET 7 OF 7

Martin County, Florida
Growth Management Department
DEVELOPMENT REVIEW DIVISION
2401 SE Monterey Road, Stuart, FL 34996 772-288-5495 www.martin.fl.us

DEVELOPMENT REVIEW APPLICATION

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A. GENERAL INFORMATION

Type of Application: Revised PUD Zoning & Master Site Plan

Name or Title of Proposed Project: Seven J's North Subdivision lake Depth Modification

Brief Project Description:
Increasing lake's maximum depth from 20ft to 40ft

Was a Pre-Application Held? ☑ **YES/NO** ☐ **Pre-Application Meeting Date:** 3/15/2024

Is there Previous Project Information? ☑ **YES/NO** ☐

Previous Project Number if applicable: P102-065

Previous Project Name if applicable: Seven J's North Industrial Park Master/Final Sote Plan

Parcel Control Number(s)
07-38-40-001-002-00000-0

B. PROPERTY OWNER INFORMATION

Owner (Name or Company): Palm City Holdings, LLC

Company Representative: Frank Poma

Address: 2049 SW POMA DRIVE

City: PALM CITY, State: FL Zip: 34990

Phone: (772) 240-2040 Email: frank@pomametals.com

C. PROJECT PROFESSIONALS

Applicant (Name or Company): Same as owner
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Agent (Name or Company): Stephen Cooper, PE & Associates, Inc
Company Representative: Stephen Cooper
Address: 7450 S Federal Highway
City: Port St. Lucie, State: FL Zip: 34952
Phone: (772) 336-2933 Email: scooper@scpeinc.com

Contract Purchaser (Name or Company): N/A
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Land Planner (Name or Company): N/A
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Landscape Architect (Name or Company): N/A
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Surveyor (Name or Company): Haley Ward, Inc.
Company Representative: Betsy Lindsay, PLS
Address: 208 N US 1, Unit 8
City: Tequesta, State: FL Zip: 33469
Phone: 561-575-5275 Email: blindsay@haleyward.com

Civil Engineer (Name or Company): Same as Agent
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

PROJECT PROFESSIONALS CONTINUED

Traffic Engineer (Name or Company): N/A
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Architect (Name or Company): N/A
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Attorney (Name or Company): N/A
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Environmental Planner (Name or Company): N/A
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Other Professional (Name or Company): Universal Engineering Sciences (UES)
Company Representative: Robert P. Crowell, P.G.
Address: 607 NW Commodity Cove
City: Port St. Lucie, State: FL Zip: 34986
Phone: 772-924-3575 Email: RCrowell@teamues.com

D. Completeness Sufficiency Review

Applications submitted for completeness/sufficiency review meetings held on Mondays, must be received by the Growth Management Department no later than 4 p.m. the previous Thursday or in the event of a holiday, 4 p.m. Wednesday. Applications received on Fridays will be scheduled for the following week.

E. 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 check if the applicant waives the limitations.

F. APPLICANT or AGENT CERTIFICATION

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

Applicant Signature

4-2-24
Date

Frank Poma, Managing Member
Printed Name

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was ☑ sworn to, ☐ affirmed, or ☐ acknowledged before me by means of ☐ physical presence or ☐ online notarization this 2nd **day of** April**, 20**24**, by** Frank Poma**, who is ☑ personally known to me, or ☐ produced the following type of identification** _____.

NOTARY PUBLIC SEAL

KATHY WHITEHEAD
MY COMMISSION # HH 378113
EXPIRES: March 23, 2027

Notary Public, State of Florida

Kathy Whitehead
(Printed, Typed or Stamped Name of Notary Public)

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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Digital Submittal Affidavit

I, Stephen Cooper, attest that the electronic version included for the project Seven J's North Subdivision Lake Depth Modification is an exact copy of the documents that were submitted for sufficiency, excluding any requested modifications made by the sufficiency review team. All requested modifications, if any, have been completed and are included ~~with the~~ packet.

Applicant Signature

4/1/2024
Date

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was ☑ sworn to, ☐ affirmed, or ☑ acknowledged before me by means of ☑ physical presence or ☐ online notarization this 1 **day of** April, 2024, **by** Stephen Cooper, **who is ☐ personally known to me, or ☑ produced the following type of identification** FL Driver License.

NOTARY PUBLIC SEAL

JADA HARRIS
State of Florida
Commission: HH 89947
Expires: 02/08/2025

Notary Public, State of Florida

Jadal H

(Printed, Typed or Stamped Name of Notary Public)

Martin County Florida Growth Management Department
2401 SE Monterey Road, Stuart, FL 34996
772-288-5495 www.martin.fl.us

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PERMISSION TO DUPLICATE COPYRIGHT MATERIALS

I, Stephen Cooper, SCPE, am the copyright owner of the following materials: Revised Lake Cross Section ("Copyright Materials"). Martin County is hereby granted permission to duplicate the Copyright Materials when required by Florida Statutes Chapter 119, Florida's Public Records Laws.

I warrant that I have the authority to grant the permission requested by Martin County.

Printed Name: Stephen Cooper, President

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was ☑ sworn to, ☐ affirmed, or ☑ acknowledged before me by means of ☑ physical presence or ☐ online notarization this 1 day of April, 2024 by Stephen Cooper, who is ☐ personally known to me, or ☐ produced the following type of identification FL Driver License.

NOTARY PUBLIC SEAL

JADA HARRIS
State of Florida
Commission: HH 89947
Expires: 02/08/2025

Notary Public, State of Florida

Jada H

(Printed, Typed or Stamped Name of Notary Public)

Martin County Florida Growth Management Department
2401 SE Monterey Road, Stuart, FL 34996
772-288-5495 www.martin.fl.us

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PERMISSION TO DUPLICATE COPYRIGHT MATERIALS

I, Thomas Montano, am the copyright owner of the following materials: Groundwater Report and addendum ("Copyright Materials"). Martin County is hereby granted permission to duplicate the Copyright Materials when required by Florida Statutes Chapter 119, Florida's Public Records Laws.

I warrant that I have the authority to grant the permission requested by Martin County.

Printed Name: Thomas Montano

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was ☒ sworn to, ☐ affirmed, or ☐ acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2 day of April, 2024 by Thomas Montano, who is ☐ personally known to me, or ☐ produced the following type of identification _____.

Chara Pll

NOTARY PUBLIC SEAL

CHARA CHYENNE PARROTT
Notary Public - State of Florida
Commission # HH 422015
My Comm. Expires Jul 16, 2027
Bonded through National Notary Assn.

Notary Public, State of Florida

Chara Parrott

(Printed, Typed or Stamped Name of Notary Public)

Martin County Florida Growth Management Department
2401 SE Monterey Road, Stuart, FL 34996
772-288-5495 www.martin.fl.us

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PERMISSION TO DUPLICATE COPYRIGHT MATERIALS

I, Frank Poma, am the copyright owner of the following materials: Groundwater Report and addendum ("Copyright Materials"). Martin County is hereby granted permission to duplicate the Copyright Materials when required by Florida Statutes Chapter 119, Florida's Public Records Laws.

I warrant that I have the authority to grant the permission requested by Martin County.

Printed Name: FRANK POMA

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was ☐ sworn to, ☐ affirmed, or ☐ acknowledged before me by means of ☑ physical presence or ☐ online notarization this 2nd day of April, 2024, by Frank Poma, who is ☑ personally known to me, or ☐ produced the following type of identification N/A.

NOTARY PUBLIC SEAL

KATHY WHITEHEAD
MY COMMISSION # HH 378113
EXPIRES: March 23, 2027

Notary Public, State of Florida

Kathy Whitehead
(Printed, Typed or Stamped Name of Notary Public)

SCPE
STEPHEN COOPER, P.E.
& ASSOCIATES, INC.
~CONSULTING ENGINEER~
● CIVIL ENGINEERING ● SITE PLANNING ● ENVIRONMENTAL PERMITTING
7450 S. Federal Highway● Port St. Lucie, FL 34952
Phone: 772-336-2933 ● Fax: 844-649-1426
FLORIDA CERTIFICATE OF AUTHORIZATION No. 00008856
scooper@scpeinc.com

Project Narrative

The purpose of this request for Revised PUD Zoning & Master Site Plan to the Master/Final Site Plan for Seven J's North (P102-065/Record No. DEV2018070014), is to modify the lake depth from 20' to 40' deep. In support of our request, we are providing a revised Site Plan (Only Sheet 4 was amended) and updated Construction Plans (Only Sheets 5 and 30 were amended). These plans were updated to show the revised lake section from the previously approved 20' depth, to the now proposed 40' depth. In support of the required, we are also providing FDEP concurrent (Approved and Revised ERP), as well as Groundwater Quality geotechnical aquifer analysis completed by Universal Engineering Sciences, Inc.

When originally approved, Martin County code limited the lake depth to 20' max. The county has since changed the code to allow up to 40' depth.

LIMITED POWER OF ATTORNEY

KNOWN BY ALL MEN BY THESE PRESENTS:

WHEREAS, Frank Poma, MANAGING MEMBER of Palm City Holdings, LLC a Florida limited liability company, (the "Owners"), intend to site plan certain real property (the "Property") lying and being in Martin County, Florida more particularly described as follows:

TRACT A, UP-1, UP-2, UP-3, UP-4, W-1, W-1, W-3, W-4, W-5, AND LAKE 2 OF THE PLAT OF SEVEN J'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 97 PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. CONTAINING 7,280542 SQUARE FEET OR 167.14 ACRES MORE OR LESS.

SAID PARCEL BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS.

WHEREAS, the site planning of the Property shall require execution of certain application and development approval processing documents; and

WHEREAS, the Owners wish to appoint the individuals hereinafter named as their Attorney-in-Fact, for purposes hereinafter set forth.

NOW, THEREFORE, the Owners hereby appoint Stephen Cooper, P.E. and Associates, Inc (the "Attorney") as their Attorneys-In-Fact, to act, manage, conduct, do and perform any and all acts and deeds of whatsoever nature which shall or may be, in the reasonable judgement of the Attorney, proper and expedient in connection with the platting of the Property. This power of attorney shall extend to and include, but not be limited to, the execution by the Attorney of all documents necessary to accomplish the platting of the Property, and any and all other acts necessary for the platting of the Property.

The Attorney shall have full power to accomplish the purposes of this Power of Attorney as fully and effectually in all respects as the Owners 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 Owners subsequent to making of this instrument shall be considered or treated as revocation of the actions taken by the Attorney pursuant hereto. The exercise by the Attorney at any time, or from time to time, of any of the rights or powers hereunder shall not exhaust the capacity and power of the Attorney thereafter from to time to time 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 Owners hereby ratify and confirm and agree 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: Stephen Cooper, P.E. and Associates, Inc, 7450 S Federal Hwy, Port St. Lucie, FL 34952.
This Limited Power of Attorney shall terminate upon approval of the administrative amendment in the Public Records of Martin County, Florida unless otherwise specified in writing.

IN WITNESS WHEREOF, the Owners have hereunto set their hands and seal this 2nd day of April, 2024

Frank Poma, Managing Member
Palm City Holdings, LLC
2049 SW POMA DRIVE
PALM CITY, FL 34990

State of Florida

County of Martin

This foregoing instrument was acknowledged before me this 2nd day of April of 2024 by Frank Poma who is proving identity, or is personally known to me.

Kathy Whitehead
Notary Public, State of Florida

KATHY WHITEHEAD
MY COMMISSION # HH 378113
EXPIRES: March 23, 2027

My Commission Expires : March 23, 2027 (seal)

This Instrument Prepared by and Return to:
Drennen L. Whitmire, Jr., Esq.
Haile, Shaw & Pfaffenberger, P.A.
249 Royal Palm Way, Suite 501
Palm Beach, Florida 33480
PCN #7-38-40-000-000-14000.20000
7-38-40-000-000-00010.90000

[Parcel B]

INSTR # 1768623
OR BK 01923 PG 1110
RECORDED 07/23/2004 10:47:55 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
DEED DOC TAX 3,850.00
RECORDED BY T Copus (asst mgr)

Copy Copy Copy

WARRANTY DEED

THIS WARRANTY DEED made as of the 22 day of July, 2004 by PETER HENRY GRIEN (a/k/a Peter Grien), SUSETTE GRIEN (a/k/a Susie Grien), and ANNE GRIEN (a/k/a Ann Grien) (hereinafter collectively called "Grantor") to PALM CITY HOLDINGS, LLC, a Florida limited liability company, whose mailing address is 2642 S.E. Willoughby Boulevard, Stuart, FL 34994 (hereinafter called "Grantee").

(Where used herein the terms "Grantor" and Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of entities)

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100s Dollars ($10.00)) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate and being in Martin County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property").

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

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

AND said Grantor warrants and confirms that the Property does not constitute the homestead of Grantor or any of them, and that they do not reside on land adjacent or contiguous to the Property.

AND said Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims and demands of all persons whomsoever.

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

Signed, Sealed and Delivered
in the Presence of:

Printed Name: E. SUNDHEIM Jr

PETER HENRY GRIEN

Printed Name: Bryan A Poston, D.
(as to Peter Henry Grien)

Printed Name: E. SUNDHEIM Jr

SUSETTE GRIEN

Printed Name: Bryan A Poston, D.
(as to Susette Grien)

Printed Name: FRED SUNDHEIM Jr

ANNE GRIEN

Printed Name: Bryan A Poston, D.
(as to Anne Grien)

Copy Copy Copy

STATE OF FLORIDA)
)ss.
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this 22 day of July, 2004, by PETER HENRY GRIEN. Such person is personally known to me or who has produced a Florida driver's license as identification and did not take an oath.

NOTARY PUBLIC

Printed Name of Notary: _____
Commission No.: _____
Commission Expiration: _____

(NOTARIAL SEAL)

FREDERICK G. SUNDHEIM, JR.
MY COMMISSION # DD 010401
EXPIRES: July 19, 2005
Bonded Thru Notary Public Underwriters

Copy Copy Copy

STATE OF FLORIDA)
)ss.
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this 22 day of July, 2004, by SUSETTE GRIEN. Such person is personally known to me or who has produced a Florida driver's license as identification and did not take an oath.

NOTARY PUBLIC

Printed Name of Notary: _____
Commission No.: _____
Commission Expiration: _____

(NOTARIAL SEAL)

FREDERICK G. SUNDHEIM, JR.
MY COMMISSION # DD 010401
EXPIRES: July 19, 2005
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA)
)ss.
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this 22 day of July, 2004, by ANNE GRIEN. Such person is personally known to me or who has produced a Florida driver's license as identification and did not take an oath.

NOTARY PUBLIC

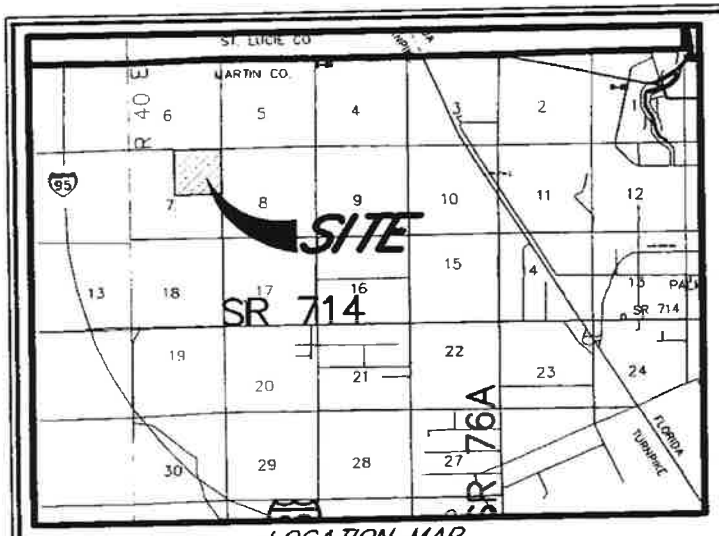
Printed Name of Notary: _____
Commission No.: _____
Commission Expiration: _____

(NOTARIAL SEAL)

FREDERICK G. SUNDHEIM, JR.
MY COMMISSION # DD 010401
EXPIRES: July 19, 2005
Bonded Thru Notary Public Underwriters

F:\DLW client files\POMA\Grien\Deeds, Warranty - Griens.doc

OR BK 01923 PG 1113



LOCATION MAP
NOT TO SCALE

ABBREVIATIONS

CO	COUNTY
COR	CORNER
NAD	NORTH AMERICAN DATUM
NO.	NUMBER
P.L.S	PROFESSIONAL LICENSED SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
RGE.	RANGE
SECT.	SECTION
TWP.	TOWNSHIP

SURVEYOR'S NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NAD 83/90, FLORIDA EAST ZONE, REFERENCE A BEARING OF S89°50'13"E ALONG THE SOUTH LINE OF SECTION 7, TOWNSHIP 38 SOUTH, RANGE 40 EAST.

2. THIS IS NOT A BOUNDARY SURVEY.

LEGAL DESCRIPTION

PARCEL B

THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 38 SOUTH, RANGE 40 E.

CONTAINING 7,229,430 SQUARE FEET OR 165.965 ACRES MORE OR LESS.

SAID PARCEL BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS.

Copy Copy Copy

SURVEYOR'S CERTIFICATION

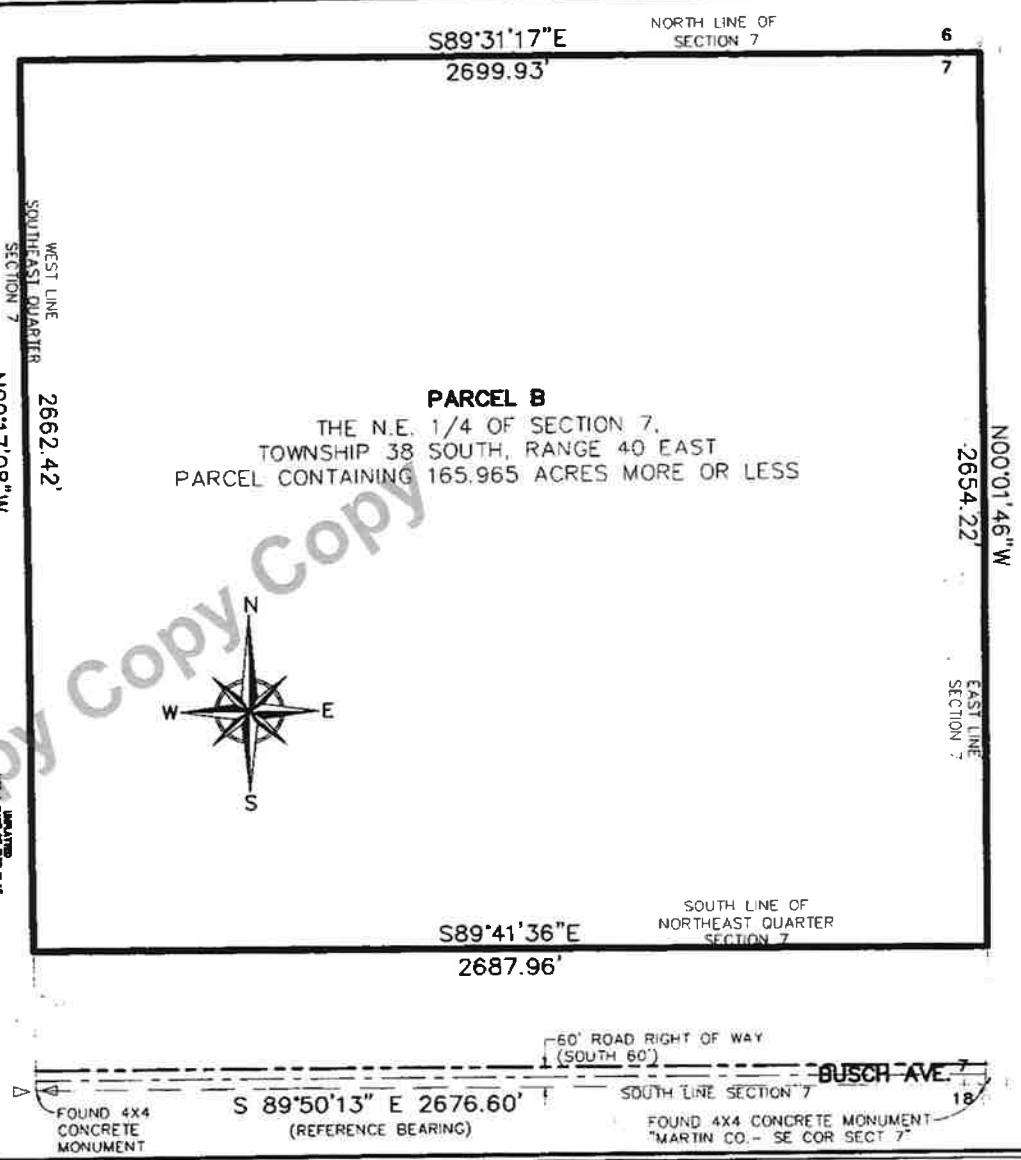
I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON JANUARY 19, 2004, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
SURVEYORS AND MAPPERS

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

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

SHEET NO 1 OF 2 SHEETS PROJECT NO 02-81	DATE REVISIONS	A PORTION OF SECT. 7, TWP. 38 S., RGE. 40 E., MARTIN COUNTY, FL FLA COMMERCIAL PROPERTIES, INC. SKETCH AND LEGAL DESCRIPTION PARCEL B	DATE SCALE FIELD BK. DWNG. BY CHECKED BY	BETSY LINDSAY, INC. SURVEYING AND MAPPING 208 N US 1 & TEQUESTA, FLORIDA 33469 (561)575-5275 (561)575-4324 FAX LICENSED BUSINESS NO. 6852



Copy Copy Copy

SHEET NO 2 OF 2 SHEETS PROJECT NO. 02-81	DATE / REVISIONS	A PORTION OF SECT. 7, TWP. 38 S., RGE. 40 E., MARTIN COUNTY, FL. FLA COMMERCIAL PROPERTIES, INC. SKETCH AND LEGAL DESCRIPTION PARCEL B	DATE SCALE FIELD BK DWNG BY CHECKED BY	BETSY LINDSAY, INC. SURVEYING AND MAPPING 208 N US 1 & 8 TEQUESTA, FLORIDA 33469 (561)575-5275 (561)575-4324 FAX LICENSED BUSINESS NO. 6852

Palm City Holdings, LLC 2049 SW POMA DRIVE, PALM CITY, FL 34990

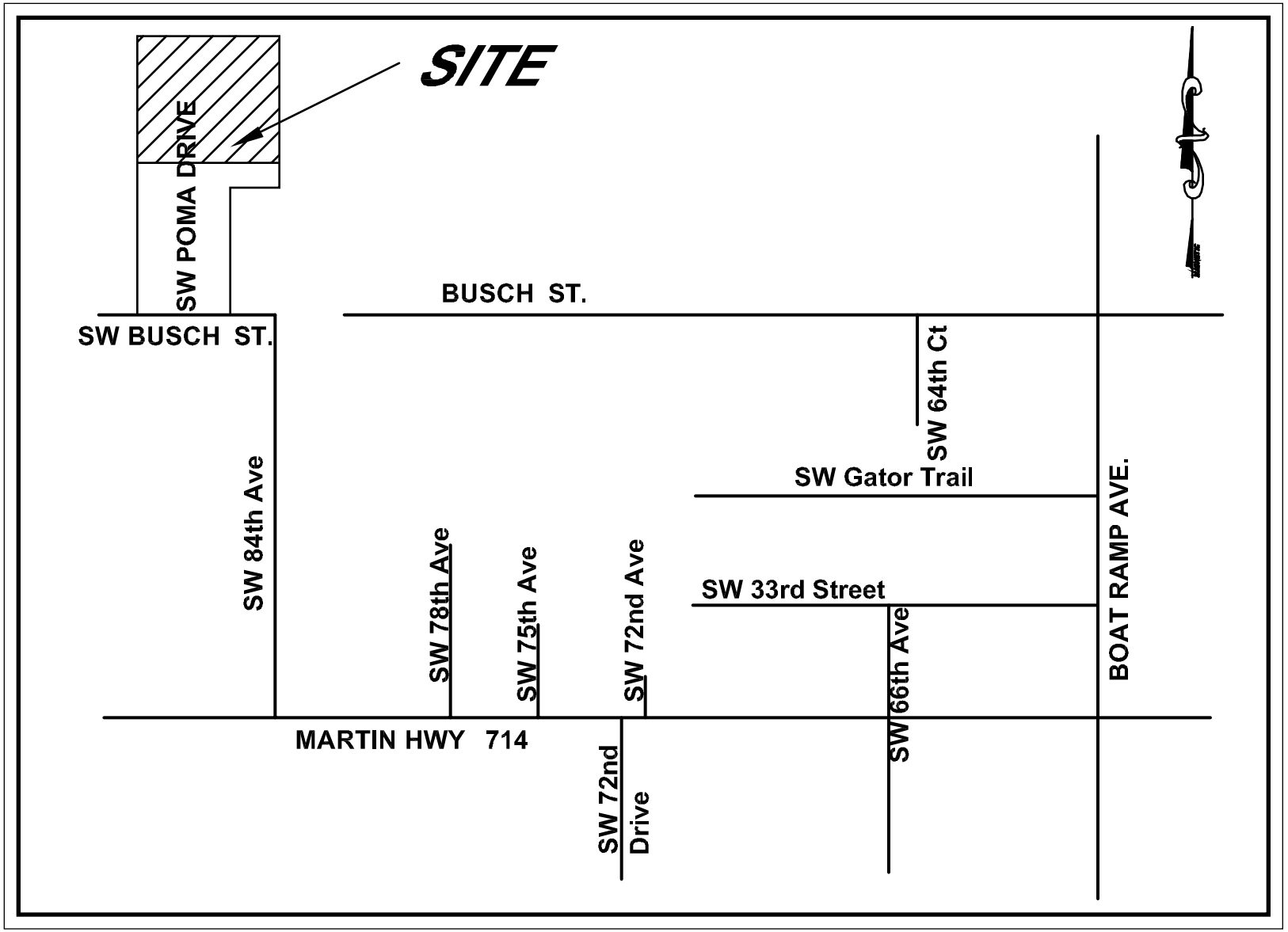
Transfer Certification

Seven J's North Subdivision is and has remained the property of Palm City Holdings, LLC since the date of purchase as recorded in the property records of Martin County in book 01923 page 1110 on the 22 day of July, 2004

Kindest regards,

Frank Poma, Managing Member

Palm City Holdings, LLC



SEVEN J'S NORTH SUBDIVISION LOCATION MAP

N.T.S.

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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**
Palm City Holdings, LLC	2049 SW Poma Drive, Palm City, FL 34990

(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**
Frank Poma	2049 SW Poma Drive, Palm City, FL 34990	100%

(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

(If more space is needed attach separate sheet)

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

Application Name and/or Project Number	Names & Addresses of Parties involved	Date	Type of Application	Status of Application[1]*

(If more space is needed attach separate sheet)

[1] 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

Frank Poma, Managing Member

Print name

STATE OF: Florida

COUNTY OF: Martin

The foregoing instrument was ☐ sworn to, ☐ affirmed, or ☑ acknowledged before me by means of ☑ physical presence or ☐ online notarization this 2nd day of April, 2024, by Frank Poma, who is ☑ personally known to me, or ☐ produced the following type of identification _____.

NOTARY PUBLIC SEAL

KATHY WHITEHEAD
MY COMMISSION # HH 378113
EXPIRES: March 23, 2027

Notary Public, State of Florida

Kathy Whitehead

(Printed, Typed or Stamped Name of Notary Public)

DISCLOSURE OF INTEREST AFFIDAVIT

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

TRACT A, UP-1, UP-2, UP-3, UP-4, W-1, W-1, W-3, W-4, W-5, AND LAKE 2 OF THE PLAT OF SEVEN J'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 97 PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. CONTAINING 7,280542 SQUARE FEET OR 167.14 ACRES MORE OR LESS.

SAID PARCEL BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS.

DISCLOSURE OF INTEREST AFFIDAVIT

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.

Palm City Holdings, LLC

2049 SW Poma Drive
Palm City, FL 34990
(772) 283-0099 Phone - (772) 283-7540 Fax

This is to certify that the pictured sign was installed at the property that is the subject of the development application and complies with the requirements of Article I 0, Section I 0.6.B.1 through 10.6.B.3 of the Land Development Regulations of Martin County, Florida.

James Poma

State of Florida
County of Martin

The foregoing was acknowledged before me by means of [X] Physical presence or [ ] online notarization, this 31st Day of December, 2024 by James Poma who [ ] is personally known to me or [ ] has produced _____ as identification.

Elizabeth Cadam
Notary Public, State of Florida
Expires: 11/21/2026

ELIZABETH CADAM
Notary Public - State of Florida
Commission # HH 334577
My Comm. Expires Nov 21, 2026
Bonded through National Notary Assn.

SEVEN J'S NORTH INDUSTRIAL PARK PUD

FIRST AMENDMENT INCLUDING REVISED MASTER/FINAL SITE PLAN

P102-083

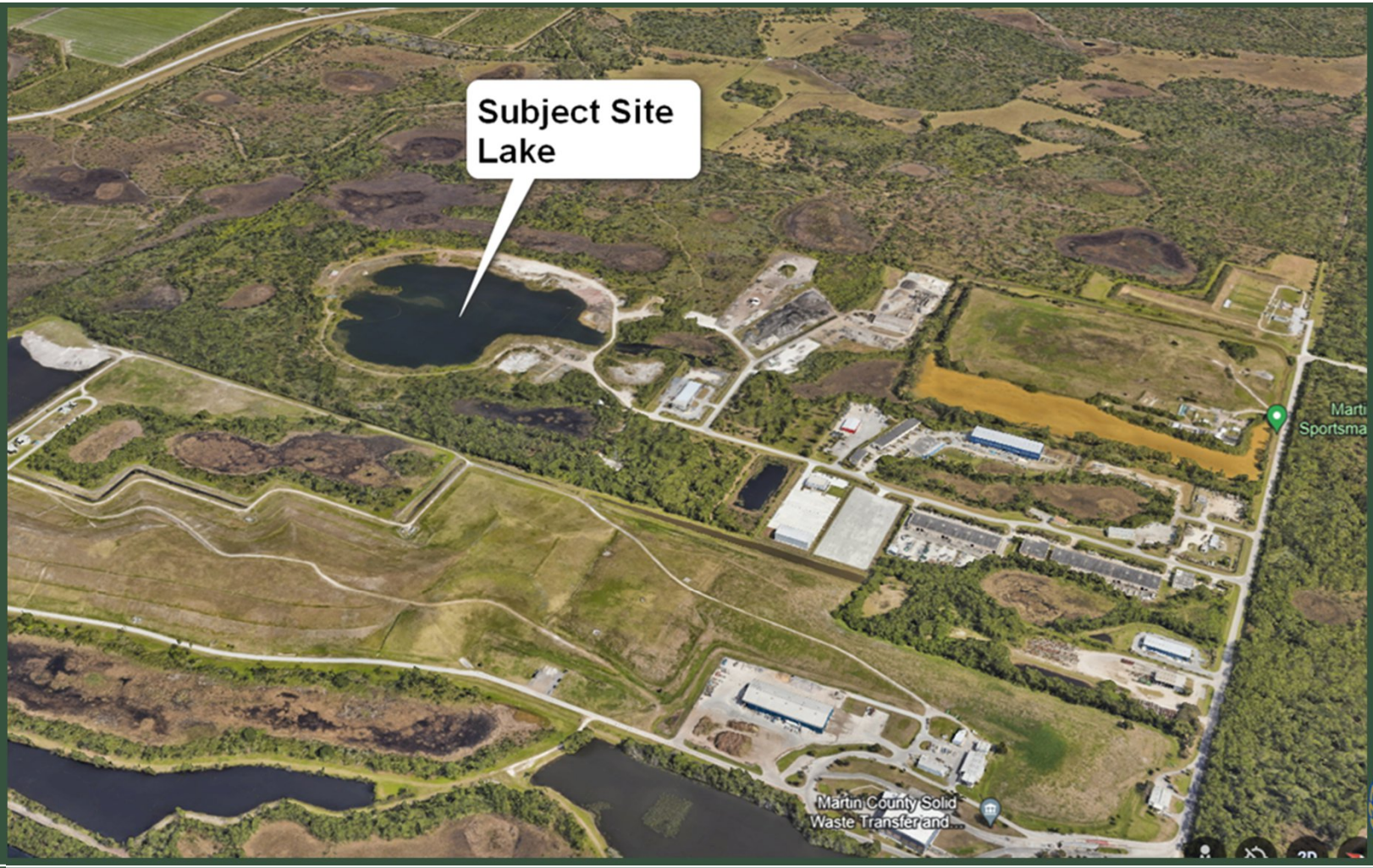
Board of County Commissioners

Public Hearing

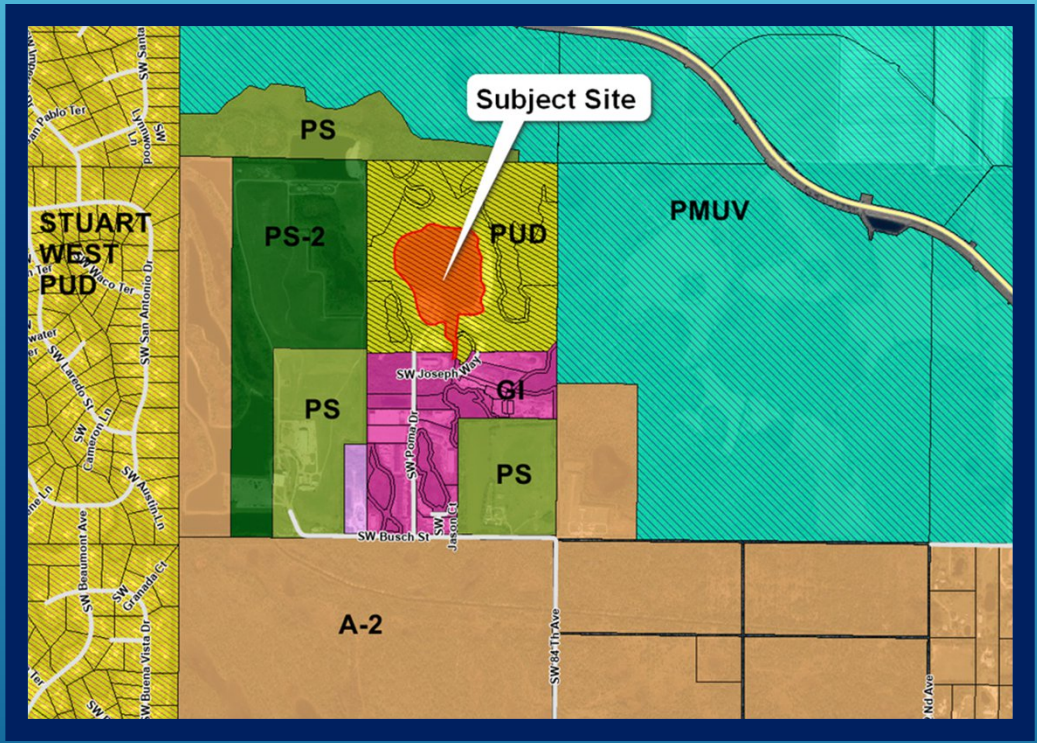
February 11, 2025

Owner:	Palm City Holdings, LLC., – Frank Poma
Applicant:	Palm City Holdings, LLC., – Frank Poma
Requested by:	Stephen Cooper, PD & Associates – Stephen Cooper
Project Coordinator:	Brian Elam, PMP, Principal Planner

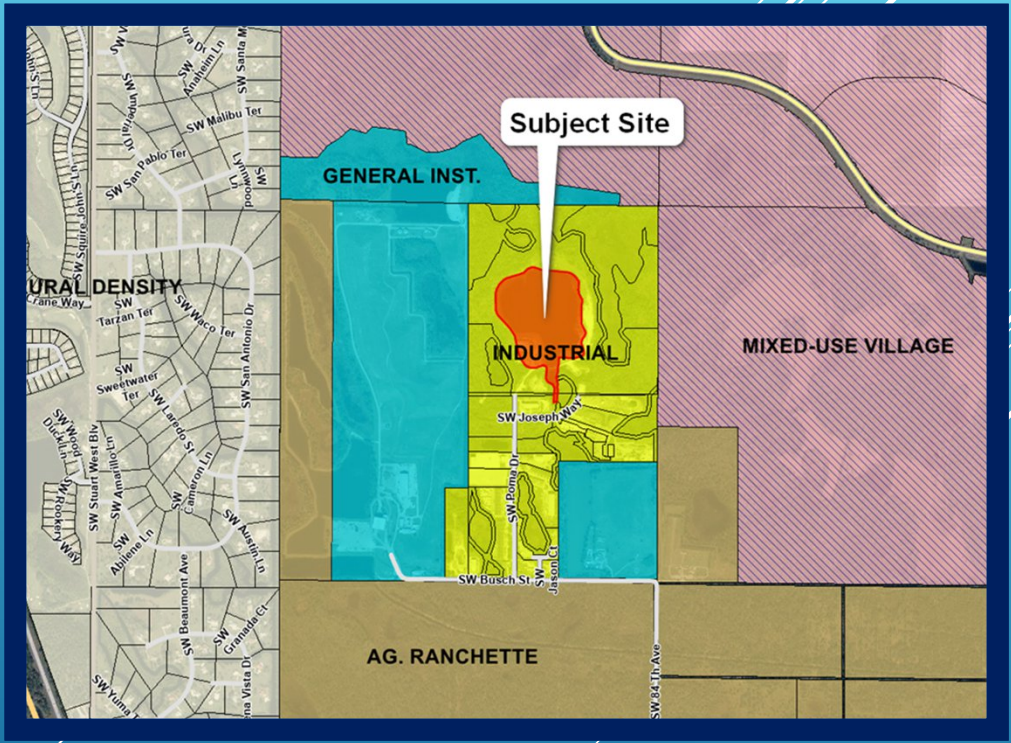
Newfield
Newfield
Subject Site
Seven J's North
Industrial Park PUD
SW Stuart West Blv
Solid Waste Facility
Seven J's
Newfield
Newfield
95
Sheriff's Firearms Range
Stuart West PUD
Private Shooting Range


Subject Site
Lake
Marti
Sportsma
Martin County Solid
Waste Transfer and...

Zoning Atlas

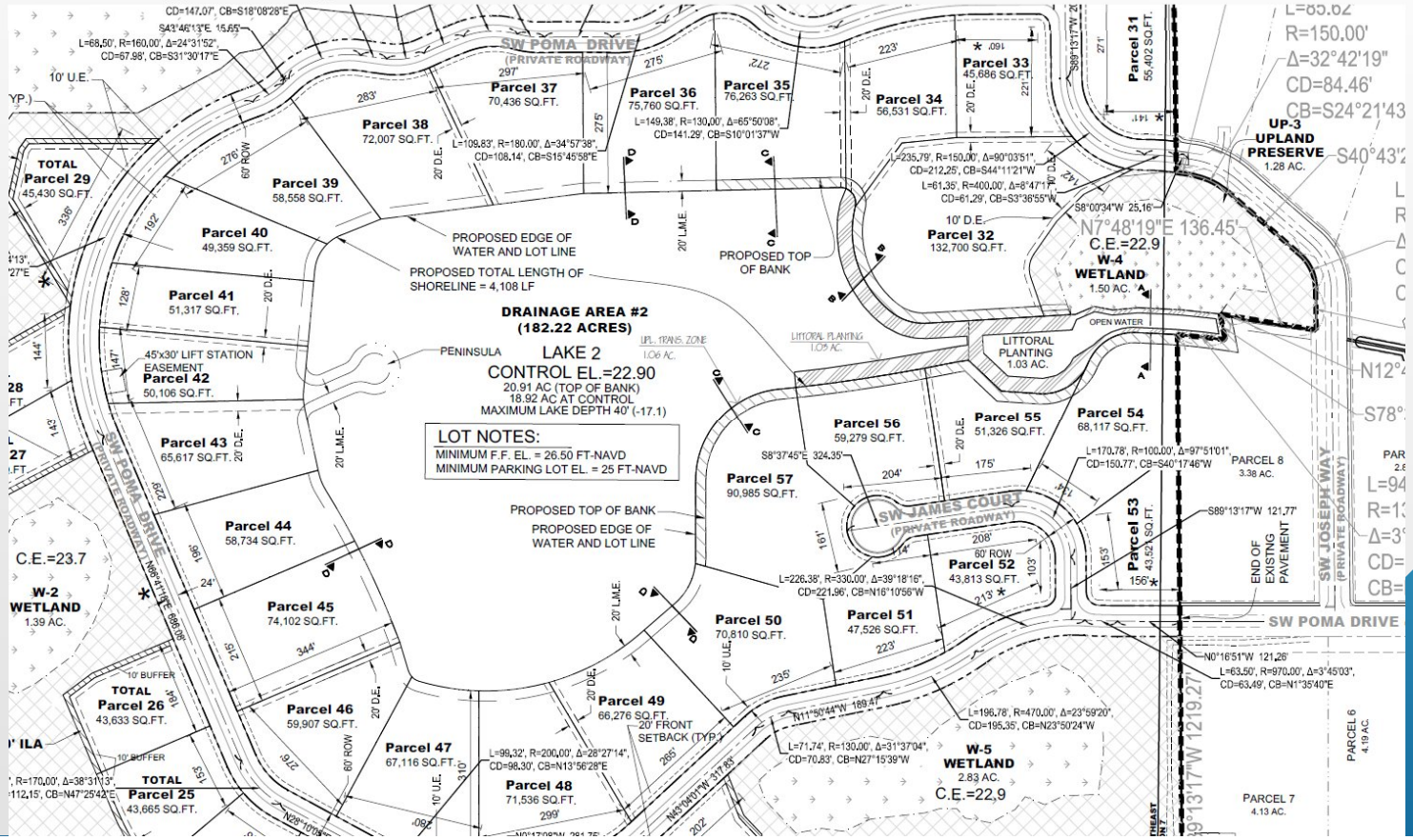


Future Land Use



SEVEN J'S NORTH INDUSTRIAL PARK PUD

This First Amendment to the Seven J's North Industrial Park PUD Zoning Agreement will approve increasing existing Lake 2 depth from 20 feet to 40 feet.



PUBLIC BENEFIT

Within sixty (60) days of approval of this First Amendment, OWNER shall contribute the sum of Fifty Thousand Dollars ($50,000.00) towards the construction and design of a proposed fire station in western Palm City.

Permit Ready Process

1. Parcels within the Seven J's North Subdivision PUD shall be subject to the parcel development and use criteria set forth in Exhibit F (9)&(10) of the 7-J's North PUD Zoning Agreement.
2. All plans must be consistent with the Seven J's North Subdivision PUD master and final site plan, the Seven J's North Subdivision PUD aggreement and applicable Martin county codes and ordinances.
3. All permit ready Building Permit Applications for the new development of a parcel shall include a 7-J's North Parce Data Sheet as provided with in the PUD Zoning Agreement as Exhibit I, and a Tracking Sheet, Exhibit K.

Permitted Uses

Exhibit F (9) of the 7-J's North PUD Zoning Agreement regulates all permited uses for this PUD.

Water & Wastewater Note:

1. All Parcels to be supplied potable water from Martin County Utilities in accordance with FDEP regulations.
2. All Parcels to be supplied wastewater connection using gravity sewer and lift station from Martin County Utilities in accordance with FDEP regulations.
3. All Parcels to be supplied fire service using fire hydrants from Martin County Utilities in accordance with FDEP regulations.

Off Site Roadway Improvements

1. The developer shall provide roadway improvements as set forth in Exhibit F-1 of the 7-J's North PUD Zoning Agreement.

Parcel Development Data

Minimum Front Setback:	20 feet
Minimum Rear Setback:	10 feet
Minimum Side Setback:	10 feet
Maximum allowable Height:	40 feet
Minimum Parcel Area:	30,000 sf
Minimum Parcel Width:	125 feet
Maximum Building Coverage:	34.8%
Minimum Open Space:	20.0%
Minimum Road Centerline Setback:	45 feet

* Depicts Front Property Line for Parcels 31, 33, 52 and 53

LEGEND:
- EXISTING UPLAND PRESERVE
- EXISTING WETLAND
- LITTORAL ZONE
- INTERIOR LANDSCAPE AREA (ILA)

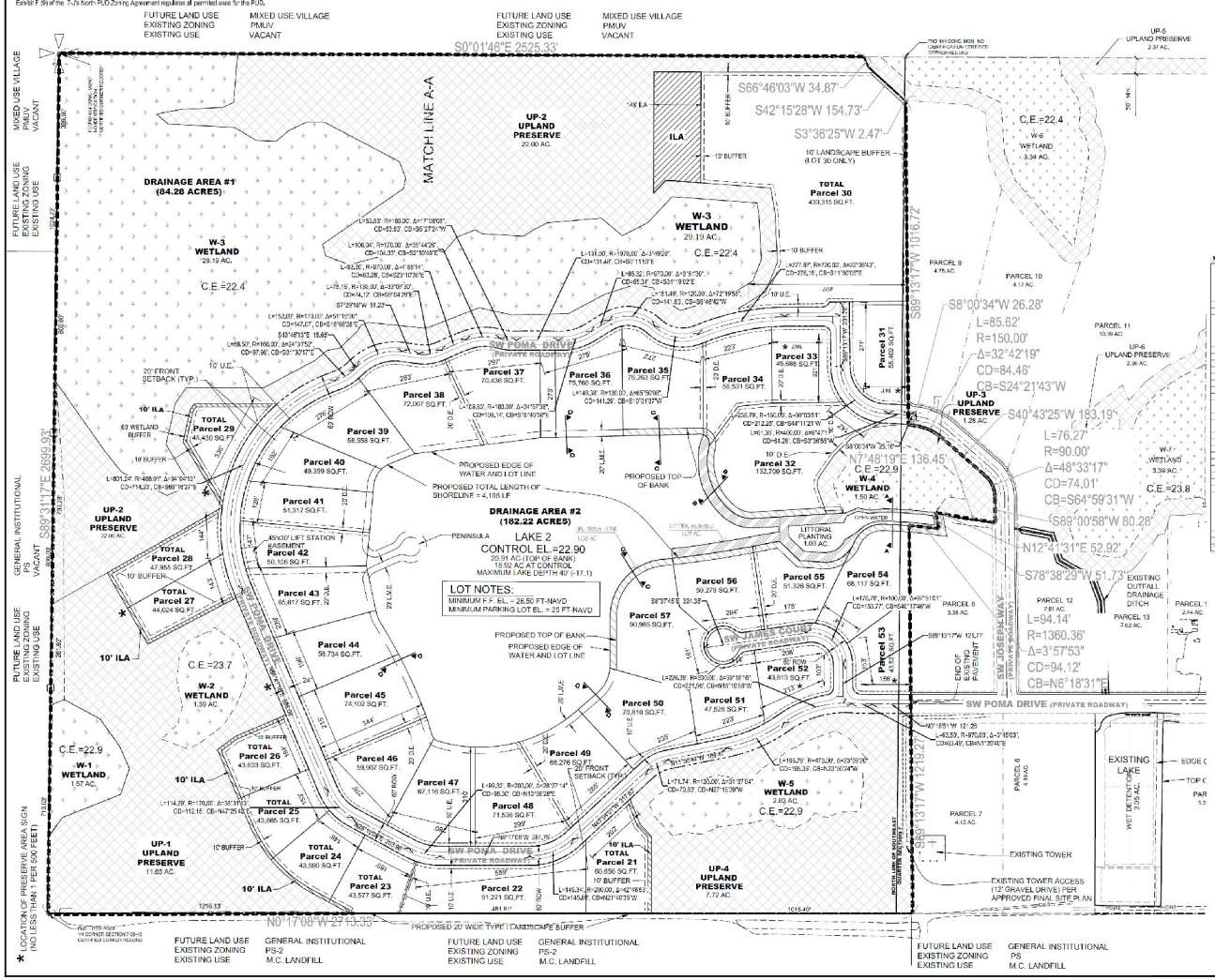
CALL 48 HOURS BEFORE YOU DIG IN FLORIDA
1-800-432-4770
IT IS THE LAW!
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

NORTH

GRAPHIC SCALE
1" = 100'-0"

SITE

Location Map



PUD Site Data

Existing Zoning	CG	
Proposed Zoning	PUD	
Future Land Use	INDUSTRIAL	
Total Site Area	167.14	Acres
Total Developable Area	90.38	Acres
Total Area Of Parcels	63.97	Acres
Right Of Way Area	8.71	Acres
Lake Area @ Control	18.02	Acres
Existing Wetlands (To Remain Undisturbed)	30.48	Acres
Proposed Upland Preserve Buffer	44.45	Acres

Impervious Area

Lake Area @ Control	823,964 sq. ft. =	18.92 Acres	(11.3%)
Wetlands (To Remain Undisturbed)	1,589,764 sq. ft. =	36.48 Acres	(21.8%)
Parcels (90% Of Parcel Area)	2,303,923 sq. ft. =	48.70 Acres	(28.9%)
ROW/Roadways	337,337 sq. ft. =	7.61 Acres	(4.5%)
Total Impervious Area	4,674,749 sq. ft. =	107.71 Acres	(64.2%)

Pervious/Open Area

Upland Preserve Area	1,837,902 sq. ft. =	42.65 Acres	(25.5%)
Parcels (10% Of Parcel Area Less ILA)	446,545 sq. ft. =	10.25 Acres	(6.1%)
Interior Landscape Area (ILA)	79,335 sq. ft. =	1.82 Acres	(1.1%)
ROW/Roadways	222,411 sq. ft. =	5.11 Acres	(3.1%)
Total Pervious Area	2,606,294 sq. ft. =	59.83 Acres	(35.8%)
OVERALL TOTALS	7,280,542 sq. ft. =	167.14 Acres	(100.0%)

Parcel ID:
07-38-40-001-001-03000-0 Tract A — 59.58 acres
07-38-40-001-002-03000-0 Lake 2 — 32.31 acres
07-38-40-001-003-03000-0 Wetland Areas W-1 thru W-5 — 39.48 acres
07-38-40-001-003-03040-0 Existing Preserve Areas UP-1 thru UP-4 — 41.36 acres

MAXIMUM LOT DEVELOPMENT CRITERIA

Parcel	TOTAL LOT AREA (Square Feet)	TOTAL LOT AREA (Acres)	MAXIMUM IMPERVIOUS AREA 80% (ACRE)	MINIMUM PERVIOUS AREA 20% (ACRE)	MAXIMUM BUILDING FOOTPRINT 34.6% (ACRE)	MAXIMUM BUILDING FOOTPRINT 34.6% (FEET)
23	69,694	1.60	1.28	0.32	0.55	23,987
24	51,273	1.18	0.94	0.24	0.41	17,800
25	42,573	1.00	0.80	0.20	0.35	15,077
26	43,560	1.00	0.80	0.20	0.35	15,082
27	44,605	1.00	0.80	0.20	0.35	15,410
28	47,955	1.00	0.80	0.20	0.35	15,607
29	45,430	1.00	0.80	0.20	0.35	15,731
30	45,954	1.00	0.80	0.20	0.35	15,892
31	55,538	1.01	0.81	0.21	0.36	15,712
32	152,709	3.06	2.06	1.00	0.84	19,972
33	55,885	1.17	0.93	0.25	0.44	19,160
34	55,531	1.16	0.93	0.23	0.40	17,419
35	45,096	1.05	0.84	0.21	0.36	15,937
36	75,760	1.57	1.26	0.31	0.54	19,860
37	70,430	1.75	1.40	0.35	0.61	20,987
38	72,007	1.65	1.32	0.33	0.57	20,211
39	58,558	1.35	1.08	0.27	0.47	20,261
40	49,359	1.13	0.90	0.23	0.39	17,078
41	51,917	1.19	0.95	0.24	0.41	17,756
42	50,106	1.15	0.92	0.23	0.40	17,537
43	65,617	1.51	1.21	0.30	0.52	22,761
44	58,734	1.35	1.08	0.27	0.47	20,522
45	74,102	1.71	1.36	0.34	0.59	25,619
46	59,907	1.38	1.10	0.28	0.48	20,724
47	67,116	1.54	1.23	0.31	0.53	23,223
48	71,536	1.64	1.31	0.33	0.57	24,791
49	66,276	1.52	1.22	0.30	0.53	22,951
50	70,810	1.63	1.30	0.33	0.56	24,200
51	47,526	1.09	0.87	0.22	0.38	16,444
52	43,813	1.01	0.80	0.20	0.35	15,157
53	43,523	1.00	0.80	0.20	0.35	15,056
54	68,117	1.56	1.25	0.31	0.54	23,568
55	51,326	1.18	0.94	0.24	0.41	17,751
56	50,273	1.15	0.92	0.23	0.40	17,391
57	90,985	2.09	1.67	0.42	0.72	31,481
TOTALS	2,433,594	55.87	44.70	11.17	19.29	667,942

General Notes

1. All signs shall meet the requirements of Division 16, Article 4, LDR, Martin County Code.
2. All exotic vegetation to be removed prior to the issuance of a Certificate of Occupancy.
3. The applicant will notify the Growth Management Department for a field inspection by staff to determine if barricades have been properly placed prior to any land clearing.
4. Barricades must be constructed in the following manner:
Rope: 1/4" diameter min. nylon or poly, yellow or orange. Rope must be a minimum of four (4) feet off the ground. Rope may not be attached to vegetation. Surveyor ribbon is not acceptable.
Posts: 2x2 or 2x4, iron rebar, PVC pipe or other materials with prior approval of Environmental Planner. Lathe stakes are not acceptable.
5. All Barricades must be maintained intact for the duration of construction.
6. Storage of construction materials in preserve areas is not permitted.
7. Pit is not allowed to encroach into preserve areas.
8. Barricades must be offset at least five (5) feet outside the preserve area or placed at the dripline of the canopy trees in any area for which clearing is proposed.
9. Individual trees or groups of vegetation that are to be saved for landscape credit requirements are to be barricaded according to the guidelines.
10. Advisory or warning signs must be provided.
11. No a location of Wetland Preserve, Upland Preserve, or Transition Zones is permitted except in compliance with a Preserve Area Management Plan approved by Martin County.
12. During construction activities existing native vegetation shall be retained to act as buffers between adjacent land uses, and to minimize nuisance dust and noise. Barricades shall be used on site to preserve the vegetation to be retained for this purpose.
13. Preserve areas are not to be altered without written permission of the Martin County Board of County Commissioners. Preserve Area signs shall be placed no less than 1 sign per 500 feet along Preserve Area boundary.
14. Maintenance of Conservation Areas. All conservation areas, and the signs/markers identifying them, shall be maintained by the property owners association (POA) in accordance with the terms and provisions of the Preserve Area Management Plan (PAMP), DEP Permit, this declaration, and all amendments thereto. Further, the POA shall be obligated to enforce the terms and provisions of the PAMP, the DEP Permit, this declaration, and all amendments thereto. Unless otherwise provided herein, the costs and expenses to maintain such Conservation Areas shall be assessed to the POA Members as a common expense in perpetuity. Additional language to be provided in POA restrictive covenants.
15. Access within Seven J's North Subdivision shall be privately maintained.
16. All required vehicular use landscape area (VUA) has been provided for entire project through designated Interior Landscape Area ("ILA") as shown on Sheet 6 and set forth in Exhibit F(7)(f) of the 7-J's North PUD Zoning Agreement.
17. Buildings may not encroach into drainage, utilities or landscape easements.
18. Two or more lots may be combined to accommodate larger buildings by way of unity of title.
19. No drive-thru facilities shall be permitted.
20. Minimum parking required per Article 4, Division 19.
21. All Parce s shall utilize and provide 100% native landscape materials, as set forth in Exhibit F(9)(B).

STEPHEN COOPER, P.E. & ASSOCIATES, INC.
- CONSULTING ENGINEER -
• CIVIL ENGINEERING • SITE PLANNING
• ENVIRONMENTAL PERMITTING
2400 S.E. MONTEREY ROAD
PORT ST. LUCIE, FLORIDA 34952
772-878-1500 FAX 772-878-1501 E-MAIL: SCPE@ADELPHIA.NET
FLORIDA CERTIFICATE OF AUTHORIZATION No. 00000970
SCPE

DRAWN BY	JMS	03/21/18
DES. CHECK BY	ESC	
CHECKED BY	SSC	
PROJECT No.	2017-126	
APPROVED BY	SSC	
NOT. SCALE	Yes	
CADD FILE	Thomas	

NO	DATE	BY	REVISIONS
6	12/28/2018	CADD	REVISED PLAN NOTES PER COUNTY COMMENTS
5	07/12/2018	ESC	REVISED PER UPDATED PLANS AND COUNTY COMMENTS
4	03/26/2018	JMS	Adjusted Per 01-17-2018 Staff Report
3	02/26/2018	JMS	Adjusted Per 01-17-2018 Staff Report
2	12/08/2016	JMS	Adjusted Per 12-13-2016 Staff Report
1	10/26/2016	JMS	Adjusted Per 10-18-2016 Staff Report

Project Code: _____

SCALE VERIFICATION
0 1
IF THIS BAR IS EQUAL TO 1 INCH THEN THE DRAWING IS ACCURATE TO SCALE. IF NOT, THE DRAWING IS NOT TO SCALE.

Seven J's North Subdivision

Location: Martin County, Florida

Master/Final Site Plan

POMA

COUNTY OF MARTIN STATE OF FLORIDA

JOB No.: 2017-126
SHEET 1 OF 7

Local Planning Agency

Review of this application is not required by the Local Planning Agency (LPA).

REVIEW OF APPLICATION

C. Staff recommendation

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

Section	Division or Department	Reviewer	Phone	Assessment
F	Comprehensive Plan Review	Brian Elam	772-288-5501	Comply
F	ARDP Review	Samantha Lovelady	772-288-5664	N/A
G	Site Design Review	Brian Elam	772-288-5501	Comply
H	Commercial Design Review	Brian Elam	772-288-5501	N/A
H	Community Redevelopment Review	Brian Elam	772-288-5501	N/A
I	Property Management Review	Ellen MacArthur	772-221-1334	N/A
J	Environmental Review	Shawn McCarthy	772-288-5508	Comply
J	Landscaping Review	Karen Sjoholm	772-288-5909	Comply
K	Transportation Review	James Hardee	772-288-5470	Comply
L	County Surveyor Review	Tom Walker	772-288-5928	N/A
M	Engineering Review	Kaitlyn Zanello	772-223-4858	Comply
N	Addressing Review	Emily Kohler	772-288-5692	Comply
N	Electronic File Submission Review	Emily Kohler	772-288-5692	Comply
O	Water and Wastewater Review	Jorge Vazquez	772-221-1448	N/A
O	Wellfields Review	Jorge Vazquez	772-221-1448	Comply
P	Fire Prevention Review	Doug Killane	772-419-5396	Comply
P	Emergency Management Review	Sally Waite	772-219-4942	N/A
Q	ADA Review	Kaitlyn Zanello	772-223-4858	N/A
R	Health Department Review	Nicholas Clifton	772-221-4090	N/A
R	School Board Review	Juan Lameda	772-219-1200	N/A
S	County Attorney Review	Elysse A. Elder	772-288-5925	Ongoing
T	Adequate Public Facilities Review	Brian Elam	772-288-5501	Exempt

Development review staff have found the Palm City Holdings, LLC application to comply with all applicable regulations and the Comprehensive Growth Management Plan as detailed in the staff report.

STAFF RECOMMENDATION

Staff recommends approval of the Palm City Holdings, LLC application for the First Amendment to the Seven J's North Industrial Park PUD Zoning Agreement including Revised Master/Final Site Plan.

1. Move the Board receive and file the agenda item and its attachments including the staff report as Exhibit 1.
2. Move the Board approve the First Amendment to the Seven J's North Industrial Park PUD Zoning Agreement including the Revised Master/Final Site Plan.

THAT CONCLUDES THE PRESENTATION

QUESTIONS?

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 25-0376 DEPT-1 **Meeting Date:** 2/11/2025

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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BCC MEETING DATE: February 11, 2025
DEPT-1

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners **DATE:** February 3, 2025

VIA: Don G. Donaldson, P.E.
County Administrator

FROM: Stephanie Merle
Director of the Office of Management & Budget

REF: 25-0376
SUBJECT: OFFICE OF MANAGEMENT AND BUDGET ITEMS WHICH REQUIRE BOARD APPROVAL

PERMISSION TO ACCEPT

1. Permission to Accept the FY 2025-2026 Supporting Healthy Aging Through Parks and Recreation (SHAPR) Grant

- **Agreement/Contract drafted by –** National Recreation and Parks Association (NRPA) with support of the Centers for Disease Control and Prevention (CDC) and Martin County Parks and Recreation
- **Parties to the Agreement/Contract –** The National Recreation and Parks Association (NRPA) with support of the Centers for Disease Control and Prevention (CDC) and Martin County
- **Purpose of the Agreement/Contract –** The SHAPR grant is an agreement for funding of $1,000 to become a member of Community of Practice to help apply Elevating Health Equity Through Parks and Recreation: A Framework for Action. The SHAPR grant additionally facilitates 2 instructor trainings and participant materials for the Walk with Ease program, with an estimated value of $300. Funding will support park and recreation professionals to increase access, availability, participation, and sustainable support for programs that improve physical activity, engagement, and the quality of life for older adults. The goal of this project is to increase the equitable dissemination, delivery, and sustainability of arthritis-appropriate, evidence-based interventions in senior programming. The program funding runs from December 2024 – July 2026. NRPA will purchase the training and participant materials on our agency's behalf and distribute them to our program.
- **New/Renewal/Modified –** New
- **Duration –** December 2024 – July 2026
- **Benefits to Martin County –** This Arthritis Appropriate Evidence Based Interventions program will be implemented in the Senior Programming and will help provide Walk with Ease for active adults 50+ with and without arthritis looking to learn how to exercise safely and comfortably through walking and exercise components. The program will assist participants to gain understanding of the basics of arthritis and the relationship between arthritis, exercise, and pain management through health education components. The grant allows for 2 instructor trainings to ensure instructors are certified to instruct along with participant materials for engagement with the program.

- **Cost to Martin County –** None.

Alternative Action:

- **Programmatic Implication if not approved –** Staff would seek alternative methods for offering this program.
- **Financial Fiscal impact if not approved –** None.

Documents Requiring Action:

- Grant Agreement (2 copies)

Recommendation:

- Move that the Board authorize the Parks and Recreation Department to accept and move forward for the FY25-26 SHAPR Grant.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

2. Permission to Accept the Florida Department of Transportation (FDOT) Local Agency Program (LAP) Grant 444405-2-58-01/444405-2-68-01 SR-714 SE Monterey Road and CR-A1A Multimodal Pathway Project

- **Agreement/Contract drafted by –** FDOT
- **Parties to the Agreement/Contract –** FDOT and Martin County Board of County Commissioners
- **Purpose of the Agreement/Contract –** The grant agreement will fund the SR-714 SE Monterey Road and CR-A1A Multimodal Pathway project for construction costs and construction, engineering, and inspection (CEI) services for all participating costs for the project in the amount of $2,246,880. The total estimated cost of the project, including contingency, is $2,532,465. The project includes the CEI services and Construction of a 10' multimodal path that will connect to existing bicycle lanes on the north and south side of SE Monterey Road and to the existing sidewalk on the north side of SE Monterey Road, as well as to the existing lane on SE Palm Beach Road at SE 16th Court. The sidewalk on SE Dixie Highway will be extended to a 10' wide multimodal path. New street lighting, crosswalks, pavement striping, signage and signals will be included.
- **New/Renewal/Modified –** New
- **Duration –** Martin County agrees to complete the project on or before June 30, 2027
- **Benefits to Martin County –** To replace highly needed infrastructure and reduce maintenance. Policy 14.1A.10 of the Comprehensive Plan requires staff to identify projects that eliminate public hazards and repair, remodeling, renovations, or replacement of obsolete or worn-out facilities. A $2,246,880 reduction in County costs for the construction and CEI services for the SR-714 SE Monterey Road and CR-A1A Multimodal Pathway project.

- **Cost to Martin County –**
  a. Funds for construction and CEI in excess of the programmed funding or attributable to actions which have not received the required approval of FDOT shall not be considered eligible costs and shall be funded with budgeted funds from the FY25 Signalization and Intersection

Improvements Capital Improvement Plan (CIP) sheet in the amount of $285,585;

b. Annual maintenance cost is estimated to be $2,000 per year; and
c. Staff time to administer the grant.

The Office of Management and Budget requests the approval of the amended CIP sheet to recognize the grant revenues.

Alternative Action:

- **Programmatic Implication if not approved –** The project would be put on hold until an alternative funding source is identified.
- **Financial Fiscal impact if not approved –** The County would forfeit $2,246,880 in grant funding for the construction and CEI services for the project.

Documents Requiring Action:

- Local Agency Program Grant Agreement
- Board Resolution
- Budget Resolution
- FY25 Amended CIP Sheet

Recommendation:

- Move that the Board authorize the Chair to execute the Local Agency Program Agreement, and the Martin County Administrator, or designee, to execute any non-monetary and/or time extension grant related documents upon review and concurrence of the Martin County Attorney's Office;
- Move that the Board adopt the Board Resolution to accept the Local Agency Program Agreement;
- Move that the Board adopt the Budget Resolution to approve the budget increase; and
- Move that the Board approve the amended FY25 CIP sheet for SR-714 SE Monterey Road and CR-A1A Multimodal Pathway.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

3. Permission to Accept the Bureau of Justice Assistance (BJA) FY 2024 Criminal Alien Assistance Program Grant – Award Number 15PBJA-24-RR-05664-SCAA

- **Agreement/Contract drafted by –** Acting Assistant Attorney General Brent J. Cohen, Department of Justice (DOJ), Office of Justice Programs (OJP)
- **Parties to the Agreement/Contract –** DOJ, OJP, and Martin County
- **Purpose of the Agreement/Contract –** Grant award of $15,988 for funding to offset costs for Martin County Sheriff's Corrections Facility.
- **New/Renewal/Modified –** New (awarded annually)
- **Duration –** July 01, 2022, to December 31, 2025
- **Benefits to Martin County –** Enables Martin County Sheriff's Office to offset costs such as, but not limited to, equipment, Training for corrections officers related to offender population management, medical and mental health services, and Vehicle rental/purchase for transportation of offenders.
- **Cost to Martin County –** There is no match requirement for this grant.

Alternative Action:

- **Programmatic Implication if not approved –** The financial amount to offset costs such as but not limited to, equipment, training for corrections officers related to offender population management, Medical and mental health services, and Vehicle rental/purchase for transportation of offenders are currently needed. If the funding is not accepted to apply toward the items, it prevents the enhancement of the Martin County Sheriff's Office Correctional Facility.
- **Financial Fiscal impact if not approved –** Our current budget does not allow for the additional requested items.

Documents Requiring Action:

- Grant Contract Signatures

Recommendation:

- Move that the Board authorize the County Administrator or designee to electronically execute the grant.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

4. Permission to Accept the Florida Department of Transportation (FDOT) Public Transportation Grant Agreement (PTGA) Grant 454788-1-94-01 Runway 12-30 Precision Approach Path Indicator (PAPI) and Runway End Identifier Lights (REIL) Replacement (Design)

- **Agreement/Contract drafted by –** FDOT
- **Parties to the Agreement/Contract –** FDOT and Martin County Board of County Commissioners
- **Purpose of the Agreement/Contract –** Grant award of $3,125 to design the replacement of the PAPIs and REILs on Runway 12/30 with LED units.
- **New/Renewal/Modified –** New
- **Duration –** Date of Execution to December 31, 2026
- **Benefits to Martin County –** FDOT grant will cover 2.5% ($3,125) of the total cost ($125,000) needed to design the replacement of the PAPIs and REILs on Runway 12/30 with LED units. The forthcoming Federal Aviation Administration (FAA) Bipartisan Infrastructure Law (BIL) grant, which will cover 95% of the design cost ($118,750), is budgeted in the FY25 Capital Improvement Plan (CIP) sheet.
- **Cost to Martin County –** Local share of 2.5% ($3,125) is budgeted in the Airport CIP. There is no associated operating cost.

Alternative Action:

- **Programmatic Implication if not approved –** Airport will need to reprogram funding which would increase project time and cost.
- **Financial Fiscal impact if not approved –** Airport will need to fund the improvements without grant assistance.

Documents Requiring Action:

- Grant Contract
- Budget Resolution

Recommendation:

- Move that the Board authorize the Chair to execute the FDOT PTGA grant 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 Department of Transportation (FDOT) Public Transportation Grant (PTGA) Agreement 453359-1-94-01 SUA Hold Bay Extension (Construction)

- **Agreement/Contract drafted by –** FDOT
- **Parties to the Agreement/Contract –** FDOT and Martin County Board of County Commissioners
- **Purpose of the Agreement/Contract –** Grant award of $37,650 for the cost of constructing the Hold Bay Extension at the Runway 12 end of Taxiway Alpha.
- **New/Renewal/Modified –** New
- **Duration –** Date of Execution to December 31, 2027
- **Benefits to Martin County –** FDOT grant will cover 2.5% ($37,650) of the total cost of $1,506,000 needed to construct the Hold Bay Extension Run-up Area. The forthcoming Federal Aviation Administration (FAA) Bipartisan Infrastructure Law (BIL) grant, which will fund 95% of the design cost ($1,430,700), is budgeted in the FY25 Capital Improvement Plan (CIP) sheet.
- **Cost to Martin County –** Local Share in the amount of $37,650 (2.5% of the total cost) is budgeted in the Airport CIP. There is no associated operating cost.

A CIP Revision is required to recognize grant funding revenues and to reflect the Airport match for the construction.

Alternative Action:

- **Programmatic Implication if not approved –** Airport will need to reprogram funding which would increase project time and cost.
- **Financial Fiscal impact if not approved –** Airport will need to allocate approximately $37,650 for the construction of the Hold Bay Extension Run-up Area.

Documents Requiring Action:

- Grant Contract (2 copies)
- FY25 Amended CIP Sheet
- Budget Resolution (2 copies)

Recommendation:

- Move that the Board authorize the Chair to execute the FDOT PTGA grant as well as any non-monetary grant-related documents upon review and concurrence of the County Attorney's Office;
- Move that the Board approve the amended FY25 CIP sheet; and
- Move that the Board adopt the Budget Resolution.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

6. Permission to Accept the Florida Department of Transportation (FDOT) Public Transportation Grant (PTGA) Agreement 453361-1-94-01 Rehabilitation of Taxilane B (Construction)

- **Agreement/Contract drafted by –** FDOT
- **Parties to the Agreement/Contract –** FDOT and Martin County Board of County Commissioners
- **Purpose of the Agreement/Contract –** Grant award of $921,790 for the cost of construction of the Rehabilitation of Taxilane Bravo.
- **New/Renewal/Modified –** New
- **Duration –** Date of Execution to December 31, 2027
- **Benefits to Martin County –** FDOT grant will cover 45.125% ($921,790) of the total cost of $2,042,747 needed to construct the Rehabilitation of Taxilane Bravo. The forthcoming Federal Aviation Administration (FAA) grant, which will fund 42.75% of the construction cost ($873,274), is budgeted in the FY25 Capital Improvement Plan (CIP) sheet.
- **Cost to Martin County –** Local Share in the amount of $247,683 (12.125% of the total construction cost) is budgeted in the Airport CIP. There is no associated operating cost.

A CIP Revision is required to recognize the change in percentage of grant funding revenues and to reflect the Airport match for the construction.

Alternative Action:

- **Programmatic Implication if not approved –** Airport will need to reprogram funding which would increase project time and cost.
- **Financial Fiscal impact if not approved –** Airport will need to allocate approximately $921,790 for the construction of the Rehabilitation of Taxilane Bravo.

Documents Requiring Action:

- Grant Contract
- FY25 Amended CIP Sheet
- Budget Resolution (2 copies)

Recommendation:

- Move that the Board authorize the Chair to execute the FDOT PTGA grant as well as any non-monetary grant-related documents upon review and concurrence of the County Attorney's Office;
- Move that the Board approve the amended FY25 CIP sheet; and
- Move that the Board adopt the Budget Resolution.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

OTHER OMB ITEMS

7. <u>Request for Budget Transfer and Capital Improvement Plan (CIP) Modification from Utilities Department</u>

The improvements for the Martin Downs Wastewater Repump Station include a 5th pump, variable frequency drive, and associated improvements. The project was originally budgeted in FY 2022; however, the project was delayed due to various reasons including delays with the Old Palm City Septic to Sewer Project and slower than anticipated construction timeframe with the Newfield Development. With the Newfield Development now under construction and anticipated bidding of the Old Palm City Septic to Sewer Project this calendar year, the project needs to be constructed. Over the past 4 years, the prices have drastically increased and an additional $120,000 of funding is required to complete the project.

<u>Documents Requiring Action:</u>

- Budget Transfer from Reserves to Project 3618
- CIP Sheet for the Martin Downs Wastewater Repump Station

<u>Recommendation:</u>

- Move that the Board approve modifications of the Martin Downs Wastewater Repump Station CIP sheet as well as approve the corresponding budget transfer in the amount of $120,000.

DGD/SM/rp
Attachments

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.

Office of Management and Budget - Supplemental Memo Attachments

Item #1 – Permission to Accept the FY 2025-2026 Supporting Healthy Aging Through Parks and Recreation (SHAPR) Grant

Documents Requiring Action:

- Grant Agreement (2 copies)

[TO BE COUNTER-SIGNED AND RETURNED PRIOR TO ISSUING GRANT PAYMENT]
Letter of Agreement

DATE
December 12, 2024

Dear Kaitlyn Comack:

On behalf of the National Recreation and Park Association, Incorporated ("NRPA"), I am pleased to inform you of our desire to extend a grant in the amount of $1,000.00 as described below (the "Grant"):

Grantee: Martin County Parks and Recreation Department

Purpose: The purpose of this grant is to support the implementation of the project selected for grant funding ("Project"): Supporting Healthy Aging through Parks and Recreation 4.0. In addition to the aforementioned funds, Grantee will also receive two (2) instructor trainings and related supporting program materials for the Walk With Ease program.

This grant opportunity is made possible through the support of the U.S. Centers for Disease Control and Prevention (CDC), supported by the Funding Opportunity Announcement (FOA) Number: DP21-2106 and Award No. 5 NU58DP006985-03-00 in the amount of $460,003.00, dated June 27, 2023 and signed by Ms. Pamela Render, Grants Management Officer. NRPA is managing the administration of the grant program (Program). Grants made through this Program are intended to support the implementation of arthritis-appropriate evidence-based interventions (AAEBIs) (i.e., Active Living Every Day, Enhance Fitness®, Fit&Strong!, Walk With Ease, or Tai Chi for Arthritis) through local parks and recreation.

In order to process the payment of your Grant, Grantee is required to carefully read, and then – to indicate acceptance of the terms of the Grant – to sign, date, and return to the NRPA this letter (the "Grant Agreement").

In consideration for receipt of the Grant, by signing the letter, Grantee acknowledges and agrees to the following:

1. Grantee understands the purpose and requirements of the Grant Agreement.

2. Grantee will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

3. Grantee will comply with all applicable laws, regulations, and rules including, but not limited to, the following:

a. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and HHS Awards in 2 C.F.R. Part 200 and 45 C.F.R. Part 75.

b. All other applicable terms, conditions, and restrictions published by the CDC including the following, which can be reviewed at https://www.cdc.gov/grants/federal-regulations-policies/index.html:

   i. The General Terms and Conditions for Non-Research Grants and Cooperative Agreements

   ii. HHS Grants Policy Statement

   iii. Federal Funding Accountability and Transparency Act (FFATA)

   iv. Anti-Lobby Restrictions for CDC Grant Recipients

   v. Grantee Notification Guidance on the Establishment of Subaccounts

4. The Grant will be used solely for the following purpose(s), as outlined in this Grant Agreement. Grant funds may not be expended for any other purpose without NRPA's prior written approval. You will repay any portion of the Grant that is not used for the purpose stated in this Grant Agreement.

   a. Increase the availability and sustainability of AAEBIs provided through local parks and recreation.

   b. Participate in NRPA's virtual Grantee Kick Off Call on December 12, 2024.

   c. Work to enroll 150 participants in Walk With Ease by June 30, 2026.

   d. Participate in the *Supporting Healthy Aging through Parks and Recreation Community of Practice (CoP).*

      i. Attend CoP quarterly sessions with NRPA staff and consultants (dates are TBD).

      ii. Complete coursework outside of the four CoP quarterly sessions.

      iii. Engage with other CoP members to increase the equitable dissemination, delivery and sustainability of AAEBIs through park and recreation agencies.

   e. Collaborate with NRPA to conduct evaluation and AAEBI tracking activities and submit information quarterly to NRPA as requested regarding:

i. Collaborate with NRPA to conduct evaluation and AAEBI tracking activities and submit information quarterly to NRPA as requested regarding:

ii. Reach of AAEBIs (# of participants, demographics, etc.)

iii. Completion of instructor trainings

iv. Updates on project status and timeline for planned activities/elements

v. Impact stories

vi. Pictures documenting progress and activities (if applicable)

f. Participate in other AAEBI implementation and delivery evaluation activities as requested including bi-monthly grantee networking calls, interviews, focus groups, hosting a site visit, and surveys to document best practices to help inform resources and tools related to recruitment and partnership building.

g. Conduct local community outreach through web, social media, and local press release to help promote the Project.

h. Document and share with NRPA success stories, press releases, photos, videos, quotes, local media coverage and highlights throughout the project and grant period.

i. Complete project and submit a final report (template provided by NRPA) by July 31, 2026, describing the success(es) of the project and how the grant funds were utilized upon completion of the project.

5. None of the funds issued by NRPA will be utilized in a manner contrary to the charitable and educational purposes of NRPA.

6. NRPA designates Natalia Ospina to serve as NRPA's liaison and to assist the NRPA in supervising, monitoring and evaluating the expenditure of grant funds and the progress made in accomplishing the grant project. NRPA may appoint one or more additional liaisons as NRPA deems appropriate, and NRPA in its sole discretion may change the designation of any or all of its liaisons from time to time. Grantee will fully cooperate with such liaisons and will provide them with such information as they may request from time to time on NRPA's behalf regarding the Grant.

7. Grantee will maintain records of receipts and expenditures with respect to all Grant funds and will make Grantee's books and records with respect to the Grant available to NRPA and its representatives if requested. Grantee will submit a full and complete annual written report to Grantor by July 31, 2026, and such interim reports as the NRPA or its representatives may require from time to time. Such reports may include: (a) a detailed accounting of the use or expenditure of all Grant funds; (b) a description of

Grantee's compliance with the terms of this Agreement; (c) the progress made in accomplishing the objectives of the Grant as set forth in the Grant Application, if applicable; (d) an attestation that Grant funds were used solely for expenditures permitted under this Agreement; and (e) such other information as NRPA or its representatives may reasonably request. Grantee will provide any other documents, materials and information reasonably requested by NRPA or its representatives. Grantee will keep the financial records with respect to the Grant, along with copies of any reports submitted to NRPA, for at least four years following expenditure of the Grant funds.

8. Grantee will permit NRPA and its representatives, at NRPA's request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as NRPA and its representatives deem necessary or appropriate concerning the Grant.

9. Grantee agrees not to make any public statement regarding the Grant without the prior written approval of NRPA. Grantee will allow NRPA to review and approve the text of any proposed publicity concerning the Grant prior to its release. NRPA may include information regarding the Grant, including the amount and purpose thereof, any photographs Grantee may have provided to NRPA, Grantee's logo or trademark, or other information or materials about Grantee, in NRPA's periodic public reports and press releases and on NRPA's website and public media channels.

10. Subject to the limitations of Section 768.28 Florida Statutes, GRANTEE agrees to be responsible for all claims, actions, demands, suits, losses, expenses, judgments and liabilities arising out of or from the negligent acts and omissions of GRANTEE and its elected officials, employees, and agents, occurring in connection with this Agreement. Nothing herein shall be construed as a waiver of the County's sovereign immunity afforded by the Florida Constitution or of the provisions of Section 768.28 Fla. Stat., nor as County's consent to be sued by third parties.

11. In addition to NRPA's rights with respect to disbursement of Grant funds under any other provision of this Grant Agreement, NRPA reserves the right to discontinue, modify or withhold any disbursement of Grant funds or to require a total or partial refund of any Grant funds if, in NRPA's sole discretion, such action is necessary: (a) because Grantee has not fully complied with the terms and conditions of the Grant or this Grant Agreement; (b) to protect the purpose and objectives of the Grant or any other charitable interest of NRPA; or (c) to comply with the requirements of any law or regulation applicable to Grantee, NRPA, or the Grant.

12. Grantee understands that NRPA requires Grantee to complete and return IRS Form W-9 (attached) as a precondition for payment of the Grant.

13. Grantee understands that NRPA will distribute Grant Funds to support the requirements of the grant within thirty (30) days of receipt of both this executed Letter of Agreement and the Grantee's IRS Form W-9.

    a. Grant Funds will be distributed in the form of a check in the full Grant amount.

    b. No matching funds are required.

14. Grantee understands that the NRPA has no obligation to provide additional funds to the Grantee for this Project or any other project or purposes.

15. The individual signing this Grant Agreement on behalf of Grantee hereby certifies that: (a) they are a duly elected and authorized officer of Grantee; and (b) they are authorized to accept the Grant on behalf of Grantee and to obligate Grantee to observe all of the terms and conditions placed on the Grant, and in connection with the Grant, to make, execute and deliver on behalf of the Grantee this Grant Agreement and all representations, receipts, reports and other instruments of every kind.

16. This Grant Agreement will be construed in accordance with and governed by the laws of the Commonwealth of Virginia, without regard to conflicts of laws principles. In addition, all disputes arising under this Grant Agreement shall be resolved in any local or federal court in the Commonwealth of Virginia, and Grantee agrees, solely for purposes of this Agreement, to submit to the personal jurisdiction of that court.

Please contact me with any questions concerning the requirements of this letter.

Accepted and Acknowledged by:	Sincerely,
_____	_____
Print Name and Title:	Printed Name and Title:
_____	Kellie May, Chief Partnerships Officer
Date: _____	Date: _____

NATIONAL RECREATION AND PARK ASSOCIATION

ATTEST:

BOARD OF COUNTY COMMISSIONERS

MARTIN COUNTY, FLORIDA

_____

CAROLYN TIMMANN, CLERK OF THE

CIRCUIT COURT AND COMPTROLLER

_____

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

_____

SARAH W. WOODS, COUNTY ATTORNEY

Office of Management and Budget - Supplemental Memo Attachments

Item #2 – Permission to Accept the Florida Department of Transportation (FDOT) Local Agency Program (LAP) Grant 444405-2-58-01 / 444405-2-68-01 SR-714 SE Monterey Road and CR-A1A Multimodal Pathway Project

Documents Requiring Action:

- Local Agency Program Grant Agreement
- Board Resolution
- Budget Resolution
- FY25 Amended CIP Sheet

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 444405-2-58-01	FPN: 444405-2-68-01	FPN:
Federal No (FAIN): D424-076-B	Federal No (FAIN): D424-076-B	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund:	Fund:	Fund:
Org Code: 55043010404	Org Code: 55043010404	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No:89 Contract No: 89
Recipient Vendor No: F-5900000743006 Recipient Unique Entity ID (UEI) No: DLPGAUQK4LX8

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Martin County ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in SR-714 SE MONTEREY ROAD AND CR-A1A MULTIMODAL PATHWAY, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 6/30/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 2,532,465.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $2,246,880.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part

thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

☒ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

By: _____
Name: SARAH HEARD
Title: CHAIR

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: JOHN P. KRANE, P.E.
Title: DIRECTOR TRANSPORTATION DEVELOPMENT

ATTEST:

_____
CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

Legal Review:

_____
FRANCINE STEELMAN
INTERIM CHIEF COUNSEL, DISTRICT FOUR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

_____
SARAH W. WOODS, COUNTY ATTORNEY

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 444405-2-58-01/ 444405-2-68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

MARTIN COUNTY (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.723

89000013	COMPOSITE	0.25 / 0.387
89000013	COMPOSITE	0.387 / 0.429
89030000	LEFT RDWY	18.29 / 18.67
89030000	RIGHT RDWY	18.29 / 18.67
89092000	LEFT RDWY	1.516 / 1.68
89092000	RIGHT RDWY	1.553 / 1.582

PROJECT DESCRIPTION: Construction Engineering Inspection Services and Construction of a 10’ multimodal path will connect to existing bicycle lanes on the north and south side of SE Monterey Road and to the existing sidewalk on the north side of SE Monterey Road, as well as to the existing lane on SE Palm Beach Road at SE 16th Court.
- Replacement of the sidewalk on SE Dixie Hwy to extend it to a 10’ wide multimodal path.
- Reconfigure existing drainage ditches
- Install streetlight poles and utilities.
- Install crosswalks
- Install pavement striping
- Install signage
- Install signals

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department’s review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project’s activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A
b) Design to be completed by N/A
c) Right-of-Way requirements identified and provided to the Department by N/A
d) Right-of-Way to be certified by 3/7/2025
e) Construction contract to be let by 6/30/2025

LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Martin County 2401 SE Monterey Rd., Stuart, FL 34996	444405-2-58-01 444405-2-68-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2025 (Carbon Reduction Program)	$ 1,893,392.00	$ 285,585.00	$ 0.00	$ 1,893,392.00
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 1,893,392.00	$ 285,585.00	$ 0.00	$ 1,893,392.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2025 (Surface Transportation Block Grant Program)	$ 209,590.00	$ 0.00	$ 0.00	$ 209,590.00
FY: 2025 (Carbon Reduction Program)	$ 143,898.00	$ _____	$ _____	$ 143,898.00
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 353,488.00	$ 0.00	$ 0.00	$ 353,488.00
(Insert Phase)				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 2,246,880.00	$ 285,585.00	$ 0.00	$ 2,246,880.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Mya Gray
District Grant Manager Name

Signature Date

EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1**
Award Amount:	**$2,246,880.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. _25-XXX__

REGARDING AUTHORIZING THE EXECUTION OF A LOCAL AGENCY PROGRAM AGREEMENT BETWEEN MARTIN COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR FUNDING ASSISTANCE BY THE DEPARTMENT FOR THE SR-714 SE MONTEREY ROAD AND CR-A1A MULTIMODAL PATHWAY PROJECT.

WHEREAS, the Martin County Board of County Commissioners has made the following determinations of facts:

1. The Florida Department of Transportation requested that Martin County execute a Local Agency Program Agreement for funding assistance by the Department for the SR-714 SE Monterey Road and CR-A1A Multimodal Pathway FM# 444405-2-58-01 and FM#444405-2-68-01, which provides for joint responsibilities of the Department and the County and to deliver such Agreement to the Department.

2. The Board has determined that it is appropriate to enter into a Local Agency Program Agreement with the Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, Martin County, Florida**:**

A. The Board hereby authorizes the Chairman of the Martin County Board of County Commissioners to execute and deliver to the Florida Department of Transportation the Local Agency Program Agreement for funding assistance by the Department for the SR-714 SE Monterey Road and CR-A1A Multimodal Pathway Project; and

B. The Board hereby authorizes the Martin County Administrator, or designee, to execute and deliver to the Florida Department of Transportation any non-monetary Local Agency Program Supplemental Agreements and/or time extensions upon review and approval of the Martin County Attorney's Office.

DULY PASSED AND ADOPTED THIS 11th__ DAY OF _February___, 2025

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____

CAROLYN TIMMANN (SEAL)
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

_____

SARAH HEARD,
CHAIR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____

SARAH W. WOODS
COUNTY ATTORNEY

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE SR-714 SE MONTEREY ROAD AND CR-A1A MULTIMODAL PATHWAY (LAP) PROJECT GRANT REVENUES AND APPROPRIATIONS

WHEREAS, The Florida Department of Transportation (FDOT) has agreed to participate in the SR-714 SE Monterey Road and CR-A1A multimodal pathway (LAP) project up to the maximum amount of $2,246,880; and

WHEREAS, Martin County is required to provide local funding for costs in excess of the programmed funding and for costs that have not received the required approval from FDOT; and

WHEREAS, Unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), F.S.;

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE REVENUES AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES:						
128006	1323	33149	000	101611	$ 2,246,880.00	Federal Grants/Other Transportation
TOTAL:					**$ 2,246,880.00**	
APPROPRIATIONS:						
128006	1323	06300	541	101611	$ 2,246,880.00	Improvements Other Than Buildings
TOTAL:					**$ 2,246,880.00**	

DULY PASSED AND ADOPTED THIS 11TH DAY OF FEBRUARY, 2025

ATTEST:

Carolyn Timmann, Clerk of the Circuit Court and Comptroller

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Sarah Heard, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

February 11, 2025 — Agenda Date
Dept-1 — Item Number

Batch Number — Input Date

SR-714 SE Monterey Road and CR-A1A Multimodal Pathway Amended 2/11/2025

Category Concurrency
Project Number 101611
Location Stuart
District 2

Project Limits SE Monterey Road (SR-714) at SE Dixie Highway / SE Palm Beach Road

Related Projects N/A
Lead Dept/Division Public Works / Traffic Engineering
Year Project Initiated 2023

Project Life Cycle _____ Years

Resilience Requirements ☐ 2040 Vulnerability ☐ 2070 Vulnerability ☐ 2100 Vulnerability

DESCRIPTION
Pedestrian and bicyclist improvements at the intersection of SE Monterey Road, SE Palm Beach Road, and SE Dixie Highway. The multimodal pathway will be along the east side of SE Dixie Highway from Monterey Road to SE Airport Road.

BACKGROUND
2022 Metropolitan Planning Organization Priority #8

PROJECT ORIGINATION
FDOT Work Plans

JUSTIFICATION
This project is prioritized by the Metropolitan Planning Organization Board.

				Funded					Unfunded
Expenditures	**Total**	**To Date**		**FY25**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30-FY34**
Design	339,252	339,252							
Construction	2,246,880			2,246,880					
Expenditure Total	**2,586,132**	**339,252**		**2,246,880**	-	-	-	-	-
Revenues	**Total**	**To Date**	**Carryover**	**FY25**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30-FY34**
Impact Fees	339,252	339,252							
State Funds	2,246,880			2,246,880					
Revenue Total	**2,586,132**	**339,252**	-	**2,246,880**	-	-	-	-	-
							Total Unfunded		-

OPERATING BUDGET IMPACT
This project is on both the State Highway System (SR-714) and Martin County Road A1A (Dixie Highway). Maintenance responsibility of the multimodal path along A1A will fall to Martin County. Maintenance costs during the first 5 years following construction will be minimal; Sidewalk/multimodal path annual maintenance costs average $1,500/mile.

Office of Management and Budget - Supplemental Memo Attachments

Item #3 - Permission to Accept the Bureau of Justice Assistance (BJA) FY 2024 Criminal Alien Assistance Program Grant – Award Number 15PBJA-24-RR-05664-SCAA

Documents Requiring Action:

- Grant Contract Signatures

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	MARTIN, COUNTY OF 800 SE MONTEREY RD
City, State and Zip:	STUART, FL 34994
Recipient UEI:	VMMHBJKKC3E4
Project Title: Martin County Sheriff's Office, Department of Corrections is requesting funding to offset the costs due to the incarceration of undocumented criminal aliens held within the corrections facility.	**Award Number:** 15PBJA-24-RR-05664-SCAA
Solicitation Title: BJA FY24 State Criminal Alien Assistance Program	
Federal Award Amount: $15,988.00	**Federal Award Date:** 1/16/25
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Reimbursement
Opportunity Category: O **Assistance Listing:** 16.606 - State Criminal Alien Assistance Program	
Project Period Start Date: 7/1/22	**Project Period End Date:** 12/31/25
Budget Period Start Date: 7/1/22	**Budget Period End Date**: 12/31/25
Project Description:	

Award Letter

January 16, 2025

Dear Don Donaldson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you that the Office of Justice Programs (OJP) has approved the application submitted by MARTIN, COUNTY OF for a Payment Award (non-grant) under the funding opportunity entitled 2024 BJA FY24 State Criminal Alien Assistance Program. The approved payment amount is $15,988.
Review the award instrument below carefully and familiarize yourself with all requirements before accepting your payment award. The award instrument includes the payment award offer and award acceptance. In connection with this payment award, references to the term “award” should be understood as this payment award.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the award offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven’t already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations on your payment award.

Brent J. Cohen
Acting Assistant Attorney General

Award Information

This award is offered subject to the conditions or limitations set forth in the award instrument.

Recipient Information

Recipient Name
MARTIN, COUNTY OF

UEI
VMMHBJKKC3E4

Street 1
800 SE MONTEREY RD

Street 2

City
STUART

State/U.S. Territory
Florida

Zip/Postal Code
34994

Country
United States

County/Parish
no value

Province
no value

Award Details

Payment Award Date
1/16/25

Award Type
Initial

Award Number
15PBJA-24-RR-05664-SCAA

Supplement Number
00

Payment Award Amount
$15,988.00

Funding Instrument Type
Reimbursement

Assistance Listing Number	Assistance Listings Program Title
16.606	State Criminal Alien Assistance Program

Statutory Authority

8 U.S.C. 1231(i) and 1365. Department of Justice Appropriations Act 2024 (Pub. L. No. 118-42, 138 Stat. 25, 147)

[ ] *I have read and understand the information presented in this section of the award instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the award instrument.

Condition 1
In accepting this award, the recipient declares and certifies, among other things, that it has current information in the System for Award Management, as indicated in 2 C.F.R. Part 25.

Condition 2
In accepting this award, the recipient declares and certifies, among other things, that any payment made will be used only for “correctional purposes,” as required by 8 U.S.C. § 1231(i)(6).

[ ] *I have read and understand the information presented in this section of the award instrument.*

SCAAP Certifications

Applicant Government and Submitting Government Official

On behalf of myself and the applicant government, and in support of this SCAAP application, I certify to OJP, under penalty of perjury, that the information on the applicant government and the submitting government official entered above as part of this online SCAAP application is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review, and is provided in accordance with the requirements, definitions, and instructions set out in the SCAAP solicitation under which this application is submitted for funding. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this and all other certifications in this online application as material representations in any decision to make a SCAAP payment to the applicant government in response to this application.

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant "State" or "unit of local government" to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also understand and acknowledge that payments under OJP programs such as SCAAP, including certifications provided in connections with such payments, are subject to review by DOJ, including by OJP and the DOJ's Office of the Inspector General.

Information on "Eligible Inmates"

On behalf of myself and the applicant government, and in support of this SCAAP application, I certify to OJP, under penalty of perjury, that the information on "eligible inmates" entered or uploaded as part of this online SCAAP application (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the SCAAP solicitation under which this application is submitted for funding, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment to the applicant government in response to this application and that this certification is subject to review by DOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

Information on "Correctional Officers" and "Facilities"

On behalf of myself and the applicant government, and in support of this SCAAP application, I certify to OJP, under penalty of perjury, that the information on "correctional officers" and "correctional facilities" entered or uploaded as part of this online SCAAP application (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the SCAAP solicitation under which this application is submitted for funding, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment to the applicant government in response to this application, and that this certification is subject to review by DOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

[ ] *I have read and understand the information presented in this section of the award instrument.*

SCAAP Use Of Funds

In accepting this award, the recipient declares and certifies, among other things, that any payment made will be used only for “correctional purposes,” as required by 8 U.S.C. § 1231(i)(6). Please select at least one of the options below to indicate that payment will be used for one of the following allowable “correctional purposes.”

no value Salaries for corrections officers

no value Overtime costs

no value Corrections work force recruitment and retention

no value Construction of corrections facilities

no value Training/education for offenders

no value Training for corrections officers related to offender population management

no value Consultants involved with offender population

no value Medical and mental health services

no value Vehicle rental/purchase for transport of offenders

no value Prison industries

no value Pre-release/reentry programs

no value Technology involving offender management/inter-agency information sharing

no value Disaster preparedness continuity of operations for corrections facility

[ ] *I have read and understand the information presented in this section of the award instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and

certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	1/13/25 4:31 PM

Authorized Representative

[ ] no value

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

Office of Management and Budget - Supplemental Memo Attachments

Item #4 - Permission to Accept the Florida Department of Transportation (FDOT) Public Transportation Grant Agreement (PTGA) Grant 454788-1-94-01 Runway 12-30 Precision Approach Path Indicator (PAPI) and Runway End Identifier Lights (REIL) Replacement (Design)

Documents Requiring Action:

- Grant Contract
- Budget Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/24

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
454788-1-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55042010429
				Vendor Number:	VF596000743013
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Martin County BOCC, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Runway 12-30 PAPI and REIL Replacement (Design), as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   X **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   _ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

X Exhibit F: Contract Payment Requirements
__ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $125,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $3,125 and, the Department's participation in the Project shall not exceed 2.50% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing**. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project**

Description and Responsibilities, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

   i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

   ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

   Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

   Pursuant to Section 216.1366, F.S., the term:

   iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
   iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,

severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

v. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state fo distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include

operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

_____
SARAH W. WOODS, COUNTY ATTORNEY

ATTEST:

_____
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: John P. Krane, P.E.

Title: Director of Transportation Development

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)): Runway 12-30 PAPI and REIL Replacement (Design)

B. Project Location (limits, city, county, map): Witham Field/Stuart, FL/Martin

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size):

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

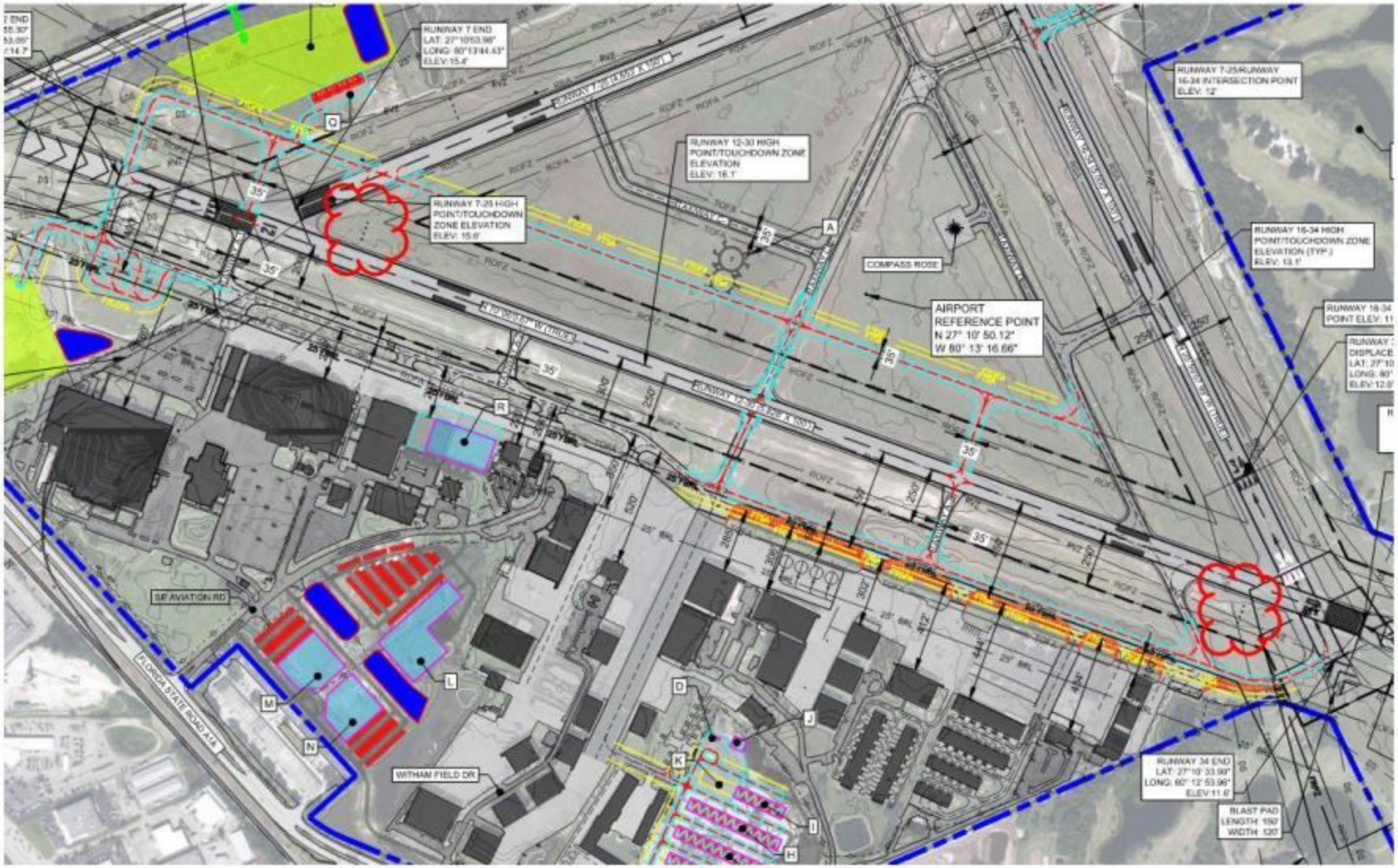

RUNWAY 7 END
LAT: 27° 10'53.98"
LONG: 80°13'44.43"
ELEV: 15.6'
RUNWAY 12-30 HIGH POINT/TOUCHDOWN ZONE ELEVATION
ELEV: 16.1'
RUNWAY 7-25 HIGH POINT/TOUCHDOWN ZONE ELEVATION
ELEV: 15.6'
RUNWAY 7-25/RUNWAY 16-34 INTERSECTION POINT
ELEV: 12'
RUNWAY 16-34 HIGH POINT/TOUCHDOWN ZONE ELEVATION (TYP.)
ELEV: 13.1'
COMPASS ROSE
AIRPORT REFERENCE POINT
N 27° 10' 50.12"
W 80° 13' 16.66"
SF AVIATION RD
WITHAM FIELD DR
FLORIDA STATE ROAD A1A
RUNWAY 34 END
LAT: 27°10' 33.99"
LONG: 80° 12' 53.96"
ELEV: 11.6'
BLAST PAD
LENGTH: 150'
WIDTH: 120'

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454788-1-94-01	DPTO	088719	2025	740100	N/A	N/A	$3,125.00
454788-1-94-01	FAA	088719	2025	740100	N/A	N/A	$118,750.00
454788-1-94-01	LF	088719	2025	740100	N/A	N/A	$3,125.00
	Total Financial Assistance						$125,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$3,125.00	$3,125.00	$118,750.00	$125,000.00	2.50	2.50	95.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$3,125.00	$3,125.00	$118,750.00	$125,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Laurie Mcdermott
Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Laurie Mcdermott (email: Laurie.mcdermott@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. **Florida Statutes (F.S.)**
      - Chapter 163, F.S., Intergovernmental Programs
      - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
      - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
      - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
      - Chapter 332, F.S., Airports and Other Air Navigation Facilities
      - Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

   a. A public transit provider as defined in s. 341.031(1), F.S.;
   b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
   d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE FDOT REPLACE PAPIs and REILs ON 12/30 WITH LED UNITS (DESIGN) FUND REVENUES AND APPROPRIATIONS

WHEREAS, The Martin County Airport has received a Florida Department of Transportation (FDOT) grant for 2.5% of the total cost of the REPLACE PAPIs and REILs ON 12/30 WITH LED UNITS (DESIGN) in the amount of $3,125; and

WHEREAS, Martin County Airport Fund is providing a 2.5% match in the amount of $3,125 for the total project cost of $125,000; and

WHEREAS, The remaining 95% balance of the project cost will be provided by a forthcoming Federal Aviation Administration (FAA) grant in the amount of $118,750 to fully fund the project in FY2025; and

WHEREAS, Appropriations of unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), Fla. Stat., and

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE RECEIPTS AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

FUND

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES:						
13691	1332	38930	000		$3,125.00	Proprietary Fund - State Grants
13691	1332	814300	000		$3,125.00	Transfer from Fund 4300
TOTAL:					**$6,250.00**	
APPROPRIATIONS:						
13691	1332	06300	542		$6,250.00	Improvements Other Than Buildings
TOTAL:					**$6,250.00**	

DULY PASSED AND ADOPTED THIS 11th DAY OF FEBRUARY , 2025

ATTEST:

Carolyn Timmann, Clerk of the Circuit Court and Comptroller

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Sarah Heard, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

Agenda Date — Item Number: DEPT-1

Batch Number — Input Date

Office of Management and Budget - Supplemental Memo Attachments

Item #5 - Permission to Accept the Florida Department of Transportation (FDOT) Public Transportation Grant (PTGA) Agreement 453359-1-94-01 SUA Hold Bay Extension (Construction)

Documents Requiring Action:

- Grant Contract (2 copies)
- FY25 Amended CIP Sheet
- Budget Resolution (2 copies)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/24

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
453359-1-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55042010429
				Vendor Number:	VF596000743013
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Martin County BOCC, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Hold Bay Extension (Construct), as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   __ **Aviation**
   __ **Seaports**
   __ **Transit**
   __ **Intermodal**
   __ **Rail Crossing Closure**
   X **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   __ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   __ *Exhibit B1: Deferred Reimbursement Financial Provisions
   __ *Exhibit B2: Advance Payment Financial Provisions
   __ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   __ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)
   X Exhibit F: Contract Payment Requirements

__ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through July 31, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $1,506,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $37,650 and, the Department's participation in the Project shall not exceed 2.50% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing**. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project**

Description and Responsibilities, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. Notification Requirements When Performing Construction on Department's Right-of-Way. In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards. The Agency shall comply and require its contractors and subcontractors to comply with all terms

and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

   i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

   ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

   Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

   Pursuant to Section 216.1366, F.S., the term:

   iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
   iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,

severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

v. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state fo distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include

operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL
SUFFICIENY:

_____
SARAH W. WOOD, COUNTY ATTORNEY

ATTEST:

_____
CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: John P. Krane, P.E.

Title: Director of Transportation Development

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)): Hold Bay Extension (Construct)

B. Project Location (limits, city, county, map): Witham Field/Stuart, FL/Martin

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Apron Rehabilitation/Reconstruction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, pavement markings, lighting and signage, drainage, and utilities, including all materials, equipment, labor, and incidentals required to rehabilitate or reconstruct the apron pavement. The Sponsor will comply with Aviation Program Assurances.

Apron (Construction/Extension/Strengthening): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, lighting system improvements (includes conduits, lights, conductors, cans, lightning protection, vault, and ALCS upgrades), high-mast lights and signage, drainage, utilities, and fencing and gates, including all materials, equipment, labor, and incidentals required to construct the apron pavement. The Sponsor will comply with Aviation Program Assurances.

Apron Lighting Installation/Upgrade: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey costs, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, demolition, trenching and backfilling, high-mast lights, signage, airfield lighting, cables, guidance signs, conduits, lightning protection, structural concrete, required vault equipment modifications, and pavement repairs, including all materials, equipment, labor, and incidentals required to complete the work. The Sponsor will comply with Aviation Program Assurances.

Apron Markings: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey, construction inspection costs, mobilization and demobilization, maintenance of traffic, pavement marking removal, surface preparation, pavement markings, and safety barricades, including all materials, equipment, labor, and incidentals required to mark the apron. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

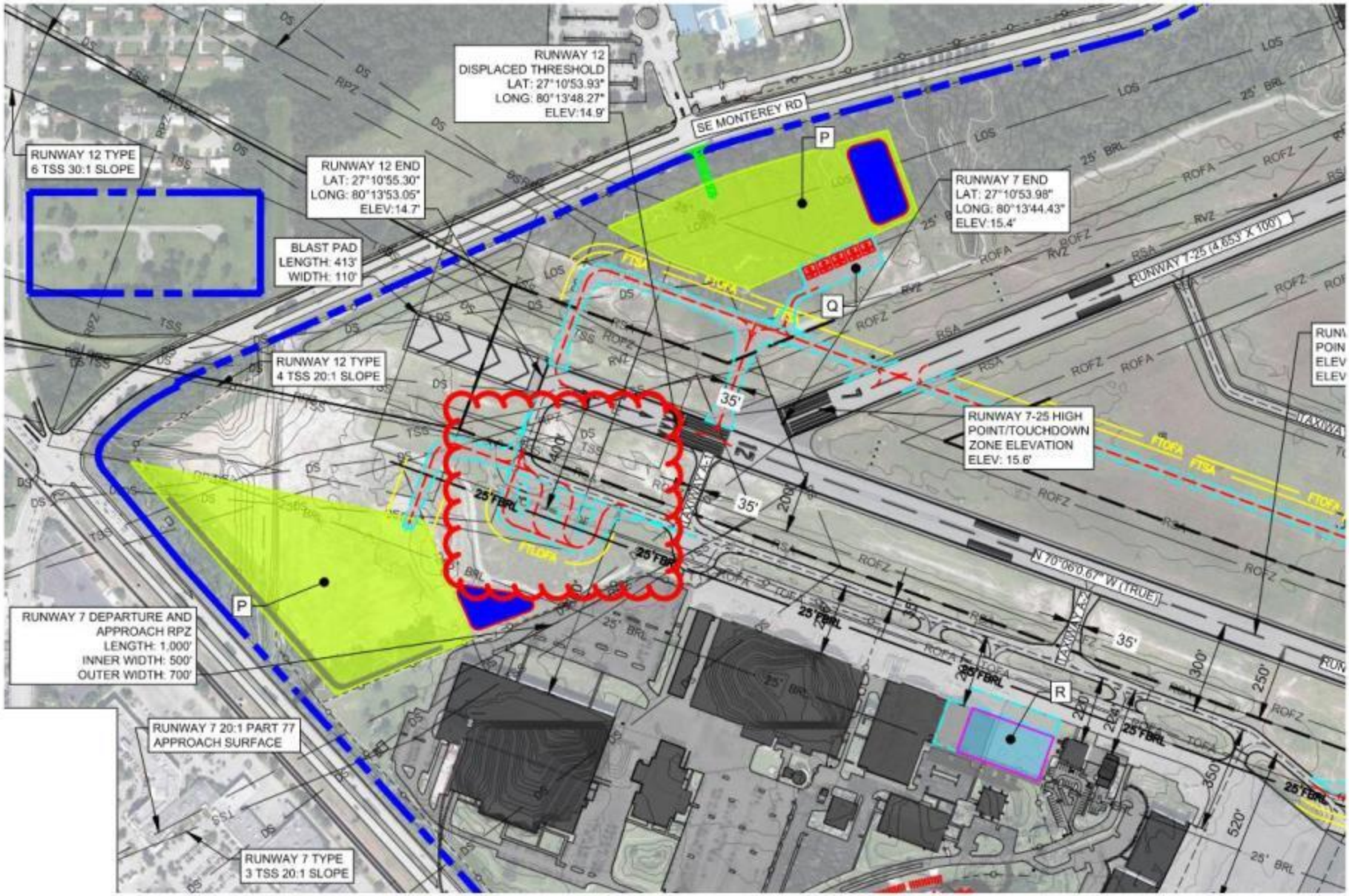

RUNWAY 12
DISPLACED THRESHOLD
LAT: 27°10'53.93"
LONG: 80°13'48.27"
ELEV:14.9'
SE MONTEREY RD
RUNWAY 12 TYPE
6 TSS 30:1 SLOPE
RUNWAY 12 END
LAT: 27°10'55.30"
LONG: 80°13'53.05"
ELEV:14.7'
BLAST PAD
LENGTH: 413'
WIDTH: 110'
RUNWAY 7 END
LAT: 27°10'53.98"
LONG: 80°13'44.43"
ELEV:15.4'
RUNWAY 12 TYPE
4 TSS 20:1 SLOPE
RUNWAY 7-25 HIGH
POINT/TOUCHDOWN
ZONE ELEVATION
ELEV: 15.6'
RUNWAY 7 DEPARTURE AND
APPROACH RPZ
LENGTH: 1,000'
INNER WIDTH: 500'
OUTER WIDTH: 700'
RUNWAY 7 20:1 PART 77
APPROACH SURFACE
RUNWAY 7 TYPE
3 TSS 20:1 SLOPE
N 70°06'0.67" W (TRUE)
P
Q
R

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
453359-1-94-01	DPTO	088719	2025	740100	N/A	N/A	$37,650.00
453359-1-94-01	FAA	088719	2025	740100	N/A	N/A	$1,430,700.00
453359-1-94-01	LF	088719	2025	740100	N/A	N/A	$37,650.00
	Total Financial Assistance						$1,506,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$37,650.00	$37,650.00	$1,430,700.00	$1,506,000.00	2.50	2.50	95.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$37,650.00	$37,650.00	$1,430,700.00	$1,506,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Laurie McDermott
Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Laurie McDermott (email: Laurie.mcdermott@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. **Florida Statutes (F.S.)**
      - Chapter 163, F.S., Intergovernmental Programs
      - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
      - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
      - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
      - Chapter 332, F.S., Airports and Other Air Navigation Facilities
      - Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

   a. A public transit provider as defined in s. 341.031(1), F.S.;
   b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
   d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

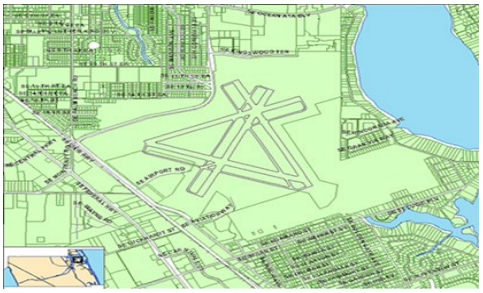
The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

Airport Pavement Rehabilitation Amended 2/11/2025

Category Non-Concurrency
Project Number 3202
Location Witham Field
District 2

Project Limits Witham Field

Related Projects None
Lead Dept/Division Airport
Year Project Initiated ongoing



Project Life Cycle _____ Years
Resilience Requirements ☐ 2040 Vulnerabilty ☐ 2070 Vulnerability ☐ 2100 Vulnerability

DESCRIPTION

FY25 Rehabilitation of MC Non-Movement Areas PH IV -Taxilane B (Construction)
FY25 Taxiway A/Hold Bay Extension (Construction)
FY25 RWY 12 EMAS Field Strength Test (FST)
FY27 Rehabilitation of Runway 7-25 (Construction)
FY28 Replace Runway 12-30 EMAS (Design)
FY29 Mill & Resurface, MITL Replacement, Taxiway C & C1 (Design)
FY29 Replace Runway 12-30 EMAS (Construction)

BACKGROUND

The airport uses the Airport Master Plan Update and the Statewide Airfield Pavement Management Program (SAPMP) to monitor pavement conditions and airfield infrastructure and make informed decisions about their capital investment. The proposed pavement projects won't affect the airport's operating capacity or change its geometry.

PROJECT ORIGINATION

Health/Safety Concerns

JUSTIFICATION

The airport shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards required or prescribed by applicable federal, state, and local agencies for maintenance and operation.

				Funded					Unfunded
Expenditures	**Total**	**To Date**		**FY25**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30-FY34**
Design	1,249,989			299,989			450,000	500,000	
Construction	23,946,000			3,346,000		4,600,000		16,000,000	
Expenditure Total	**25,195,989**	**0**		**3,645,989**	**0**	**4,600,000**	**450,000**	**16,500,000**	**0**
Revenues	**Total**	**To Date**	**Carryover**	**FY25**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30-FY34**
Airport Fees	2,237,969		220,189	175,280		920,000	22,500	900,000	
Grants	22,958,020			3,250,520		3,680,000	427,500	15,600,000	
Revenue Total	**25,195,989**	**0**	**220,189**	**3,425,800**	**0**	**4,600,000**	**450,000**	**16,500,000**	**0**
							Total Unfunded		**0**

OPERATING BUDGET IMPACT

Airport Administration will have to adjust operational budgets to maintain any enhancements acquired by these CIP projects.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE FDOT REHABILITATION OF SUA HOLD BAY EXTENSION (CONSTRUCTION) FUND REVENUES AND APPROPRIATIONS

WHEREAS, The Martin County Airport has received a Florida Department of Transportation (FDOT) grant for 2.5% of the total cost of the SUA Hold Bay Extension at the Runway 12 end of Taxiway Alpha (CONSTRUCTION) in the amount of $37,650; and

WHEREAS, Martin County Airport Fund is providing a 2.5% match in the amount of $37,650 for the total project cost of $1,506,000; and

WHEREAS, The remaining 95% balance of the project cost will be provided by a forthcoming Federal Aviation Administration (FAA) grant in the amount of $1,430,700 to fully fund the project in FY2025; and

WHEREAS, Appropriations of unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), Fla. Stat., and

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE RECEIPTS AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

FUND

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES:						
13693	1332	38930	000		$37,650.00	Proprietary Fund - State Grants
13693	1332	814300	000		$37,650.00	Transfer from Fund 4300
TOTAL:					**$75,300.00**	
APPROPRIATIONS:						
13693	1332	06300	542		$75,300.00	Improvements Other Than Buildings
TOTAL:					**$75,300.00**	

DULY PASSED AND ADOPTED THIS 11th DAY OF FEBRUARY , 2025

ATTEST:

Carolyn Timmann, Clerk of the Circuit Court and Comptroller

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Sarah Heard, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

Agenda Date

DEPT-1
Item Number

Batch Number

Input Date

Office of Management and Budget - Supplemental Memo Attachments

Item #6 - Permission to Accept the Florida Department of Transportation (FDOT) Public Transportation Grant (PTGA) Agreement 453361-1-94-01 Rehabilitation of Taxilane B (Construction)

Documents Requiring Action:

- Grant Contract
- FY25 Amended CIP Sheet
- Budget Resolution (2 copies)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/24

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
453361-1-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55042010429
				Vendor Number:	VF596000743013
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Martin County BOCC, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Rehabilitation of Taxilane B (Construct), as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   X **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   X **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   _ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)
   X Exhibit F: Contract Payment Requirements

__ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $2,042,747. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $921,790 and, the Department's participation in the Project shall not exceed 45.13% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing**. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project**

Description and Responsibilities, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. Notification Requirements When Performing Construction on Department's Right-of-Way. In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards. The Agency shall comply and require its contractors and subcontractors to comply with all terms

and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

   i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

   ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

   Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

   Pursuant to Section 216.1366, F.S., the term:

   iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
   iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,

severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

v. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state fo distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include

operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
SARAH HEARD, CHAIR

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: John P. Krane, P.E.

Title: Director of Transportation Development

APPROVED AS TO FORM & LEGAL SUFFICIENY:

_____
SARAH W. WOODS, COUNTY ATTORNEY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

ATTEST:

_____
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

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)): Rehabilitation of Taxilane B (Construct)

B. Project Location (limits, city, county, map): Witham Field/Stuart, FL/Martin

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size):

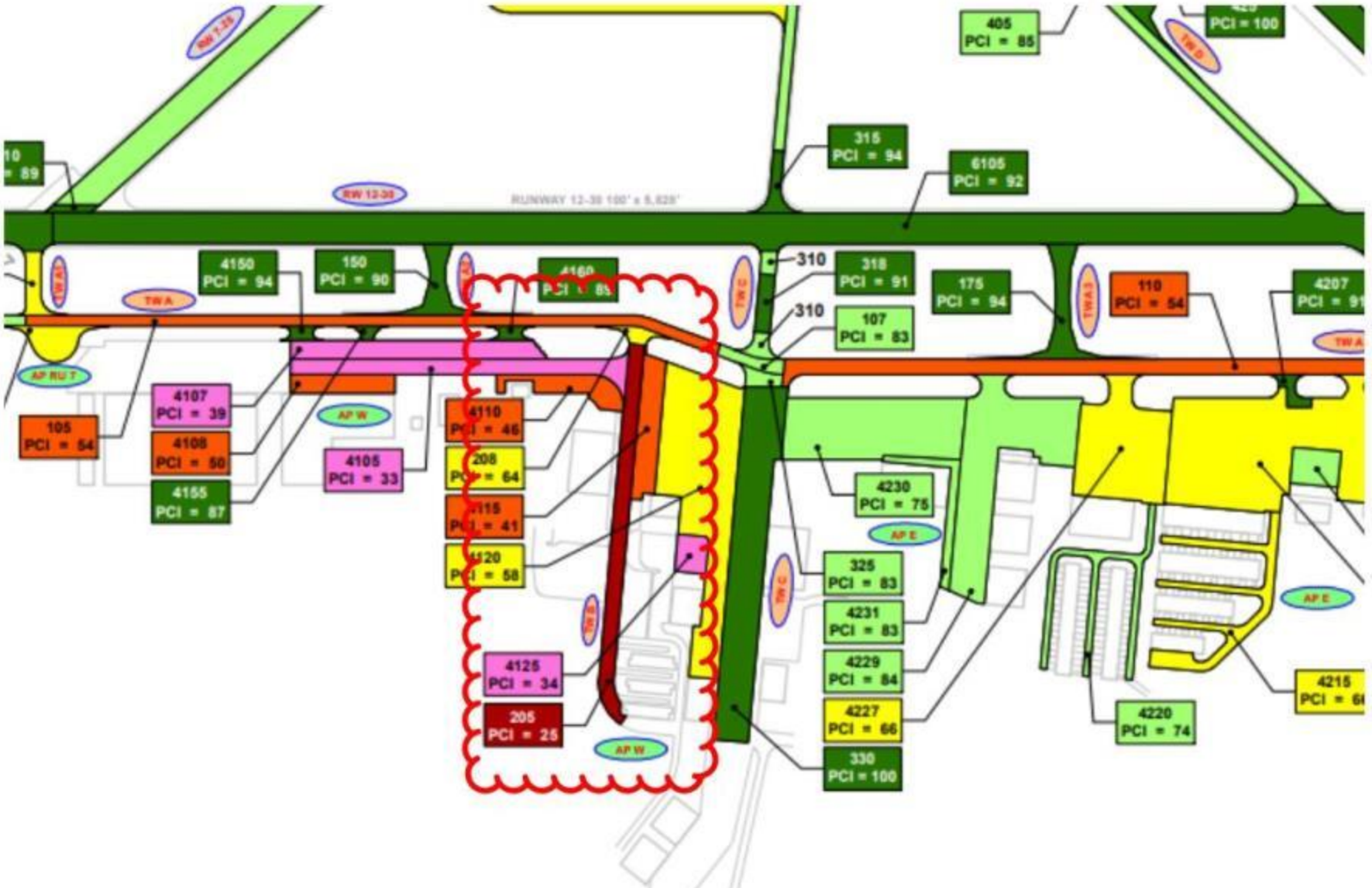
D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.


405
PCI = 85
PCI = 100
315
PCI = 94
6105
PCI = 92
RW 12-30
RUNWAY 12-30 100' x 5,828'
4150
PCI = 94
150
PCI = 90
310
318
PCI = 91
175
PCI = 94
110
PCI = 54
4207
310
107
PCI = 83
TW A
AP RU T
4107
PCI = 39
105
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4108
PCI = 50
4155
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AP W
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4110
208
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4115
4120
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4230
PCI = 75
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4231
PCI = 83
4229
PCI = 84
4227
PCI = 66
330
PCI = 100
4125
PCI = 34
205
PCI = 25
4220
PCI = 74
4215

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
453361-1-94-01	DPTO	088719	2025	740100	N/A	N/A	$921,790.00
453361-1-94-01	FAA	088719	2025	740100	N/A	N/A	$873,274.00
453361-1-94-01	LF	088719	2025	740100	N/A	N/A	$247,683.00
	Total Financial Assistance						$2,042,747.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$921,790.00	$247,683.00	$873,274.00	$2,042,747.00	45.13	12.12	42.75
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$921,790.00	$247,683.00	$873,274.00	$2,042,747.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	2.5% match to work that is FAA eligible and 80% match to work that is not FAA participating.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Laurie McDermott
Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Laurie McDermott (email: Laurie.mcdermott@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. **Florida Statutes (F.S.)**
      - Chapter 163, F.S., Intergovernmental Programs
      - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
      - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
      - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
      - Chapter 332, F.S., Airports and Other Air Navigation Facilities
      - Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

   a. A public transit provider as defined in s. 341.031(1), F.S.;
   b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
   d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

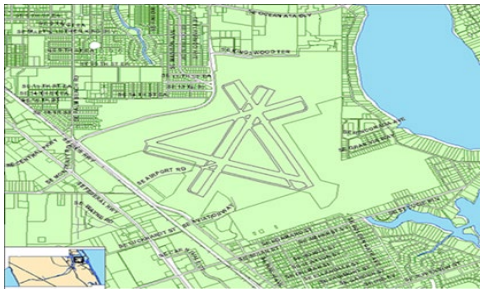
The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

Airport Pavement Rehabilitation Amended 2/11/2025

Category Non-Concurrency
Project Number 3202
Location Witham Field
District 2

Project Limits Witham Field

Related Projects None
Lead Dept/Division Airport
Year Project Initiated ongoing



Project Life Cycle _____ Years
Resilience Requirements ☐ 2040 Vulnerabilty ☐ 2070 Vulnerability ☐ 2100 Vulnerability

DESCRIPTION
FY25 Rehabilitation of MC Non-Movement Areas PH IV -Taxilane B (Construction)
FY25 Taxiway A/Hold Bay Extension (Construction)
FY25 RWY 12 EMAS Field Strength Test (FST)
FY27 Rehabilitation of Runway 7-25 (Construction)
FY28 Replace Runway 12-30 EMAS (Design)
FY29 Mill & Resurface, MITL Replacement, Taxiway C & C1 (Design)
FY29 Replace Runway 12-30 EMAS (Construction)

BACKGROUND
The airport uses the Airport Master Plan Update and the Statewide Airfield Pavement Management Program (SAPMP) to monitor pavement conditions and airfield infrastructure and make informed decisions about their capital investment. The proposed pavement projects won't affect the airport's operating capacity or change its geometry.

PROJECT ORIGINATION
Health/Safety Concerns

JUSTIFICATION
The airport shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards required or prescribed by applicable federal, state, and local agencies for maintenance and operation.

				Funded					Unfunded
Expenditures	**Total**	**To Date**		**FY25**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30-FY34**
Design	1,249,989			299,989			450,000	500,000	
Construction	23,946,000			3,346,000		4,600,000		16,000,000	
Expenditure Total	**25,195,989**	**0**		**3,645,989**	**0**	**4,600,000**	**450,000**	**16,500,000**	**0**
Revenues	**Total**	**To Date**	**Carryover**	**FY25**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30-FY34**
Airport Fees	2,237,969		220,189	175,280		920,000	22,500	900,000	
Grants	22,958,020			3,250,520		3,680,000	427,500	15,600,000	
Revenue Total	**25,195,989**	**0**	**220,189**	**3,425,800**	**0**	**4,600,000**	**450,000**	**16,500,000**	**0**
							Total Unfunded		**0**

OPERATING BUDGET IMPACT
Airport Administration will have to adjust operational budgets to maintain any enhancements acquired by these CIP projects.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE FDOT REHABILITATION OF TAXILANE B (CONSTRUCTION) FUND REVENUES AND APPROPRIATIONS

WHEREAS, The Martin County Airport has received a Florida Department of Transportation (FDOT) grant for 45.125% of the total cost of the REHABILITATION OF TAXILANE B (CONSTRUCTION) in the amount of $921,790; and

WHEREAS, Martin County Airport Fund is providing a 12.125% match in the amount of $247,6835 for the total project cost of $2,042,747; and

WHEREAS, The remaining 42.75% balance of the project cost will be provided by a forthcoming Federal Aviation Administration grant in the amount of $873,274 to fully fund the project in FY2025; and

WHEREAS, Appropriations of unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), Fla. Stat., and

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE RECEIPTS AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

FUND

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES:						
13692	1332	38930	000		$921,790.00	Proprietary Fund - State Grants
13692	1332	814300	000		$247,683.00	Transfer from Fund 4300
TOTAL:					**$1,169,473.00**	
APPROPRIATIONS:						
13692	1332	06300	542		$1,169,473.00	Improvements Other Than Buildings

.

TOTAL: **$1,169,473.00**

DULY PASSED AND ADOPTED THIS 11th DAY OF FEBRUARY , 2025

ATTEST:

Carolyn Timmann, Clerk of the Circuit Court and Comptroller

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Sarah Heard, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

DEPT-1

Agenda Date Item Number

Batch Number Input Date

Office of Management and Budget - Supplemental Memo Attachments

Item #7 - Request for Budget Transfer and Capital Improvement Plan (CIP) Modification from Utilities Department

Documents Requiring Action:

- Budget Transfer from Reserves to Project 3618
- CIP Sheet for the Martin Downs Wastewater Repump Station

Martin Downs Wastewater Repump Station - Revised

Category	Concurrency
Project Number	3618
Location	Martin Downs Wastewater Repump Station
District	5
Project Limits	Old Palm City
Related Projects	0808
Lead Dept/Division	Utilities
Year Project Initiated	Proposed during the FY22 CIP Workshop

DESCRIPTION

Design, permitting, and construction of a fifth booster pump at the Martin Downs Wastewater Repump Station.

BACKGROUND

CIP 0808, Old Palm City Septic to Sewer, will provide sewer service to approximately 1,015 parcels resulting in an estimated additional flow of 253,750 gallons per day at the Repump Station. The Repump Station currently repumps approximately 1.3 million gallons per day from the Palm City area of the County.

PROJECT ORIGINATION Infrastructure Needs

JUSTIFICATION

An additional booster pump is required at the Martin Downs Wastewater Repump Station due to the additional flows that will be created with CIP 0808.

				Funded					Unfunded
Expenditures	**Total**	**To Date**		**FY22**	**FY23**	**FY24**	**FY25**	**FY26**	**FY27-FY31**
Construction	545,000			425,000			120,000		
Expenditure Total	**545,000**	**0**		**425,000**	**0**	**0**	**120,000**	**0**	**0**
Revenues	**Total**	**To Date**	**Carryover**	**FY22**	**FY23**	**FY24**	**FY25**	**FY26**	**FY27-FY31**
CFC Sewer Fund	545,000			425,000			120,000		
Revenue Total	**545,000**	**0**		**425,000**	**0**	**0**	**120,000**	**0**	**0**
							Total Unfunded		**0**

OPERATING BUDGET IMPACT

There will be additional maintenance and electrical costs associated with the pump addition. The operational and maintenance expenses will be recovered from monthly utility (water/wastewater) bills.

BEFORE REVISION:

				Funded					Unfunded
Expenditures	**Total**	**To Date**		**FY22**	**FY23**	**FY24**	**FY25**	**FY26**	**FY27-FY31**
Construction	425,000			425,000					
Expenditure Total	**425,000**	**0**		**425,000**	**0**	**0**	**0**	**0**	**0**
Revenues	**Total**	**To Date**	**Carryover**	**FY22**	**FY23**	**FY24**	**FY25**	**FY26**	**FY27-FY31**
CFC Sewer Fund	425,000			425,000					
Revenue Total	**425,000**	**0**		**425,000**	**0**	**0**	**0**	**0**	**0**
							Total Unfunded		**0**

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 25-0387 DEPT-2 **Meeting Date:** 2/11/2025

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: Chief Procurement Officer

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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BCC MEETING DATE: February 11, 2025
AGENDA ITEM: DEPT-2

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners **DATE:** February 3, 2025

VIA: Don G. Donaldson, P.E.
County Administrator

FROM: Krysti L. Brotherton, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

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. **PROFESSIONAL SERVICES FOR THE BATHTUB BEACH / SAILFISH POINT BEACH NOURISHMENT PROJECT (2027) (RE-BID) (RFQ2024-3614)** – Professional services related to the Bathtub Beach / Sailfish Point Beach Nourishment project. Work includes design, permitting, performing baseline environmental and engineering investigations and analysis, pre-project surveys, bid support, construction engineering inspection (CEI) services, and permit-required post-construction monitoring and surveys.

   The Consultant may be required to obtain permits and/or permit modifications, perform groundwork engineering investigations, and provide permit compliance. Physical and environmental assessments are required for this project under the Environmental Resources Division. The permit required monitoring post the 2024 beach project will be included under this contract. The 2027 scheduled project construction will be prepared and executed under this contract. Project physical and environmental assessments are required under this contract. Expertise to conduct and analyze results from these assessments is required.

   This work was initially advertised in the Stuart News and on DemandStar, under RFQ2024-3602: Professional Services for the Bathtub Beach / Sailfish Point Beach Nourishment Project (2027) on June 10, 2024. Statements of Qualifications (SOQs) were due from interested firms on July 10, 2024. One (1) Statement of Qualifications was received. According to DemandStar statistics, 980 firms were notified of the bid opportunity, 38 firms downloaded the solicitation from DemandStar, and only 1 firm submitted a response. It is important to note that we do not have statistics for other potential vendors notified through third-party sites.

   Since the scope of services for this solicitation falls under the Consultants' Competitive Negotiation Act (CCNA), no fewer than three (3) firms must be shortlisted for interviews and/or presentations to the Selection Committee. As only 1 SOQ was received, it was rejected, and the solicitation was canceled. Following cancelation of the solicitation, Public Works Department staff reviewed the solicitation requirements to ensure that no provisions were unduly restrictive, which could have limited competition. Staff determined that the minimum requirements were sufficient and recommended re-advertising the solicitation to attract more interest from potential bidders.

The contract was re-bid under RFQ2024-3614: Professional Services for the Bathtub Beach / Sailfish Point Beach Nourishment Project (2027) on July 29, 2024. The re-bid was advertised in The Stuart News and on DemandStar. Statements of Qualifications (SOQs) from interested firms were due on September 4, 2024. DemandStar statistics indicate that 937 firms were notified of the bid opportunity, 35 firms downloaded the solicitation, but only 1 firm submitted a response. It is important to note that data for additional vendors notified through third-party platforms is unavailable.

After advertising the RFQ twice and receiving fewer than three Statements of Qualifications (SOQs), procurement staff, in consultation with Public Works staff, evaluated the sole submission and determined the firm to be responsive, responsible, and capable of completing the required work. Section 17.1.E of the Martin County Purchasing Manual states, "*In the event only one responsive submittal is received, or the submittals received are over the County's budget for the project, the County reserves the right to award to the sole responsive vendor, negotiate with the sole responsive vendor, re-advertise the solicitation, with or without making changes to the evaluation factors, or elect not to proceed*". In this case, the County initiated negotiations with the sole respondent, Foth Infrastructure and Environment, LLC (d/b/a Olsen Associates, Inc.).

Fiscal Impact: This contract is funded through a combination of grants from the State of Florida Department of Environmental Protection (FDEP), Ad Valorem, the Hutchinson Island MSTU, and private contributions.

Recommended Action:

1. Move that the Board award the Contract to Foth Infrastructure and Environment, LLC (d/b/a Olsen Associates, Inc.), in the amount of $3,112,077.00; and

2. Move that the Board authorize the County Administrator or designee to execute all documents related to this request.

2. PORT SALERNO PENINSULA NEIGHBORHOOD RESTORATION (RFB2025-3638) – The Port Salerno Peninsula Neighborhood Restoration Project involves infrastructure improvements in the Port Salerno Peninsula and Rocky Point neighborhoods. The scope of work includes clearing and grubbing, erosion and pollution control, excavation for detention areas, swale grading, and the installation of drainage culverts, structures, and exfiltration trenches. Additional tasks involve demolition, driveway and sidewalk construction, roadway restoration, forcemain and sanitary service installation, and horizontal directional boring. A portion of the project includes roadway milling and overlay, signage, striping, and various other incidental work as shown and specified in the Contract Documents.

The Port Salerno Peninsula work consists of grading, drainage, and utilities improvements, which includes demolition and replacement of driveways, swale grading, drainage culverts and structures, sidewalks, concrete work, and utilities installation. The Rocky Point work consists of utilities installation along two roadways. The work includes forcemain and sanitary service installation, horizontal directional boring, and restoration. Selected Contractor shall complete work in sections - disturbed areas to be stabilized in

no more than 14 days. Milling, resurfacing, and pavement improvements within the Port Salerno Peninsula shall be completed as part of a future phase, not part of this project, unless otherwise directed.

Project was publicly bid (bid tabulation attached).

Fiscal Impact: This project is funded with Franchise Fees, Utilities Enterprise Funds and Port Salerno CRA Funds.

Recommended Action:

1. Move that the Board award the contract to the lowest, responsive, and responsible bidder, Ferreira Construction Co., Inc., in the amount of $1,640,641.00; and

2. Move that the Board approve the FY25 amended CIP sheet for the Port Salerno Peninsula Neighborhood Restoration project; and

3. Move that the Board authorize the County Administrator or designee to execute all documents related to this request.

Per Board direction, all bidders have been notified of the recommendation of award and Board meeting date.

B. CONTRACT AMENDMENTS OVER 10% OF ORIGINAL CONTRACT VALUE - In accordance with the Purchasing Manual, Section 3.1, contract amendments for contracts valued at $500,000 or more that increase the total contract value by 10% or more require approval by the Board of County Commissioners.

1. PROFESSIONAL SERVICES FOR THE OPERATION & MANAGEMENT OF THE ST. LUCIE INLET (RFQ2023-3507) – Contract to assist Martin County in its role as local sponsor for the U.S. Army Corp of Engineers (USACE) St. Lucie Inlet Management/Maintenance. The scope of services consists of design, permitting, performing baseline environmental and engineering investigations and analysis, pre-project surveys, bid support, construction engineering inspection (CEI) services, and permit-required post-construction monitoring and surveys.

Purpose of Amendment: The primary focus of this task will be the expansion of the permitted dredging areas to include the area west of the impoundment basin due to the recent migration of the inlet spit outside of the permitted impoundment basin limits. This scope also covers the inclusion of Cut 2 and a seaward portion of the federal channel, which are currently omitted from the existing permit. This new dredged material disposal site expanded options for continued management of St. Lucie Inlet (SLI) and its sand resources. The permit modifications were issued just ahead of the start of construction; however, they contained a few errors and undesirable regulatory consequences that were not previously addressed due to project time constraints. Recently, representatives from the US Army Corps of Engineers (USACE) requested Martin County modify their SLI permits to expand authorization for maintenance of additional segments of the federal navigation channel where shoaling tends to accumulate. Specifically, the USACE would like to add Cut 2 to the west and expand Cut 1 east to Station 20+00. Presently, the

western limit of the permitted navigation channel dredge template ends concurrent with the west end of the impoundment basin, and the eastern limit is to Station 22+00. The request to modify the SLI permits would result in regaining previously authorized segments of the federal navigation channel.

Original Contract Amount: $ 2,791,659.15 (Approved by BOCC on 9/26/2023)
Amount of Increase: **$ 464,432.15**
Total Contract Amount: $ 3,256,091.30

Fiscal Impact: This amendment is funded through a grant provided by the State of Florida Department of Environmental Protection (Agreement #25MI1).

Recommended Action:

1. Move that the Board approve Amendment #1 to Gahagan & Bryant Associates, Inc., in the amount of $464,432.15; and

2. Move that the Board authorize the County Administrator or designee to execute all documents related to this request.

DGD/klb
Attachments

LIST OF PROPOSERS

RFQ2024-3614
PROFESSIONAL SERVICES FOR BATHTUB BEACH / SAILFISH POINT BEACH NOURISHMENT PROJECT (2027) (RE-BID)

DATE ADVERTISED: JULY 29, 2024
PROPOSAL DUE DATE: SEPTEMBER 4, 2024 @ 2:30 PM

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC
(d/b/a OLSEN ASSOCIATES, INC.)

DEMANDSTAR STATISTICS:

NUMBER OF PROPOSERS: **1**
NUMBER OF PLANHOLDERS: **35**
NUMBER OF SUPPLIERS NOTIFIED: **937**

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Bathtub Beach & Sailfish Point Beach Restoration

Category	Non-Concurrency
Project Number	2072
Location	Hutchinson Island
District	1
Project Limits	Coastal Beach along Bathtub Beach and Sailfish Point
Related Projects	St. Lucie Inlet/Resilience
Lead Dept/Division	Public Works/Coastal Management
Year Project Initiated	2015
Project Life Cycle	2 Years
Resilience Requirements	☑ 2040 Vulnerability ☐ 2070 Vulnerability ☐ 2100 Vulnerability

DESCRIPTION

The project is designed as a long-term, proactive effort to protect valuable upland infrastructure and human health and safety. The project covers approximately 1 mile of the beach. Periodic nourishment projects will be required to maintain the project by restoring the beach and dune system.

BACKGROUND

Bathtub Beach is an extremely popular destination for local families and visitors to the area. Beginning in 2007 damaging erosions events occurred almost annually, during the fall Nor'easter season, and resulted in repair costs averting around $500,000/year. The initial Bathtub Beach/Sailfish Point beach construction project was completed in May 2016 in response to recurring storm impacts. This large project with scheduled periodic maintenance was designed to improve storm protection and reduce the need for emergency response projects. A wider more stable beach benefits storm protection as well as recreation and the environment. In 2019, the County entered into a long-term cost-sharing agreement with the Sailfish Point POA, for this project that includes sections of beach along the Sailfish Point coastline as well as Martin County's Bathtub Beach Park. The next project is planned for 2026. As the current Inlet Management Plan (2016, 2023 update) allots 36,000 cy/yr. of sand bypassing this project area, the cost for that portion of the project is shown in the St. Lucie Inlet Maintenance CIP sheet. The project is eligible for state funding under the State's Long Range Beach Management program at a rate of 36.99% of the project costs.

PROJECT ORIGINATION

Infrastructure Needs

JUSTIFICATION

Policy 8.2E.10 of the Comprehensive Growth Management Plan has Coastal Infrastructure Requirements "to maintain established levels of service and phased and maintained infrastructure to assure that adequate public facilities and services are available to existing and projected residents and visitors to the coastal high-hazard area."

				Funded					Unfunded
Expenditures	**Total**	**To Date**		**FY25**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30-FY34**
Design	1,250,000				250,000		250,000		750,000
Construction	31,500,000				6,300,000		6,300,000		18,900,000
CEI	675,000				135,000		135,000		405,000
Monitoring	2,800,000			250,000	250,000	250,000	250,000	300,000	1,500,000
Expenditure Total	**36,225,000**	**-**		**250,000**	**6,935,000**	**250,000**	**6,935,000**	**300,000**	**21,555,000**
Revenues	**Total**	**To Date**	**Carryover**	**FY25**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30-FY34**
Ad Valorem	6,183,700		3,133,700	305,000	305,000	305,000	305,000	305,000	1,525,000
Grant(s)	13,390,970			82,500	2,565,000	92,500	2,565,000	110,970	7,975,000
Private Contribution	9,307,130			78,800	2,185,000	78,800	2,185,000	94,530	4,685,000
Hutchinson Island MSTU	1,100,000		100,000	100,000	100,000	100,000	100,000	100,000	500,000
Revenue Total	**29,981,800**	**-**	**3,233,700**	**566,300**	**5,155,000**	**576,300**	**5,155,000**	**610,500**	**14,685,000**
							Total Unfunded		**6,243,200**

OPERATING BUDGET IMPACT

Staff time to administer the program.

Foth Infrastructure and Environment, LLC
23 January 2025

To: Mr. Seth McConihe
Senior Purchasing Agent
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

From: Kevin R. Bodge, PE, PhD
Senior Coastal Engineer & Client Manager
Steven C. Howard, PE
Lead Coastal Engineer
Foth Infrastructure & Environment, LLC
2618 Herschel Street
Jacksonville, FL 32204
(904) 387-6114

Cc: Ms. Jessica Garland, PE
Coastal Program Manager, Martin County

Re: Scope of Work for Professional Services for the
Bathtub Reef Beach Park / Sailfish Point Beach Nourishment Project (2027)

Att.: Cost Summary, cost details, and hourly rates 2025-29

Dear Mr. McConihe;

The tasks outlined below are proposed in support of the 2027 renourishment of the Bathtub Reef Beach Park / Sailfish Point Restoration Project over a projected five-year period from approximately February 2025 through February 2030. The timeline of each task described herein is based upon our understanding that construction is planned for early 2027 (likely January through May). In addition to supporting the 2027 renourishment project from design and permitting to construction, this proposal includes various permit-required tasks which are related to the maintenance and monitoring of the constructed 2024 renourishment project. Lastly, this proposal includes miscellaneous anticipated engineering and survey support tasks related to the 2027 project including, but not limited to, providing the following: emergency post-storm reporting and agency liaison as required to pursue FEMA Category G funding; analysis of proposed upland sand sources; and technical review of engineering reports prepared by others for Martin County. Several of the tasks involve scopes which are inherently uncertain in both duration and the extent of services required. For these items, we have proposed payment on a time and materials (T&M) basis; otherwise, anticipated costs are presumed as Lump Sum (LS).

Task 1 Contract Administration and Project Management

1A - Overall Project Management and Coordination (T&M)

Task 1A provides for Foth | Olsen's project management and coordination efforts for all tasks outlined in the present scope of work for the planned 2027 renourishment project and physical monitoring of the physical performance of both the 2024 and 2027 renourishment projects. These administration and management costs would be included (apportioned) within specific tasks assigned during the contract, i.e., Tasks 2-18.

1B - Project Partner Coordination and Planning (T&M)

The project team will coordinate with Martin County, the Florida Department of Environmental Protection (FDEP), the U.S. Army Corps of Engineers (USACE), and other regulatory agencies as needed for items related to the planning and pre-permit application coordination related to the 2027 renourishment. Task 1B also includes services related to project coordination and planning which are not identified herein but may arise during the course of this contract. These coordination and planning costs would be included (apportioned) within specific tasks assigned during the contract, i.e., Tasks 2-18.

1C – Meeting Attendance and Additional Assignments (T&M)

The project team will attend meetings at the request of, and coordinated through, Martin County staff. These include, but are not limited to, Board of County Commission meetings, unanticipated permitting and/or construction meetings, and other in-person requirements related to the specific tasks assigned during the contract, i.e., Tasks 2-18. Task 1C additionally includes allowance for services related to the Bathtub Reef Beach Park / Sailfish Point project which are not identified herein but may arise during the duration of this contract.

Task 2 2025 Physical Monitoring (YR-1)

2A - Data Analysis & Reporting (LS)

Task 2A includes the analysis and engineering summary report describing the 2025 physical monitoring conditions of the Bathtub Beach/Sailfish Point beach nourishment project, based upon physical surveys of the beach measured in early summer 2025. This shall represent the Year-One post-construction beach monitoring report, pursuant to the project's 2024 renourishment. The analysis and report shall include the beach from R34 to R42.5, including half-monument locations (19 total lines), utilizing onshore/offshore beach profile data. This proposal assumes that all beach profile survey data will be provided by the County. All surveys shall be at locations consistent with the project's prior analysis. Data at half-monuments are consistent with the project's monitoring history and they are critical to assessing project performance. The data analysis and engineering summary report shall be completed per the requirements described in the project's FDEP permits and Physical Monitoring Plan; and the work shall consolidate the physical and environmental data & analysis to the project database; and quantify and discuss sediment transport patterns based upon the physical surveys and integrated database. The summary report shall describe the beach volume, shoreline and seabed changes along the beach fill and adjacent shorelines (R34-R42.5) over the one-year period since the last monitoring survey, and the period since initial construction of the project in 2016. The volume required to construct the project fill

template shall be described. Project volume losses shall be computed and reported per FDEP criteria in the current Beach Ranking methodology.

In accordance with the approved Physical Monitoring Plan for the project, the monitoring report shall include analysis of the borrow areas utilized for construction of the 2024 project. The borrow area analysis shall, at a minimum, quantify the approximate volume of material remaining within the permitted limits of the borrow areas and describe the observed changes in seabed elevation between the two most recent physical monitoring bathymetric surveys of the borrow areas. This proposal assumes that all borrow area survey data will be provided by the County.

This proposal does not include monitoring or surveys of nearshore hardbottom or other environmental resources.

Foth | Olsen shall submit to Martin County a digital draft report within 60 days of receipt of all data, for review. Within 10 days of receipt of County review, Foth | Olsen shall incorporate County comments and submit a final report and the monitoring data (as necessary) to Martin County, FDEP, and USACE.

Task 3 2026 Physical Monitoring (YR-2)

3A - Data Analysis & Reporting (LS)

Task 3A includes the analysis and engineering summary report describing the 2026 physical monitoring conditions of the Bathtub Beach/Sailfish Point beach nourishment project, based upon physical surveys of the beach measured in early summer 2026. This shall represent the Year-Two post-construction beach monitoring report, pursuant to the project's 2024 renourishment. The analysis and report shall include the beach from R34 to R42.5, including half-monument locations (19 total lines), utilizing onshore/offshore beach profile data. This proposal assumes that all beach profile survey data will be provided by the County. All surveys shall be at locations consistent with the project's prior analysis. Data at half-monuments are consistent with the project's monitoring history and they are critical to assessing project performance. The data analysis and engineering summary report shall be completed per the requirements described in the project's FDEP permits and Physical Monitoring Plan; and the work shall consolidate the physical and environmental data & analysis to the project database, and quantify and discuss sediment transport patterns based upon the physical surveys and integrated database. The summary report shall describe the beach volume, shoreline and seabed changes along the beach fill and adjacent shorelines (R34-R42.5) over the one-year period since the last monitoring survey, the two-year period since the most recent renourishment, and the period since the project's initial construction in 2016. The volume required to construct the project fill template shall be described. Project volume losses shall be computed and reported per FDEP criteria in the current Beach Ranking methodology.

In accordance with the approved Physical Monitoring Plan for the project, the monitoring report shall include analysis of the borrow areas utilized for construction of the 2024 project. The borrow area analysis shall, at a minimum, quantify the approximate volume of material remaining within the permitted limits of the borrow areas and describe the observed changes in seabed elevation between the two most recent physical monitoring bathymetric surveys of the borrow areas. This proposal assumes that all borrow area survey data will be provided by the County.

This proposal does not include monitoring or surveys of nearshore hardbottom or other environmental resources.

Foth | Olsen shall submit to Martin County a digital draft report within 60 days of receipt of all data, for review. Within 10 days of receipt of County review, Foth | Olsen shall incorporate County comments and submit a final report and the monitoring data (as necessary) to Martin County, FDEP, and USACE.

Task 4 2027 Physical Monitoring (YR-3)

4A - Data Analysis & Reporting (LS)

Task 4A includes the analysis and engineering summary report describing the 2027 physical monitoring conditions of the Bathtub Beach/Sailfish Point beach nourishment project, based upon physical surveys of the beach measured in early summer 2027. Based on the planned 2027 renourishment schedule, construction is scheduled for January – May 2027, a year-three physical monitoring may not be required. A post-construction engineering report for the 2027 renourishment is included in the scope of services for Task 9O, herein, which would obviate the requirement and cost for Task 4A.

Should construction be delayed, this report will be required by permit, as follows: This shall represent the Year-Three post-construction beach monitoring report, pursuant to the project's 2024 renourishment. The analysis and report shall include the beach from R34 to R42.5, including half-monument locations (19 total lines), utilizing onshore/offshore beach profile data. This proposal assumes that all beach profile survey data will be provided by the County. All surveys shall be at locations consistent with the project's prior analysis. Data at half-monuments are consistent with the project's monitoring history and they are critical to assessing project performance. The data analysis and engineering summary report shall be completed per the requirements described in the project's FDEP permits and Physical Monitoring Plan; and the work shall consolidate the physical and environmental data & analysis to the project database, and quantify and discuss sediment transport patterns based upon the physical surveys and integrated database. The summary report shall describe the beach volume, shoreline and seabed changes along the beach fill and adjacent shorelines (R34-R42.5) over the one-year period since the last monitoring survey, the three-year period since the most recent renourishment, and the period since the project's initial construction in 2016. The volume required to construct the project fill template shall be described. Project volume losses shall be computed and reported per FDEP criteria in the current Beach Ranking methodology.

In accordance with the approved Physical Monitoring Plan for the project, the monitoring report shall include analysis of the borrow areas utilized for construction of the 2024 project. The borrow area analysis shall, at a minimum, quantify the approximate volume of material remaining within the permitted limits of the borrow areas and describe the observed changes in seabed elevation between the two most recent physical monitoring bathymetric surveys of the borrow areas. This proposal assumes that all borrow area survey data will be provided by the County.

This proposal does not include monitoring or surveys of nearshore hardbottom or other environmental resources.

Foth | Olsen shall submit to Martin County a digital draft report within 60 days of receipt of all data, for review. Within 10 days of receipt of County review, Foth | Olsen shall incorporate County comments and submit a final report and the monitoring data (as necessary) to Martin County, FDEP, and USACE.

Task 5 Beach Tilling (YR-1)

5A - Beach Tilling & Escarpment Removal (2025) (LS)

Through a qualified subcontractor, Foth | Olsen will complete the permit-required year-one tilling and escarpment removal for the 2024 renourishment of the Bathtub Reef Beach Park / Sailfish Point Project. Tilling will be completed along the entire project length, or along areas where sand from the renourishment remains. Tilling will be complete by March 1, 2025. It is assumed that data related to the escarpment removal (height, length, etc.) shall be provided by the County prior to the issuance of a notice to proceed. It is expected that Glacier Contracting will complete the work.

Task 6 Beach Tilling (YR-2)

6A - Beach Tilling & Escarpment Removal (2026) (LS)

Through a qualified subcontractor, Foth | Olsen will complete the permit-required year-two tilling and escarpment removal for the 2024 renourishment of the Bathtub Reef Beach Park / Sailfish Point Project. Tilling will be completed along the entire project length, or along areas where sand from the renourishment remains. Tilling will be complete by March 1, 2026. It is assumed that data related to the escarpment removal (height, length, etc.) shall be provided by the County prior to the issuance of a notice to proceed. It is expected that Glacier Contracting will complete the work.

Task 7 Beach Tilling (YR-3)

7A - Beach Tilling & Escarpment Removal (2027) (LS)

Through a qualified subcontractor, Foth | Olsen will complete the permit-required year-three tilling and escarpment removal for the 2024 renourishment of the Bathtub Reef Beach Park / Sailfish Point Project. Tilling will be completed along the entire project length, or along areas where sand from the renourishment remains. Work will be complete by March 1, 2027. It is assumed that data related to the escarpment removal (height, length, etc.) shall be provided by the County prior to the issuance of a notice to proceed. This task will be completed in conjunction with the 2027 renourishment if construction is completed in early 2027, in which case the 2027 tilling may be otherwise included in the renourishment construction cost and not required in the current contract. Otherwise, it is expected that Glacier Contracting will complete the work.

Task 8 2027 Beach Renourishment, Permitting & Design

8A - Engineering Design (T&M)

Task 8A includes engineering analysis related to the design of the 2027 renourishment project. Design needs include evaluation of physical performance of the project since the most recent renourishment (2024); analysis of any existing issues along the project shoreline; and coordination with Martin County and Sailfish Point HOA regarding current project specific issues and requirements.

8B - Borrow Area Modification (T&M)

It is assumed that additional sand source(s), beyond those utilized in past renourishments, may be needed for the 2027 renourishment. Task 8B includes engineering analysis in support of the development of additional borrow sources. Work items include evaluation of the sediment – quantity and quality – located in existing borrow areas. This includes nominal allowance for collection and analysis of 10 Vibracores, the locations of which are TBD. Vibracore collection will be conducted by Athena Technologies, Inc.

8C - State and Federal Permitting (FDEP, USACE, SARBO) (T&M)

Task 8C includes coordination with FDEP and USACE for the modification of existing permits to authorize use of additional borrow source(s). This task includes coordination with the regulatory agencies, preparation of permit modification requests, and responses for up to two (2) requests for additional information from each of the regulatory authorities. A nominal allowance for a $250 permit minor modification fee is included.

Task 8C also includes coordination with the regulatory agencies (USACE and National Marine Fisheries Service) to develop any required plan to ensure the protection of listed species – specifically, the Queen Conch. Coastal EcoGroup will assist Foth | Olsen with this effort on an as needed basis.

8D – This Task is Intentionally Blank

8E - Beach Profile Surveys (construction plans) (LS)

Foth | Olsen, through a qualified subcontractor, shall complete a beach profile survey along the monitored shoreline, R34 to R42.5 including intermediate monuments. The survey results shall be (a) used to complete the tasks listed in Task 8A, Engineering Design; and (b) incorporated into the construction plans to be used for the 2027 renourishment project. Morgan & Eklund will complete the survey work under subcontract to Foth | Olsen.

8F - Inlet Survey (construction plans) (LS)

Foth | Olsen, through a qualified subcontractor, shall complete a bathymetric survey within St. Lucie Inlet. The spatial limits of the survey will be consistent with those completed in the past and shall include any proposed additional sand borrow area(s) identified in Tasks 8A and 8B. The survey results shall be (a) used to complete the tasks listed in Task 8A, Engineering Design; and (b) incorporated into the construction plans to be used for the 2027 renourishment project. It is expected that Morgan & Eklund will complete the survey work under subcontract to Foth | Olsen.

8G - Upland Sand Evaluation (LS)

Between planned renourishment events, erosional hot spots within the project limits have required placement of upland sand as emergency remediation. It is our understanding that Martin County is seeking alternative upland sand sources in order to reduce costs associated with emergency placement events. Analyses completed by Foth | Olsen shall include informal tests to assess the likelihood that use of the sampled sand may result in excessive turbidity, cementation, or otherwise non-compatible sand on the beach. A summary letter report will be submitted to Martin County describing the findings and providing an engineering opinion regarding use of the sampled sand. Task 8G includes allowance for Foth | Olsen to assess up to four (4) upland sand samples provided by Martin County for consideration of

beach placement. It is assumed that granulometric data required for analysis will be provided by Martin County with each sample; else, nominal allowance for laboratory analysis of up to 4 samples by ECS is included. The fees shown in the cost schedule include allowance for four (4) sand source evaluations, per the above. Fees listed in the attached cost detail for ECS laboratory analysis reflect 2024 costs adjusted to 2027 dollars at 3%. Per sample fees shall be prorated on a Lump Sum basis.

Task 9 2027 Beach Renourishment, Construction (12/2026 to 4/2027)

Task 9 includes all presently anticipated items directly related to the construction of the planned 2026/27 renourishment project -- excepting tasks specifically related to routine (annual) nearshore hardbottom and marine turtle monitoring. The latter tasks are assumed to be completed by others under other contract(s) with Martin County. Task 9 includes allowance for seagrass and Queen Conch compliance activities, both of which are anticipated to be required for 2026/27 construction.

9A - Plans and Specifications Development (T&M)

Foth | Olsen shall prepare and provide plans and technical specifications suitable for bidding and constructing the 2027 renourishment project. The construction plans and specifications shall rely on surveys and analysis completed by Foth | Olsen as described in other tasks within this Scope of Services. Task 9A provides for up to two (2) rounds of revisions to the Plans or Specifications following County review.

9B - Bid Solicitation Support (T&M)

Task 9B includes allowance for Foth | Olsen to assist Marting County with the development of bid documents, providing engineering opinion on the bid results, and providing engineering support in the event of a vendor protest to the bid. Task 9B does not include support for re-solicitation of the bid, if required.

9C – Pre-Construction Coordination, Submittals, NTP (T&M)

Task 9C includes pre-construction requirements during which Foth | Olsen shall coordinate with the County and construction contractor for requisite schedules and work plan submittals, review contractor submittals, submit pre-construction information to FDEP & USACE per permit requirements, coordinate and co-direct the pre-construction conference, and seek acquisition of the FDEP notice-to-proceed (NTP) for the 2027 renourishment. Foth | Olsen shall review pre-construction survey data to assess the fill volume required to construct the project renourishment template since the plans and specifications update were completed. Foth | Olsen shall adjust the construction template and/or recommend modifications to the contract fill volume, per County direction, to accommodate contemporary pre-construction conditions (allowance for the pre-construction beach profiles survey is included in Task 9L). Foth | Olsen will consult with the County and Sailfish Point to refine specific locations and order of work for dredging and beach fill, within the context of the existing contract plans & specifications, based upon the pre-construction survey conditions.

9D - Environmental Surveys - Seagrass (immediate pre-construction) (T&M)

Foth | Olsen, through a qualified subcontractor, shall perform an immediate pre-construction survey for seagrass in the turbidity mixing zone within 30 days prior to construction of the 2027 renourishment

project. The purpose of the immediate pre-construction survey is to map the locations of seagrass bed edges within the 150-m turbidity mixing zone at the time of dredging. This survey determines the locations for turbidity sampling at seagrass bed edges during dredging and installation of turbidity curtains to avoid direct mechanical impacts to seagrass beds. Seagrass bed edges within the mixing zone are mapped by scientific divers using a Differential GPS with decimeter accuracy. It is anticipated that all in-water work will be performed by Coastal EcoGroup. This task includes an allowance for two days of field work. The immediate pre-construction is required by permit and the Final Biological Monitoring Plan (BMP) and is in addition to the pre-construction and post-construction summer seagrass surveys which will be completed by others, under separate contract to Martin County.

9E - Environmental Surveys - Seagrass (during-construction) (T&M)

Should seagrass be identified within the work areas or 150-m turbidity mixing zone around dredge areas, Task 9E includes allowance for seagrass surveys to be completed during construction to remain compliant with the BMP and project permits for avoidance of significant sedimentation impacts to seagrasses. During active dredging, turbidity monitoring is required at the edge of SAV patches greater than 100 sq. m in area that are located within 150 m of dredging activities. If the patch is less than 100 sq. m in size during the immediate pre-construction survey, an immediate post-construction survey shall not be required. If a turbidity reading exceeding 7.2 NTUs above background is recorded at the edge of a SAV patch during dredging operations, then the patch(s) shall be surveyed within 48 hours of the elevated reading. These results should be submitted to JCP Compliance immediately (within 10 days). Foth | Olsen, through a qualified subcontractor, shall complete the surveys in the areas identified during completion of Task 9C and report the results to FDEP and the County, as required. It is anticipated that all in-water work will be performed by Coastal EcoGroup. This task includes an allowance for two days of field work.

9F - Environmental Surveys - Seagrass (immediate post-construction) (T&M)

Foth | Olsen, through a qualified subcontractor, shall complete the surveys of identified seagrass beds following construction activities. The immediate post-construction survey will be conducted within 30 days of completion of dredging using similar methods to the immediate pre-construction survey (Task 9E). Seagrass bed edges within the mixing zone will be mapped by scientific divers using a Differential GPS with decimeter accuracy. Seagrass beds will be inspected for potential mechanical and sedimentation impacts (dusting, accumulation, or burial by sediments) and documented with digital still photography. A detailed description of the current condition of SAV resources will be provided including a description of any visually conspicuous changes in the condition of resources compared to previous surveys. Biologists will record and report any areas of unexpected direct mechanical damage or sedimentation/burial impacts to SAV resources. If monitoring data indicate that any unpermitted impacts to SAV resources have resulted from dredging, FDEP shall be notified as soon as practicable via email to JCP Compliance. It is anticipated that all in-water work will be performed by Coastal EcoGroup. This task includes an allowance for two days of field work plus reporting efforts.

9G - Environmental Surveys - Queen Conch (baseline pre-construction) (T&M)

Pre-construction in-water surveys for Queen Conch are expected to be required prior to construction. Foth | Olsen, through a qualified subcontractor, shall complete the pre-construction surveys for Queen

Conch according to the latest National Marine Fisheries Service guidelines. The scope of the pre-construction survey is dependent upon the specific work areas for each event. This task assumes that the nearshore hardbottom adjacent to the beach fill area, seagrass beds within the mixing zone around the Sailfish Point Navigation Channel, and sand bottom within and immediately adjacent to the interior borrow areas will be included in the survey scope. Task 9F includes allowance for coordination with resource agencies. Foth | Olsen shall report the findings of the survey to Martin County. This task includes an allowance for relocation of up to 10 Queen Conch identified by the survey. It is anticipated that all in-water work will be performed by Coastal EcoGroup.

9H - Environmental Surveys - Queen Conch (during-construction) (T&M)

Should the survey described in Task 9I identify Queen Conch, additional in-water monitoring may be required During construction. Foth | Olsen, through a qualified subcontractor, shall complete during-construction surveys and collection of Queen Conch. The scope and frequency of during-construction surveys shall be negotiated in consultation with USACE/NMFS. Task 9G includes allowance for coordination with resource agencies for this survey.

In addition to the survey(s), this task includes allowance for: relocation of conch and assumes 10 or fewer Queen Conch will require relocation. Foth | Olsen shall report the findings of the survey to Martin County. It is anticipated that all in-water work will be performed by Coastal EcoGroup. This task allows for up to three during-construction surveys. The timing of, and ultimate need for, each survey will depend upon the duration of construction, the number of conch relocated, and the location of the relocation site(s) relative to construction activities.

Task 9H includes an allowance for mapping and final reporting efforts related to the survey(s) and relocation(s).

9I – Immediate Pre-construction Queen Conch Relocation and Special Activities License (T&M)

If Queen Conch are identified within the work areas during the Baseline Pre-construction survey described in Task 9G, Foth | Olsen, through a qualified subconsultant, will obtain a Special Activities License (SAL) from the Florida Fish and Wildlife Conservation Commission (FWCC) to allow for relocation of Queen Conch. Under Tasak 9I, an immediate pre-construction survey will be conducted immediately prior to initiation of dredging to locate and collect Queen Conch in the work areas. Divers will document the locations with Differential DGPS, note life stages, and document with digital still photography as they are being collected. Queen conch will be hand collected underwater by divers and placed in crates. The conch will be transported immediately after collection to the approved receiver sites and placed at the receiver sites within thirty minutes of collection. This task assumes there are no more than 10 Queen Conch identified in the survey area. Identification of additional Conch may require additional consultation with the agencies, which is assumed to be additional work not scoped herein. It is anticipated that Coastal EcoGroup will complete all in-water work and shall be named in any SAL issued. This task does not guarantee issuance of an SAL by FWCC.

9J - Construction Review (T&M)

Through a qualified subcontractor (Gahagan & Bryant), Foth | Olsen shall provide engineering support, project management, and field inspection services seven days per week during the period of construction of the 2027 project. Task 9J allows for up to an approximate 14-week construction schedule for mobilization, dredging, fill placement, and demobilization from the beach, during which time Foth | Olsen shall provide engineering review of the construction activity for payment, requisite modifications, and conformance with the plans & specifications & permits. This includes periodic site visits by Foth | Olsen engineers to examine construction in addition to requisite desk-top analysis, modifications to plans, review, liaison, and coordination with the County, Sailfish Point, Contractor, and project delivery team during construction.

Foth | Olsen shall submit notices of commencement to FDEP and USACE/Regulatory in advance of construction. Foth | Olsen shall analyze during-construction surveys and re-balance the fill templates to yield the contract volume, if/as required; prepare pay template and associated digital drawings to assess fill conformance and payment during construction; review Contractor submittals; respond to Requests for Information; prepare recommendations and responses for County, as required; review Contractor's plans for pipeline, booster pump, operations plans, Environmental Protection Plan and the progress dredging surveys for QA/QC compliance with project permits and specifications; review Before/After Dredge (BD/AD) surveys of beach fill and borrow area, and compute volumes, compliance, and payment according to project permits & contract specifications (on daily/weekly basis); prepare biweekly updated spreadsheets of beach fill progress, placed volumes, and payment volumes; provide daily desk-top coordination with Contractor, County, and Sailfish Point to respond to changes in work plans, permit compliance, and related issues. Allowance is included for grain size analysis of 3 beach fill samples for interim QA check during construction. Foth | Olsen shall conduct one-day engineering-review site visits at least once every 3 to 4 weeks to assess project progress, conformance with permits, plans and specifications; prepare follow-up memorandum promptly after each site visit to outline observations, recommendations, and requirements. This shall include a site visit at Substantial Completion and preparation of the 'punch list' for Final Completion.

Task 9J includes allowance for BD/AD beach surveys to be collected at 100-ft alongshore spacing and shall be the basis of payment for beach fill, along with BD/AD borrow area surveys, by Gahagan & Bryant.

In the event 3rd party documentation regarding the characterization of sand placed onto the beach during construction is required, Task 9J includes allowance for laboratory analysis (Grain size distribution, Munsell color, visual shell content, and carbonate content) of up to four (4) sediment samples, by ECS, during construction. Costs per sample are as provided by ECS and adjusted to 2027 dollars at 3% (see Task 8G).

Similarly, Task 9J includes allowance for one day of in-water field time (at the daily rate for seagrass surveys) and reporting efforts (Queen Conch reporting rate) for Coastal EcoGroup in the event of an unanticipated need to document environmental conditions during construction – this is in addition to those tasks expressly described herein (seagrass, Queen Conch, etc.).

9K- Weekly Meetings & Coordination - 4 months anticipated (T&M)

Task 9K includes allowance for Foth | Olsen attendance at regular meetings typically held weekly throughout the duration of project construction. To reduce costs to Martin County, this task includes allowance for up to five (5) in-person meetings and attendance of up to two Foth | Olsen staff members per meeting. It is assumed that the remaining meetings will be attended virtually at the discretion of Foth | Olsen and/or at the direct request of the County.

9L - Pre- and Post-Construction Beach Profile Surveys (LS)

Foth | Olsen, through a qualified subcontractor (Morgan & Eklund) shall complete pre- and post-construction beach profiles surveys for the project. The surveys shall include beach profiles from R34.5 to R42.5, including half-monument locations (18 total lines), utilizing onshore/offshore beach profile data. Data at half-monuments are consistent with the project's monitoring history and they are critical to assessing project performance -- given the highly varying coastline dynamics and beach response between the whole monuments along this specific project location. The data shall be collected per the requirements described in the project's FDEP permits and Physical Monitoring Plan. Additionally, all the data submittals will adhere to the Martin County Coastal GIS Data Submission Standards. Deliverables shall include signed and sealed survey drawings and digital delivery of the XYZ survey data in a format acceptable to FDEP. All horizontal data shall be referenced in feet relative to the Florida State Plane, East Zone 1983 North American Datum (NAD83). Vertical data shall be reported in feet relative to the North American Vertical Datum of 1988 (NAVD88).

9M- Pre- and Post-Construction Borrow Area Surveys (LS)

Foth | Olsen, through a qualified subcontractor (Morgan & Eklund) shall complete pre- and post-construction bathymetric surveys of all borrow areas utilized for the construction of the 2027 project renourishment. The surveys shall extend a minimum of 500 feet beyond the permitted boundaries of all borrow areas used for construction and utilize multibeam sonar providing 100% coverage of the seafloor. The data shall be collected per the requirements described in the project's FDEP permits and Physical Monitoring Plan. Additionally, all the data submittals will adhere to the Martin County Coastal GIS Data Submission Standards. Deliverables shall include signed and sealed survey drawings and digital delivery of the survey data – including both reduced XYZ data and a point cloud containing all measured data. All horizontal data shall be referenced in feet relative to the Florida State Plane, East Zone 1983 North American Datum (NAD83). Vertical data shall be reported in feet relative to the North American Vertical Datum of 1988 (NAVD88).

9N - Post-Construction Sediment QA/QC (LS)

Foth | Olsen shall prepare a post-construction Sediment QA/QC report following construction of the 2027 project renourishment. Foth | Olsen shall collect sediment samples at a minimum of every half control monument along the portion of the shoreline receiving fill in 2027. Task 9M includes allowance for sediment sampling between R34.5 and R40, twelve (12) total samples by Foth | Olsen engineers.

Through a qualified subcontractor, Engineering Consulting Services (ECS), all sediment samples will be analyzed for compliance with the adopted Sediment QA/QC Plan for the project. A digital summary report detailing the laboratory results relative to compliance standards and *in situ* borrow area sediments shall be provided to the County. Upon acceptance from the County, Foth | Olsen shall submit

the Sediment QA/QC Report to FDEP and USACE as required by permits. Fees listed in the attached cost detail for ECS laboratory analysis reflect 2024 costs adjusted to 2027 dollars at 3%.

9O - Post-construction Close-out & Reporting (T&M)

Task 9O includes a site visit by Foth | Olsen engineers concurrent with review for final completion and contract close-out. Foth | Olsen will prepare the post-construction completion reports and certifications and submit to FDEP and USACE as required by permits, as follows:

Under Task 9O, Foth | Olsen shall prepare and submit to USACE an as-built certification, as required by permit. The as-built certification shall include a summary of project activities, any noted construction deviations from the plans and specifications, and as-built drawings.

Under Task 9O, Foth | Olsen shall additionally prepare a post-construction engineering report for the 2027 project renourishment. Both the beach and borrow areas shall be included in the data analysis and engineering summary report, per the adopted Physical Monitoring Plan for the project. Foth | Olsen shall evaluate on/offshore post-construction beach profile surveys at 19 lines (R34-R42.5) for Physical Monitoring requirements per permit; contrast pre- and post-construction surveys, prepare analysis of volume changes and conformance with BD/AD surveys at beach & borrow areas; and, prepare engineering summary report of Pre- and Post-Construction conditions, including all minimum requirements, analysis and graphics described in the project's FDEP permits and Physical Monitoring Plan; compute beach fill physical performance and related attributes required per FAC 62B-36.006 (Beach Mgt Funding Assistance Program); and consolidate the physical and environmental data & analysis to the project database. The summary report shall describe the project, volume and shoreline changes along the beach fill and adjacent shorelines (R34-R42.5), and volume and bathymetry changes at the project's borrow areas and adjacent seabed for those borrow areas used in construction. The summary report shall include an analysis to quantify and discuss sediment transport patterns based upon the physical surveys and integrated GIS database, by others.

9P- Public Liaison, Outreach and Relations (T&M)

The following services shall be provided through The Firefly Group, per attached scope of work, through at least 31 May 2027 (assuming a 2027 construction timeline), including:

Provide weekly updates on important information relating to construction, traffic, navigation, and progress and milestone achieved. Prepare statements, press releases, media advisories; coordinate with County's Public Information Officer on distribution of press releases to media and citizen email distribution list; serve as media contact liaison as needed; track media coverage; provide crisis communications if needed; and serve as government liaison as needed. Attend in-person or virtual team meetings for the project. This SOW presumes, per County's communications protocol and unless otherwise instructed, that press releases shall be approved by the County and then distributed by Martin County's Public Information Office.

Task 10 2028 Physical Monitoring (YR-1)

10A - Data Analysis & Reporting (LS)

Task 10A includes the analysis and engineering summary report describing the 2028 physical monitoring conditions of the Bathtub Beach/Sailfish Point beach nourishment project, based upon physical surveys of the beach measured in early summer 2028. This shall represent the Year-One post-construction beach monitoring report, pursuant to the project's 2027 renourishment. The analysis and report shall include the beach from R34 to R42.5, including half-monument locations (19 total lines), utilizing onshore/offshore beach profile data. This proposal assumes that all beach profile survey data will be provided by the County. All surveys shall be at locations consistent with the project's prior analysis. Data at half-monuments are consistent with the project's monitoring history and they are critical to assessing project performance. The data analysis and engineering summary report shall be completed per the requirements described in the project's FDEP permits and Physical Monitoring Plan; and the work shall consolidate the physical and environmental data & analysis to the project database, and quantify and discuss sediment transport patterns based upon the physical surveys and integrated database. The summary report shall describe the beach volume, shoreline and seabed changes along the beach fill and adjacent shorelines (R34-R42.5) over the one-year period since the last monitoring survey, and the period since the project's initial construction in 2016. The volume required to construct the project fill template shall be described. Project volume losses shall be computed and reported per FDEP criteria in the current Beach Ranking methodology.

In accordance with the approved Physical Monitoring Plan for the project, the monitoring report shall include analysis of the borrow areas utilized for construction of the 2027 project. The borrow area analysis shall, at a minimum, quantify the approximate volume of material remaining within the permitted limits of the borrow areas and describe the observed changes in seabed elevation between the two most recent physical monitoring bathymetric surveys of the borrow areas. This proposal assumes that all borrow area survey data will be provided by the County.

This proposal does not include monitoring or surveys of nearshore hardbottom or other environmental resources.

Foth | Olsen shall submit to Martin County a digital draft report within 60 days of receipt of all data, for review. Within 10 days of receipt of County review, Foth | Olsen shall incorporate County comments and submit a final report and the monitoring data (as necessary) to Martin County, FDEP, and USACE.

Task 11 2029 Physical Monitoring (YR-2)

11A - Data Analysis & Reporting (LS)

Task 11A includes the analysis and engineering summary report describing the 2029 physical monitoring conditions of the Bathtub Beach/Sailfish Point beach nourishment project, based upon physical surveys of the beach measured in early summer 2029. This shall represent the Year-Two post-construction beach monitoring report, pursuant to the project's 2027 renourishment. The analysis and report shall include the beach from R34 to R42.5, including half-monument locations (19 total lines), utilizing onshore/offshore beach profile data. This proposal assumes that all beach profile survey data will be provided by the County. All surveys shall be at locations consistent with the project's prior analysis. Data

at half-monuments are consistent with the project's monitoring history and they are critical to assessing project performance. The data analysis and engineering summary report shall be completed per the requirements described in the project's FDEP permits and Physical Monitoring Plan; and the work shall consolidate the physical and environmental data & analysis to the project database, and quantify and discuss sediment transport patterns based upon the physical surveys and integrated database. The summary report shall describe the beach volume, shoreline and seabed changes along the beach fill and adjacent shorelines (R34-R42.5) over the one-year period since the last monitoring survey, the two-year period since the most recent renourishment, and the period since the project's initial construction in 2016. The volume required to construct the project fill template shall be described. Project volume losses shall be computed and reported per FDEP criteria in the current Beach Ranking methodology.

In accordance with the approved Physical Monitoring Plan for the project, the monitoring report shall include analysis of the borrow areas utilized for construction of the 2027 project. The borrow area analysis shall, at a minimum, quantify the approximate volume of material remaining within the permitted limits of the borrow areas and describe the observed changes in seabed elevation between the two most recent physical monitoring bathymetric surveys of the borrow areas. This proposal assumes that all borrow area survey data will be provided by the County.

This proposal does not include monitoring or surveys of nearshore hardbottom or other environmental resources.

Foth | Olsen shall submit to Martin County a digital draft report within 60 days of receipt of all data, for review. Within 10 days of receipt of County review, Foth | Olsen shall incorporate County comments and submit a final report and the monitoring data (as necessary) to Martin County, FDEP, and USACE.

Task 12 2030 Physical Monitoring -

12A - Data Analysis & Reporting (LS)

Task 12A includes the analysis and engineering summary report describing the 2030 physical monitoring conditions of the Bathtub Beach/Sailfish Point beach nourishment project, based upon physical surveys of the beach measured in early summer 2030. Based on a three-year renourishment interval for the project, renourishment construction is scheduled for January to May 2030 and would occur under a separate (yet to be awarded) contract with Martin County. If construction was delayed, this report is required by permit and shall represent the Year-Three post-construction beach monitoring report, pursuant to the project's 2027 renourishment, as follows. It is noted, however, that execution of this 2023 monitoring survey and report may fall beyond the 5-year schedule anticipated in this scope of work; and as such, it may or may not be included in the 5-year scope of work.

The analysis and report shall include the beach from R34 to R42.5, including half-monument locations (19 total lines), utilizing onshore/offshore beach profile data. This proposal assumes that all beach profile survey data will be provided by the County. All surveys shall be at locations consistent with the project's prior analysis. Data at half-monuments are consistent with the project's monitoring history and they are critical to assessing project performance. The data analysis and engineering summary report shall be completed per the requirements described in the project's FDEP permits and Physical Monitoring Plan; and the work shall consolidate the physical and environmental data & analysis to the project database,

and quantify and discuss sediment transport patterns based upon the physical surveys and integrated database. The summary report shall describe the beach volume, shoreline and seabed changes along the beach fill and adjacent shorelines (R34-R42.5) over the one-year period since the last monitoring survey, the three-year period since the most recent renourishment, and the period since the project's initial construction in 2016. The volume required to construct the project fill template shall be described. Project volume losses shall be computed and reported per FDEP criteria in the current Beach Ranking methodology.

In accordance with the approved Physical Monitoring Plan for the project, the monitoring report shall include analysis of the borrow areas utilized for construction of the 2027 project. The borrow area analysis shall, at a minimum, quantify the approximate volume of material remaining within the permitted limits of the borrow areas and describe the observed changes in seabed elevation between the two most recent physical monitoring bathymetric surveys of the borrow areas. This proposal assumes that all borrow area survey data will be provided by the County.

This proposal does not include monitoring or surveys of nearshore hardbottom or other environmental resources.

Foth | Olsen shall submit to Martin County a digital draft report within 60 days of receipt of all data, for review. Within 10 days of receipt of County review, Foth | Olsen shall incorporate County comments and submit a final report and the monitoring data (as necessary) to Martin County, FDEP, and USACE.

Task 13 Beach Tilling (YR-1)

13A - Beach Tilling & Escarpment Removal (2028) (LS)

Through a qualified subcontractor, Foth | Olsen will complete the permit-required year-one tilling and escarpment removal for the 2027 renourishment of the Bathtub Reef Beach Park / Sailfish Point Project. Tilling will be completed along the entire project length, or along areas where sand from the renourishment remains. Work will be completed by March 1, 2028. It I assumed that data related to the escarpment removal (height, length, etc.) shall be provided by the County prior to issuance of a notice to proceed. Subsequent to satisfactory completion of the work, Foth | Olsen shall submit a notice of completion to FDEP. It is assumed that Glacier Contracting will perform the tilling work.

Task 14 Beach Tilling (YR-2)

14A - Beach Tilling & Escarpment Removal (2029) (LS)

Through a qualified subcontractor, Foth | Olsen will complete the permit-required year-two tilling and escarpment removal for the 2027 renourishment of the Bathtub Reef Beach Park / Sailfish Point Project. Tilling will be completed along the entire project length, or along areas where sand from the renourishment remains. Work will be completed by March 1, 2029. It I assumed that data related to the escarpment removal (height, length, etc.) shall be provided by the County prior to issuance of a notice to proceed. Subsequent to satisfactory completion of the work, Foth | Olsen shall submit a notice of completion to FDEP. It is assumed that Glacier Contracting will perform the tilling work.

Task 15 Beach Tilling (YR-3)

15A - Beach Tilling & Escarpment Removal (2030) (LS)

Through a qualified subcontractor, Foth | Olsen will complete the permit-required year-three tilling and escarpment removal for the 2027 renourishment of the Bathtub Reef Beach Park / Sailfish Point Project. Tilling will be completed along the entire project length, or along areas where sand from the renourishment remains. Work will be completed by March 1, 2030. It is assumed that data related to the escarpment removal (height, length, etc.) shall be provided by the County prior to issuance of a notice to proceed. It is recognized that this Task may conflict with the panned 2030 renourishment of the project and may not be necessary. If required, subsequent to satisfactory completion of the work, Foth | Olsen shall submit a notice of completion to FDEP. It is assumed that Glacier Contracting will perform the tilling work. This task (to be completed in February 2030) is presumed to be included in the 5-year schedule described by the current scope of work.

Task 16 Emergency Storm Response

16A - Beach Profile Surveys (LS)

Task 16A includes allowance for up to two (2) beach profile surveys to be commissioned following the passage of a storm event(s), the damaged from which may be eligible for FEMA Category G assistance to fund repairs. Beach profile surveys will be collected by a qualified subcontractor between control monuments R34 and R42.5 and shall include intermediate monuments. Foth | Olsen shall be responsible for management of the surveys and Quality Control of the surveys.

Survey deliverables shall include signed and sealed drawings, and ASCII text files in a format which is acceptable to FDEP. Each of the data submittals will adhere to the Martin County Coastal GIS Data Submission Standards. Deliverables shall include signed and sealed survey drawings and digital delivery of the XYZ survey data in a format acceptable to FDEP. All horizontal data shall be referenced in feet relative to the Florida State Plane, East Zone 1983 North American Datum (NAD83). Vertical data shall be reported in feet relative to the North American Vertical Datum of 1988 (NAVD88).

16B - FEMA Reporting & Coordination (LS)

Foth | Olsen shall analyze and interpret the beach profile data completed in Task 16A and those collected as part of Martin County's annual physical monitoring efforts (not included in this Scope of Services). Foth | Olsen shall prepare a letter report summarizing the damages to the beach project from up to four (4) storm events including (a) the volumetric losses attributable to the storm event which numerically consider the effects of background erosion expected to have occurred between pre- and post-storm surveys; (b) damage to dune vegetation attributable to the storm; and (c) the probable costs associated with repairing the storm-related loss to the beach and dune vegetation.

Subsequent to finalization of the damage report with the County, Foth | Olsen will coordinate with representatives of FEMA, as required, in support of the County's request for Category G post-disaster funding assistance. For up to four storm events, Task 16B includes allowance for discussion with FEMA staff on an as needed basis and one revision of the report. While efforts will be made to accommodate requests by FEMA during report development, Task 16B does not guarantee ultimate FEMA acceptance of the report or successful funding reimbursement from FEMA.

Task 17 Coastal GIS Database Maintenance

17A - Ongoing Maintenance of the County Coastal GIS Database (T&M)

Foth | Olsen shall, through a qualified subcontractor (CMAR Consulting, LLC), ensure that project data is properly uploaded, recorded, and integrated within the County's Coastal GIS Geodatabase annually. This includes permitting, pre-construction, construction, and post-construction associated physical and biological monitoring data. This task also includes coordination, preparation of desktop and web GIS products, and data integration reports. Foth | Olsen shall review CMAR deliverables prior to submission to Martin County.

The anticipated cost for this work is grouped over the 5-year period of this scope of work, to be allocated (by year) among those specific tasks that are assigned.

Task 18 Structural Stabilization Study

18A – Engineering Review (LS)

Foth | Olsen shall complete an engineering review of the structural stabilization modeling study completed by others for Martin County in late 2024. Deliverables shall include a memorandum summarizing Foth | Olsen's comments on the report contents and recommendations for additional study (if any) and follow-up discussion with the County. This task does not include engineering analysis.

Task 19 Hazard Mitigation Grant Program Support

Foth | Olsen shall provide support for Martin County's planned application for project funding through FEMA's Hazard Mitigation Grant Program (HMGP).

19A – HMGP Application Support (T&M)

Task 19A includes allowance for Foth | Olsen to supply technical guidance to Martin County -- both directly and in coordination their designated consultant -- towards the preparation of an application for mitigation funding through the HMGP. Task 19A is proposed to be broad in scope with an anticipated principal requirement of preparing drawings/figures/etc. of a concept solution to be included with the application; supporting the technical, coastal engineering aspects of the beach and inlet system (hydraulics, hydrodynamics, littoral transport, sea level rise, etc.); and providing an opinion on the probable costs associated with design, permitting, and construction. An allowance is made for similar engineering support of requests for additional information from the grant program on an as-needed basis. It is assumed that the HMGP application will be prepared and submitted by others. Task 19A does not include development of a benefit to cost analysis. Foth | Olsen is aware of the time constraints surrounding the application process, and we are willing and able to accommodate these needs in cooperation with the County's consultant for the application.

19B – Alternatives Analysis, Phase I (LS)

Foth | Olsen in cooperation with a qualified subconsultant shall prepare an alternative analysis in support of Martin County's HMGP application. Task 19B represents a phase I effort which will build upon

previous numerical modeling studies completed by Sustainable Coastal Solutions (SCS) for the BRBP/SP shoreline. Task 19B includes allowance for modest refinement of the existing model domain, as necessary to potentially expand the assessment of structural alternatives beyond the limits of Bathtub Reef Beach Park, along with modeling up to ten (10) additional erosion abatement solutions along the study shoreline. Task 19B is scoped as to not require duplication of field data collection, model calibration, verification, etc. The goal of this Phase I effort is to broadly assess each alternative's potential for success in protecting the BRBP/SP shoreline and provide, at a minimum, a relative assessment of potential downdrift and inlet littoral impacts. In addition to the physical performance of each alternative, the analysis will consider the likely construction costs, the relative potential for impacts to hardbottom communities off BRBP/SP, and an estimation of the resources and costs associated with design and permitting in arriving at one (or more) potentially successful alternatives. Given the complexity of analysis for any mitigation solution along this shoreline, Martin County should be aware that completion of the Alternative Analysis is unlikely to be coincident with finalization of the HMGP application described in Task 19A, although we would recommend concurrent authorization of Tasks 19A and 19B in order to better support the application in a timely manner.

To quantify potential hardbottom impacts associated with a given alternative, it is necessary to document existing hardbottom resources within the proposed mitigation area(s). Task 19B includes an allowance for an environmental field survey to be completed by Coastal EcoGroup. It is assumed that the survey would require up to three field days along with an allowance for reporting the findings. 19C –

19C - Selected Alternative(s) Analysis, Phase II (LS)

Task 19C describes a Phase II alternatives analysis which will build upon the results of the Phase I effort. While the Phase I effort (Task 19B) will describe the overall likelihood of success of a given alternative (i.e., proof of concept), it is unlikely to be sufficient to address detailed questions and concerns of both project stakeholders and regulatory agencies in terms of providing reasonable assurances for the purpose of permitting. We anticipate additional analysis and numerical modeling – potentially involving the development and application of one or more additional numerical models -- may be required to sufficiently address questions regarding details of potential downdrift shoreline impacts as well as mid- to long-term alternations to the sediment flux entering the inlet. These efforts will also afford an opportunity to refine the design and include an allowance to simulate up to three (3) alternatives. While every effort will be made to utilize numerical models already developed for the County under other contracts, Task 19C includes allowance for the setup and calibration of additional numerical models. The goal of Task 19C is to arrive at a reasonably detailed project alternative and provide a solid foundation for moving forward with project permitting. It is anticipated that Foth | Olsen and SCS will work in cooperation to complete the modelling component of Task 19C.

Foth | Olsen shall develop and submit a report detailing the predicted physical performance of modeled alternative(s). Task 19C includes allowance for Foth | Olsen engineers and representatives from SCS to participate in up to three (3) in-person meetings in Martin County to discuss the project findings. Meeting attendance will be at the request of the County.

Summary

The following sheets itemize and summarize the anticipated effort and costs associated with the tasks described above. Costs are based upon hourly labor rates, which are listed for 2025 and adjusted upwards at 3% per year through 2029. The "work year" cited for each task (see cost detail sheet) is the assumed calendar year during which the majority of each task's work effort would be completed. The corresponding labor rates for that year are applied to compute the anticipated cost of each task. The total anticipated fee proposed for Tasks 1 through 18 is $3,112,077.00. Of that amount, $1,442,514.51 or 46.4% is allocated to subcontractors.

We thank you for the opportunity to continue to support the Martin County beach program.

Kevin R. Bodge, PE, PhD
Senior Coastal Engineer & Client Manager

Steven C. Howard, PE
Lead Coastal Engineer

Cost Summary

Professional Services for the Bathtub Reef Beach Park / Sailfish Point Nourishment Project (2027)

DIRECT LABOR					OUTSIDE SVS/SUB-CONTRACTORS				
Task	**Sub-Task**	**Description**	UNIT	COST	SERVICE	COST	BURDEN Percent	BURDEN Amount	**TOTAL**
Task 1 Contract Administration and Project Management	1A- YR1-5	Overall Project Management and Coordination	T&M	$ 180,908.00				$ -	$ 180,908.00
	1B -YR1-5	Project Partner Coordination and Planning	T&M	$ 91,927.12				$ -	$ 91,927.12
	1C	Meeting Attendance and Additional Assignments	T&M	$ 174,957.25				$ -	$ 174,957.25
Task 2 2025 Physical Monitoring (YR-1)	2A	Data Analysis & Reporting	LS	$ 49,541.00				$ -	$ 49,541.00
Task 3 2026 Physical Monitoring (YR-2)	3A	Data Analysis & Reporting	LS	$ 51,027.31				$ -	$ 51,027.31
Task 4 2027 Physical Monitoring	4A	Data Analysis & Reporting	LS	$ 52,557.67				$ -	$ 52,557.67
Task 5 Beach Tilling (YR-1)	5A	Beach Tilling & Escarpment Removal (2025)	LS	$ 3,495.00	Glacier	$ 21,000.0	10%	$ 2,100.00	$ 26,595.00
Task 6 Beach Tilling (YR-2)	6A	Beach Tilling & Escarpment Removal (2026)	LS	$ 3,599.95	Glacier	$ 24,150.0	10%	$ 2,415.00	$ 30,164.95
Task 7 Beach Tilling (YR-3)	7A	Beach Tilling & Escarpment Removal (2027)	LS	$ 3,707.87	Glacier	$ 27,772.5	10%	$ 2,777.25	$ 34,257.62
Task 8 2027 Beach Renourishment, Permitting & Design	8A	Engineering Design	T&M	$ 29,046.00				$ -	$ 29,046.00
	8B	Borrow Area Modification	T&M	$ 32,669.88	Athena	$ 52,028.0	10%	$ 5,202.80	$ 89,900.68
	8C	State and Federal Permitting (FDEP, USACE, SARBO)	T&M	$ 29,715.55	CEG	$ 9,992.0	10%	$ 999.20	$ 40,706.75
	8D	Task Intentionally Left blank	T&M	$ -				$ -	$ -
	8E	Beach Profile Surveys (construction plans)	LS	$ 2,305.18	M&E	$ 10,800.0	10%	$ 1,080.00	$ 14,185.18
	8F	Inlet Survey (construction plans)	LS	$ 525.30	M&E	$ 28,059.0	10%	$ 2,805.90	$ 31,390.20
	8G	Upland Sand Evaluation	LS	$ 30,890.30	ECS	$ 896.0	10%	$ 89.60	$ 31,875.90
Task 9 2027 Beach Renourishment, Construction (12/2026 to 4/2027)	9A	Plans and Specifications Development	T&M	$ 41,538.20				$ -	$ 41,538.20
	9B	Bid Solicitation Support	T&M	$ 11,896.50				$ -	$ 11,896.50
	9C	Pre-Construction Coordination, Submittals, NTP	T&M	$ 28,473.40				$ -	$ 28,473.40
	9D	Environmental Surveys - Seagrass (pre-construction)	T&M	$ 2,296.90	CEG	$ 9,096.0	10%	$ 909.60	$ 12,302.50
	9E	Environmental Surveys - Seagrass (during-construction)	T&M	$ 2,365.78	CEG	$ 9,096.0	10%	$ 909.60	$ 12,371.38
	9F	Environmental Surveys - Seagrass (post-construction)	T&M	$ 2,365.78	CEG	$ 18,928.0	10%	$ 1,892.80	$ 23,186.58
	9G	Environmental Surveys - Queen Conch (baseline pre-construction)	T&M	$ 2,296.90	CEG	$ 32,026.0	10%	$ 3,202.60	$ 37,525.50
	9H	Environmental Surveys - Queen Conch (during-constr., 3 events)	T&M	$ 7,097.34	CEG	$ 48,198.0	10%	$ 4,819.80	$ 60,115.14
	9I	Immediate Pre-construction Queen Conch Relocation and SAL	T&M	$ 3,278.14	CEG	$ 6,142.0	10%	$ 614.20	$ 10,034.34
	9J	Construction Review	T&M	$ 102,412.02	GBA	$ 452,000.0	5%	$ 22,600.00	$ 577,012.02
					ECS & CEG	$ 10,460.0	10%	$ 1,046.00	$ 11,506.00
	9K	Weekly Meetings & Coordination - 4 months anticipated	T&M	$ 10,048.80				$ -	$ 10,048.80
	9L	Pre- and Post-Construction Beach Profile Surveys	LS	$ 442.90	M&E	$ 22,032.0	10%	$ 2,203.20	$ 24,678.10
	9M	Pre- and Post-Construction Borrow Area Surveys	LS	$ 442.90	M&E	$ 56,845.0	10%	$ 5,684.50	$ 62,972.40
	9N	Post-Construction Sediment QA/QC	LS	$ 14,210.65	ECS	$ 2,688.0	10%	$ 268.80	$ 17,167.45
	9O	Post-construction Close-out & Reporting	T&M	$ 61,474.72				$ -	$ 61,474.72
	9P	Public Outreach and Relations	T&M	$ 108.15	Firefly	$ 15,000.0	10%	$ 1,500.00	$ 16,608.15
Task 10 2028 Physical Monitoring (YR-1)	10A	Data Analysis & Reporting	LS	$ 54,019.40				$ -	$ 54,019.40
Task 11 2029 Physical Monitoring (YR-2)	11A	Data Analysis & Reporting	LS	$ 55,640.36				$ -	$ 55,640.36
Task 12 2030 Physical Monitoring	12A	Data Analysis & Reporting	LS	$ 55,640.36				$ -	$ 55,640.36
Task 13 Beach Tilling (YR-1)	13A	Beach Tilling & Escarpment Removal (2028)	LS	$ 3,819.19	Glacier	$ 31,938.4	10%	$ 3,193.84	$ 38,951.40
Task 14 Beach Tilling (YR-2)	14A	Beach Tilling & Escarpment Removal (2029)	LS	$ 3,933.74	Glacier	$ 36,729.1	10%	$ 3,672.91	$ 44,335.78
Task 15 Beach Tilling (YR-3)	15A	Beach Tilling & Escarpment Removal (2030)	LS	$ 3,933.74	Glacier	$ 42,238.5	10%	$ 4,223.85	$ 50,396.09
Task 16 Emergency Storm Response	16A	Beach Profile Surveys (2 events)	LS	$ 912.36	M&E	$ 23,832.0	10%	$ 2,383.20	$ 27,127.56
	16B	FEMA Reporting & Coordination (4 events)	LS	$ 108,025.98				$ -	$ 108,025.98
Task 17 Coastal GIS Maintenance	17A	Ongoing Maintenance of the County Coastal GIS Database	T&M	$ 1,140.45	CMAR	$ 177,042.0	10%	$ 17,704.20	$ 195,886.65
Task 18 Structural Stabilization Study	18A	Engineering Review	LS	$ 23,900.00				$ -	$ 23,900.00
Task 19 - Hazard Mitigation Grant Program Support	19A	HMGP Application Support	T&M	$ 42,270.00				$ -	$ 42,270.00
	19B	Alternatives Analysis, Phase I	LS	$ 76,089.00	CEG	$ 24,226.0	10%	$ 2,422.6	$ 102,737.60
					SCS	$ 130,560.0	5%	$ 6,528.0	$ 137,088.00
	19C	Selected Alternative(s) Analysis, Phase II	LS	$ 103,429.00	SCS	$ 118,740.0	5%	$ 5,937.0	$ 228,106.00
TOTAL				**$ 1,560,376.04**		**$ 1,442,514.51**		**$ 109,186.45**	**$ 3,112,077.00**

Cost Details
Professional Services for the Bathtub Reef Beach Park / Sailfish Point Nourishment Project (2027)

DIRECT LABOR																					OUTSIDE SVS/SUB-CONTRACTORS				
Task	Sub-Task	Description	Work Year	Principal rate	Principal	Sr Engineer rate	Sr Engineer	Coastal Engr III rate	Coastal Engr III	Coastal Engr II rate	Coastal Engr II	Coastal Engr I rate	Coastal Engr I	CAD rate	CAD	Admin. Asst. rate	Admin. Asst.	Total Hours	UNIT	COST	SERVICE	COST	BURDEN Percent	BURDEN Amount	TOTAL
Task 1 Contract Administration and Project Management	1A- YR1	Overall Project Management and Coordination	2025	$ 255.00	60	$ 215.00	80	$ 174.00		$ 142.50		$ 122.00		$ 108.50		$ 105.00	15	155	T&M	$ 34,075.00				$ -	$ 34,075.00
	1B -YR1	Project Partner Coordination and Planning	2025	$ 255.00	28	$ 215.00	40	$ 174.00		$ 142.50		$ 122.00		$ 108.50		$ 105.00	15	83	T&M	$ 17,315.00				$ -	$ 17,315.00
	1A -YR2	Overall Project Management and Coordination	2026	$ 262.65	60	$ 221.45	80	$ 179.22		$ 146.78		$ 125.66		$ 111.76		$ 108.15	15	155	T&M	$ 35,097.25				$ -	$ 35,097.25
	1B -YR2	Project Partner Coordination and Planning	2026	$ 262.65	28	$ 221.45	40	$ 179.22		$ 146.78		$ 125.66		$ 111.76		$ 108.15	15	83	T&M	$ 17,834.45				$ -	$ 17,834.45
	1A -YR3	Overall Project Management and Coordination	2027	$ 270.53	60	$ 228.09	80	$ 184.60		$ 151.18		$ 129.43		$ 115.11		$ 111.39	15	155	T&M	$ 36,149.85				$ -	$ 36,149.85
	1B -YR3	Project Partner Coordination and Planning	2027	$ 270.53	28	$ 228.09	40	$ 184.60		$ 151.18		$ 129.43		$ 115.11		$ 111.39	15	83	T&M	$ 18,369.29				$ -	$ 18,369.29
	1A -YR4	Overall Project Management and Coordination	2028	$ 278.65	60	$ 234.93	80	$ 190.14		$ 155.72		$ 133.31		$ 118.56		$ 114.73	15	155	T&M	$ 37,234.35				$ -	$ 37,234.35
	1B -YR4	Project Partner Coordination and Planning	2028	$ 278.65	28	$ 234.93	40	$ 190.14		$ 155.72		$ 133.31		$ 118.56		$ 114.73	15	83	T&M	$ 18,920.35				$ -	$ 18,920.35
	1A -YR5	Overall Project Management and Coordination	2029	$ 287.01	60	$ 241.98	80	$ 195.84		$ 160.39		$ 137.31		$ 122.12		$ 118.17	15	155	T&M	$ 38,351.55				$ -	$ 38,351.55
	1B -YR5	Project Partner Coordination and Planning	2029	$ 287.01	28	$ 241.98	40	$ 195.84		$ 160.39		$ 137.31		$ 122.12		$ 118.17	15	83	T&M	$ 19,488.03				$ -	$ 19,488.03
	1C	Meeting Attendance and Additional Assignments	2027	$ 270.53	320	$ 228.09	360	$ 184.60		$ 151.18		$ 129.43		$ 115.11	40	$ 111.39	15	735	T&M	$ 174,957.25				$ -	$ 174,957.25
Task 2 2025 Physical Monitoring (YR-1)	2A	Data Analysis & Reporting	2025	$ 255.00	60	$ 215.00	128	$ 174.00		$ 142.50		$ 122.00	40	$ 108.50	16	$ 105.00	1	245	LS	$ 49,541.00				$ -	$ 49,541.00
Task 3 2026 Physical Monitoring (YR-2)	3A	Data Analysis & Reporting	2026	$ 262.65	60	$ 221.45	128	$ 179.22		$ 146.78		$ 125.66	40	$ 111.76	16	$ 108.15	1	245	LS	$ 51,027.31				$ -	$ 51,027.31
Task 4 2027 Physical Monitoring	4A	Data Analysis & Reporting	2027	$ 270.53	60	$ 228.09	128	$ 184.60		$ 151.18		$ 129.43	40	$ 115.11	16	$ 111.39	1	245	LS	$ 52,557.67				$ -	$ 52,557.67
Task 5 Beach Tilling (YR-1)	5A	Beach Tilling & Escarpment Removal (2025)	2025	$ 255.00		$ 215.00	3	$ 174.00		$ 142.50	20	$ 122.00		$ 108.50		$ 105.00		23	LS	$ 3,495.00	Glacier	$ 21,000.00	10%	$ 2,100.00	$ 26,595.00
Task 6 Beach Tilling (YR-2)	6A	Beach Tilling & Escarpment Removal (2026)	2026	$ 262.65		$ 221.45	3	$ 179.22		$ 146.78	20	$ 125.66		$ 111.76		$ 108.15		23	LS	$ 3,599.95	Glacier	$ 24,150.00	10%	$ 2,415.00	$ 30,164.95
Task 7 Beach Tilling (YR-3)	7A	Beach Tilling & Escarpment Removal (2027)	2027	$ 270.53		$ 228.09	3	$ 184.60		$ 151.18	20	$ 129.43		$ 115.11		$ 111.39		23	LS	$ 3,707.87	Glacier	$ 27,772.50	10%	$ 2,777.25	$ 34,257.62
Task 8 2027 Beach Renourishment, Permitting & Design	8A	Engineering Design	2026	$ 262.65	24	$ 221.45	80	$ 179.22		$ 146.78		$ 125.66	40	$ 111.76		$ 108.15		144	T&M	$ 29,046.00				$ -	$ 29,046.00
	8B	Borrow Area Modification	2026	$ 262.65	20	$ 221.45	80	$ 179.22		$ 146.78	60	$ 125.66		$ 111.76	8	$ 108.15		168	T&M	$ 32,669.88	Athena	$ 52,028.00	10%	$ 5,202.80	$ 89,900.68
	8C	State and Federal Permitting (FDEP, USACE, SARBO)	2026	$ 262.65	24	$ 221.45	72	$ 179.22	24	$ 146.78		$ 125.66	12	$ 111.76	10	$ 108.15	5	147	T&M	$ 29,715.55	CEG	$ 9,992.00	10%	$ 999.20	$ 40,706.75
	8D	Task Intentionally Left blank	2026	$ 262.65		$ 221.45		$ 179.22		$ 146.78		$ 125.66		$ 111.76		$ 108.15		0	T&M	$ -				$ -	$ -
	8E	Beach Profile Surveys (construction plans)	2026	$ 262.65	2	$ 221.45	4	$ 179.22		$ 146.78		$ 125.66		$ 111.76	8	$ 108.15		14	LS	$ 2,305.18	M&E	$ 10,800.00	10%	$ 1,080.00	$ 14,185.18
	8F	Inlet Survey (construction plans)	2026	$ 262.65	2	$ 221.45		$ 179.22		$ 146.78		$ 125.66		$ 111.76		$ 108.15		2	LS	$ 525.30	M&E	$ 28,059.00	10%	$ 2,805.90	$ 31,390.20
	8G	Upland Sand Evaluation	2026	$ 262.65	16	$ 221.45	40	$ 179.22		$ 146.78	120	$ 125.66		$ 111.76		$ 108.15	2	178	LS	$ 30,890.30	ECS	$ 896.00	10%	$ 89.60	$ 31,875.90
Task 9 2027 Beach Renourishment, Construction (12/2026 to 4/2027)	9A	Plans and Specifications Development	2026	$ 262.65	40	$ 221.45	100	$ 179.22		$ 146.78	24	$ 125.66		$ 111.76	48	$ 108.15		212	T&M	$ 41,538.20				$ -	$ 41,538.20
	9B	Bid Solicitation Support	2026	$ 262.65	20	$ 221.45	30	$ 179.22		$ 146.78		$ 125.66		$ 111.76		$ 108.15		50	T&M	$ 11,896.50				$ -	$ 11,896.50
	9C	Pre-Construction Coordination, Submittals, NTP	2026	$ 262.65	40	$ 221.45	70	$ 179.22	3	$ 146.78	4	$ 125.66		$ 111.76	12	$ 108.15		129	T&M	$ 28,473.40				$ -	$ 28,473.40
	9D	Environmental Surveys - Seagrass (pre-construction)	2026	$ 262.65	2	$ 221.45	8	$ 179.22		$ 146.78		$ 125.66		$ 111.76		$ 108.15		10	T&M	$ 2,296.90	CEG	$ 9,096.00	10%	$ 909.60	$ 12,302.50
	9E	Environmental Surveys - Seagrass (during-construction)	2027	$ 270.53	2	$ 228.09	8	$ 184.60		$ 151.18		$ 129.43		$ 115.11		$ 111.39		10	T&M	$ 2,365.78	CEG	$ 9,096.00	10%	$ 909.60	$ 12,371.38
	9F	Environmental Surveys - Seagrass (post-construction)	2027	$ 270.53	2	$ 228.09	8	$ 184.60		$ 151.18		$ 129.43		$ 115.11		$ 111.39		10	T&M	$ 2,365.78	CEG	$ 18,928.00	10%	$ 1,892.80	$ 23,186.58
	9G	Environmental Surveys - Queen Conch (baseline pre-construction)	2026	$ 262.65	2	$ 221.45	8	$ 179.22		$ 146.78		$ 125.66		$ 111.76		$ 108.15		10	T&M	$ 2,296.90	CEG	$ 32,026.00	10%	$ 3,202.60	$ 37,525.50
	9H	Environmental Surveys - Queen Conch (during-constr., 3 events)	2027	$ 270.53	6	$ 228.09	24	$ 184.60		$ 151.18		$ 129.43		$ 115.11		$ 111.39		30	T&M	$ 7,097.34	CEG	$ 48,198.00	10%	$ 4,819.80	$ 60,115.14
	9I	Immediate Pre-construction Queen Conch Relocation and SAL	2027	$ 270.53	2	$ 228.09	12	$ 184.60		$ 151.18		$ 129.43		$ 115.11		$ 111.39		14	T&M	$ 3,278.14	CEG	$ 6,142.00	10%	$ 614.20	$ 10,034.34
	9J	Construction Review	2027	$ 270.53	96	$ 228.09	288	$ 184.60		$ 151.18		$ 129.43	60	$ 115.11	24	$ 111.39	2	470	T&M	$ 102,412.02	GBA	$ 452,000.00	5%	$ 22,600.00	$ 577,012.02
																					ECS & CEG	$ 10,460.00	10%	$ 1,046.00	$ 11,506.00
	9K	Weekly Meetings & Coordination - 4 months anticipated	2027	$ 270.53	16	$ 228.09	16	$ 184.60		$ 151.18		$ 129.43	16	$ 115.11		$ 111.39		48	T&M	$ 10,048.80				$ -	$ 10,048.80
	9L	Pre- and Post-Construction Beach Profile Surveys	2026	$ 262.65		$ 221.45	2	$ 179.22		$ 146.78		$ 125.66		$ 111.76		$ 108.15		2	LS	$ 442.90	M&E	$ 22,032.00	10%	$ 2,203.20	$ 24,678.10
	9M	Pre- and Post-Construction Borrow Area Surveys	2026	$ 262.65		$ 221.45	2	$ 179.22		$ 146.78		$ 125.66		$ 111.76		$ 108.15		2	LS	$ 442.90	M&E	$ 56,845.00	10%	$ 5,684.50	$ 62,972.40
	9N	Post-Construction Sediment QA/QC	2027	$ 270.53	6	$ 228.09	32	$ 184.60		$ 151.18		$ 129.43	40	$ 115.11		$ 111.39	1	79	LS	$ 14,210.65	ECS	$ 2,688.00	10%	$ 268.80	$ 17,167.45
	9O	Post-construction Close-out & Reporting	2027	$ 270.53	64	$ 228.09	115	$ 184.60		$ 151.18	80	$ 129.43	30	$ 115.11	16	$ 111.39	1	306	T&M	$ 61,474.72				$ -	$ 61,474.72
	9P	Public Outreach and Relations	2026	$ 262.65		$ 221.45		$ 179.22		$ 146.78		$ 125.66		$ 111.76		$ 108.15	1	1	T&M	$ 108.15	Firefly	$ 15,000.00	10%	$ 1,500.00	$ 16,608.15
Task 10 2028 Physical Monitoring (YR-1)	10A	Data Analysis & Reporting	2028	$ 278.65	60	$ 234.93	128	$ 190.14		$ 155.72		$ 133.31	40	$ 118.56	16	$ 114.73		244	LS	$ 54,019.40				$ -	$ 54,019.40
Task 11 2029 Physical Monitoring (YR-2)	11A	Data Analysis & Reporting	2029	$ 287.01	60	$ 241.98	128	$ 195.84		$ 160.39		$ 137.31	40	$ 122.12	16	$ 118.17		244	LS	$ 55,640.36				$ -	$ 55,640.36
Task 12 2030 Physical Monitoring	12A	Data Analysis & Reporting	2029	$ 287.01	60	$ 241.98	128	$ 195.84		$ 160.39		$ 137.31	40	$ 122.12	16	$ 118.17		244	LS	$ 55,640.36				$ -	$ 55,640.36
Task 13 Beach Tilling (YR-1)	13A	Beach Tilling & Escarpment Removal (2028)	2028	$ 278.65		$ 234.93	3	$ 190.14		$ 155.72	20	$ 133.31		$ 118.56		$ 114.73		23	LS	$ 3,819.19	Glacier	$ 31,938.38	10%	$ 3,193.84	$ 38,951.40
Task 14 Beach Tilling (YR-2)	14A	Beach Tilling & Escarpment Removal (2029)	2029	$ 287.01		$ 241.98	3	$ 195.84		$ 160.39	20	$ 137.31		$ 122.12		$ 118.17		23	LS	$ 3,933.74	Glacier	$ 36,729.13	10%	$ 3,672.91	$ 44,335.78
Task 15 Beach Tilling (YR-3)	15A	Beach Tilling & Escarpment Removal (2030)	2029	$ 287.01		$ 241.98	3	$ 195.84		$ 160.39	20	$ 137.31		$ 122.12		$ 118.17		23	LS	$ 3,933.74	Glacier	$ 42,238.50	10%	$ 4,223.85	$ 50,396.09
Task 16 Emergency Storm Response	16A	Beach Profile Surveys (2 events)	2027	$ 270.53		$ 228.09	4	$ 184.60		$ 151.18		$ 129.43		$ 115.11		$ 111.39		4	LS	$ 912.36	M&E	$ 23,832.00	10%	$ 2,383.20	$ 27,127.56
	16B	FEMA Reporting & Coordination (4 events)	2027	$ 270.53	72	$ 228.09	360	$ 184.60		$ 151.18		$ 129.43	48	$ 115.11		$ 111.39	2	482	LS	$ 108,025.98				$ -	$ 108,025.98
Task 17 Coastal GIS Maintenance	17A	Ongoing Maintenance of the County Coastal GIS Database	2027	$ 270.53		$ 228.09	5	$ 184.60		$ 151.18		$ 129.43		$ 115.11		$ 111.39		5	T&M	$ 1,140.45	CMAR	$ 177,042.00	10%	$ 17,704.20	$ 195,886.65
Task 18 Structural Stabilization Study	18A	Engineering Review	2025	$ 255.00	60	$ 215.00	40	$ 174.00		$ 142.50		$ 122.00		$ 108.50		$ 105.00		100	LS	$ 23,900.00				$ -	$ 23,900.00
Task 19 - Hazard Mitigation Grant Program Support	19A	HMGP Application Support	2025	$ 255.00	40	$ 215.00	128	$ 174.00		$ 142.50		$ 122.00		$ 108.50	40	$ 105.00	2	210	T&M	$ 42,270.00				$ -	$ 42,270.00
	19B	Alternatives Analysis, Phase I	2025	$ 255.00	100	$ 215.00	200	$ 174.00		$ 142.50		$ 122.00	40	$ 108.50	24	$ 105.00	1	365	LS	$ 76,089.00	CEG	$ 24,226.00	10%	$ 2,422.60	$ 102,737.60
																					SCS	$ 130,560.00	5%	$ 6,528.00	$ 137,088.00
	19C	Selected Alternative(s) Analysis, Phase II	2025	$ 255.00	160	$ 215.00	256	$ 174.00		$ 142.50		$ 122.00	40	$ 108.50	24	$ 105.00	1	481	LS	$ 103,429.00	SCS	$ 118,740.00	5%	$ 5,937.00	$ 228,106.00
TOTAL																				**$ 1,560,376.04**		**$ 1,442,514.51**		**$ 109,186.45**	**$ 3,112,077.00**

1/23/2025

January 9th, 2025

Steven C. Howard, P.E., BC.CE
Lead Coastal Engineer
Foth | Olsen
2618 Herschel Street
Jacksonville, FL 32204-4512

RE: Cost Proposal for Vibracore Sample Collection and Geotechnical Reporting
St. Lucie Inlet Flood Shoal Borrow Area Investigation
Martin County, Florida

Dear Mr. Howard,

This letter is intended to serve as a technical cost proposal for the above-mentioned vibracore sampling effort. This proposal is based on discussions between Athena Technologies, Inc. (Athena) and Foth | Olsen in December of 2024.

It is our understanding that you will require the collection of up to 10 vibracores to a depth of up to 15 feet below sediment surface. The intent of the investigation is to determine sediment characteristics in the ebb shoal associated with St. Lucie Inlet, located in Martin County, Florida. Target core recovery is understood to be 13 to 14 feet. We understand that you will also require geotechnical reporting, which will include core logging, core photography, and laboratory analyses of sub-samples from the vibracores.

We are proposing the use of our thirty-five (35) foot research vessel, *Artemis*, to operate as the sampling platform for this effort. This vessel is equipped with all required U.S. Coast Guard (USCG) safety gear and will be operated by a USCG-certified Master Captain. The Captain will be accompanied by 3 additional crew members. Athena will utilize a Trimble Differential Global Positioning System (sub-meter accurate) interfaced with HYPACK for horizontal positioning, and a Furuno fathometer and lead line for collecting water depths. A Spectra Precision SP80 Global Navigation Satellite System (GNSS) (accurate to +/- 2 centimeters) interfaced with the Florida Permanent Reference Network (FPRN) will be utilized to determine sediment surface elevations and final horizontal coordinates.

During field activities, Athena will navigate to the sample coordinates and, once on station, the vessel will be immobilized using a triple-point anchor system. When the vessel is immobilized, the

1293 Graham Farm Road, PO Box 68
McClellanville, South Carolina 29458
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www.athenatechnologies.com; neil_wicker@athenatechnologies.com

coordinates at the vessel location will be compared with coordinates for the desired sample site to ensure accurate vessel positioning. Athena's custom-designed and fabricated vibracore system will then be deployed from the sampling platform. The vibracore system consists of a generator with a mechanical vibrator attached via cable to a 3-inch diameter, aluminized steel sample barrel. The sample barrel is lowered to the sediment surface through a moon pool in the deck of the vessel by attaching lengths of drill stem. The vibracore machine is then turned on and the sample barrel is allowed to penetrate until it reaches target depth, or refusal. The sample barrel is then retrieved using an electric winch. Once the sample is on deck, the core is measured to ensure acceptable recovery. The completed core will then be capped on both ends, labeled and marked with arrows for orientation purposes.

Based on past experience working in the study area, it is anticipated that refusal may be encountered at certain sample locations. The refusal material was commonly comprised of a carbonate-cemented sandstone. If vibracore recovery is less than 80%, or if refusal is met and the material at the base of the core is not limestone, carbonate-cemented clastic sediments, or indurated silt/clay, then Athena will make one additional vibracore attempt to reach the required penetration depth and/or increase recovery.

It should be emphasized that crew and vessel safety is of utmost concern when working adjacent to, or on top of, nearshore shoal complexes associated with inlets. In shoal-type settings, wave action is increased due to amplification and wave angles converge (due to refraction) as they approach the shoal, which can create potentially hazardous situations. We may also be impacted by excessive vessel traffic causing large wakes at the shallower core locations. Athena will make every reasonable attempt to collect the vibracore samples from the requested locations; however, the vessel captain will have sole discretion to abandon, or choose not to attempt, core collection in certain areas if crew and vessel safety are threatened due to site conditions. If a location is deemed unsafe, Athena will contact the Foth | Olsen project manager to discuss alternate sample locations.

The completed cores will be sectioned into 5-foot lengths and opened longitudinally at Athena's facility in McClellanville, South Carolina. Athena will photograph and log the cores (in accordance with ASTM D2488-09A) at this facility. Draft core logs and vibracore photomosaic images will be sent to Foth | Olsen to allow for sub-sample interval determination. Upon receipt of sample intervals from Foth | Olsen, Athena will extract and ship the sub-samples to Terracon Consultants, Inc. (Terracon) in Jacksonville, Florida for analysis. Terracon is a USACE- and AASHTO-certified laboratory. We understand that the sub-samples will be analyzed for grain size distribution, shell content, and carbonate content. Grain size analysis will be conducted in accordance with procedures outlined in ASTM D6913, using sieves: 3/4-inch, 5/8-inch, No. 3.5, No. 4, No. 5, No. 7, No. 10, No. 14, No. 18, No. 25, No. 35, No. 45, No. 60, No. 80, No. 120, No. 170, No. 200, and No. 230. Visual estimation of shell content will be conducted for each sub-sample using the Terry and Chilingar (1955) method, and sub-samples will also be classified in accordance with guidelines outlined in ASTM D2487. Carbonate content will be determined via the Twenhofyl and Tyler acid digestion method (1941).

Upon receipt of all laboratory sub-sample data, Athena will produce a PDF report that will contain sampling methodology, site maps, core logs, photomosaic images, grain size and carbonate data, and a summary of site conditions. Athena will also provide the gINT project file used to produce the core logs and grain size statistics.

In consideration of the scope of services, our proposed costs for this effort are as follows:

ItemNo.	Description	Amount
1	Mobilization/Demobilization, lump sum	$11,826.00
2	Vibracore Collection, per core	$2,485.20
3	Spectra Precision SP80 GNSS Rental, lump sum	$1,000.00
4	Vibracore Processing, Logging, Photomosaic Production, and Archiving, per core	$400.00
5	Grain Size Analysis with Visual Percent Shell, per sample (ASTM D6913 Method & Terry & Chilingar Method))	$90.00
6	Carbonate Content, per sample (Twenhofyl and Tyler Acid Digestion Method)	$125.00
7	Analytical Sample Shipping, lump sum	$500.00
8	Geotechnical Reporting, lump sum	$5,000.00

The per core rate includes the following: vessel and vibracore equipment rental, labor, per diem, consumables, and all other associated sediment sampling costs. The above prices are valid through July 9th, 2025, and are subject to change if the final scope of work deviates from the scope outlined above.

We sincerely appreciate the opportunity to provide a cost estimate for this project. Please let us know if you have any questions or comments.

Best Regards,

J. Neil Wicker
Marketing Director

ATHENA TECHNOLOGIES, INC.
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Coastal Eco Group
Fee Schedule , BRBP / SP 2027 Renourishment

Professional Services for Bathtub Beach Sailfish Point Project			Task 1 - Permitting Support		Task 2 - Data Collection								Task 3 - Seagrass Data Deliverable, Maps and Report (one per event)		Task 4 - Queen Conch Maps and Report (one per event)	
			Task 1		Task 2A		Task 2B		Task 2C		Task 2D		Task 3 - Queen		Conch Maps and Report	
Fee Proposal for State & Federal Permitting Support, Seagrass Surveys, & Queen Conch Surveys			Permitting & Meetings (T&M)		Seagrass Surveys- Daily Rate (T&M)		Baseline Pre-construction Queen Conch Surveys Shallow Water Daily Rate (T&M)		Baseline Queen Conch Surveys- Deep Water/Adjacent to Channel Daily Rate (T&M)		Immediate Pre-construction Queen Conch Relocation & SAL acquisition (T&M)		Seagrass Maps and Reporting (T&M)		Queen Conch Maps and Reporting (T&M)	
	CATEGORY	Rate	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR
Coastal Eco-Group Inc.	Principal Scientist	$152.00	24.00	$3,648.00		$0.00		$0.00		$0.00	12.00	$1,824.00	16.00	$2,432.00	8.00	$1,216.00
	Sr Scientist	$125.00	24.00	$3,000.00		$0.00	10.00	$1,250.00	10.00	$1,250.00	10.00	$1,250.00	40.00	$5,000.00	24.00	$3,000.00
	Staff Scientist	$100.00	20.00	$2,000.00	20.00	$2,000.00	10.00	$1,000.00		$0.00	20.00	$2,000.00	24.00	$2,400.00	8.00	$800.00
	Boat Captain	$78.00		$0.00	10.00	$780.00	10.00	$780.00		$0.00		$0.00		$0.00		$0.00
	Junior Scientist	$84.00	16.00	$1,344.00	10.00	$840.00	10.00	$840.00		$0.00	10.00	$840.00		$0.00		$0.00
	Commercial Dive Team- Daily	$6,500.00							1.00	$6,500.00		$0.00		$0.00		$0.00
Total Labor			**84.00**	**$9,992.00**	**40.00**	**$3,620.00**	**40.00**	**$3,870.00**	**10.00**	**$7,750.00**	**52.00**	**$5,914.00**	**80.00**	**$9,832.00**	**40.00**	**$5,016.00**
Direct Costs																
Underwater Still Camera (Per Day)		$30.00		$0.00	1.00	$30.00	1.00	$30.00		$0.00	1.00	$30.00		$0.00		$0.00
Underwater Video System (Per Day)		$50.00		$0.00	1.00	$50.00	1.00	$50.00		$0.00		$0.00		$0.00		$0.00
Trimble DGPS (Per Day)		$50.00		$0.00	1.00	$50.00	1.00	$50.00		$0.00	1.00	$50.00		$0.00		$0.00
Dive Expendables (Per Day)		$25.00		$0.00	1.00	$25.00	1.00	$25.00	1.00	$25.00	1.00	$25.00		$0.00		$0.00
Dive Equipment (Per Day Per Person)		$25.00		$0.00	3.00	$75.00	3.00	$75.00	1.00	$25.00	3.00	$75.00		$0.00		$0.00
SCUBA Tank Fills (Per Tank)		$8.00		$0.00	6.00	$48.00	6.00	$48.00	2.00	$16.00	6.00	$48.00		$0.00		$0.00
Mileage (Per Mile)		$0.56		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
Survey Vessel (Per Day)		$650.00		$0.00	1.00	$650.00	1.00	$650.00		$0.00		$0.00		$0.00		$0.00
Commerical Diver Mob/Demob Fee- Per Survey		$1,000.00		$0.00					1.00	$1,000.00		$0.00		$0.00		$0.00
Total Direct Costs				**$0.00**		**$928.00**		**$928.00**		**$1,066.00**		**$228.00**		**$0.00**		**$0.00**
Coastal Eco-Group, Inc. Subtask Totals				***$9,992.00***		***$4,548.00***		***$4,798.00***		***$8,816.00***		***$6,142.00***		***$9,832.00***		***$5,016.00***

TOTALS

Task 8C State and Federal Permitting	$9,992.00	
Task 9D Seagrass Survey (Pre-Construction event- max 2 days)	$9,096.00	(CEG Task 2A, 2 days)
Task 9E Seagrass Survey (During-Constr.)	$9,096.00	(CEG Task 2A, 2 days)
Task 9D Seagrass Survey (Post-Construction)	$18,928.00	(CEG Task 2A, 2 days) + CEG Task 3
Task 9J Construction Review	$9,564.00	(CEG Task 2A, 1 day) + CEG Task 4
Task 9G Queen Conch (pre-Construction)	$32,026.00	(CEG Task 2B, 3 days)+(CEG Task 2C, max 2 days)
subtotal Task 9H Queen Conch (During-Constr., per event)	$14,394.00	(CEG Task 2B, 3 days)
subtotal Task 9H Queen Conch (During-Constr., 3 events)	$43,182.00	
subtotal Task 9H- Queen Conch Report (one report at end)	$5,016.00	(CEG Task 4)
Task 9H- Total	$48,198.00	
Task 9I - Immediate pre-con. Relocation and SAL	$6,142.00	
Task 19B - Alternatives Analysis Phase I	$24,226.00	(CEG Task 2B, 3 days) + CEG Task 3

CMAR CONSULTING, LLC
Environmental & GIS Services

January 8, 2025

Steven C. Howard, P.E., BC.CE
Lead Coastal Engineer
Foth | Olsen
2618 Herschel Street
Jacksonville, FL 32204-4512

RE: GIS Services for the professional services for the Bathtub Beach / Sailfish Point Beach Nourishment Project (2027)

Dear Mr. Howard

CMAR is pleased to submit the 2025 – 2029 GIS services levels and fees (Table I) for the professional services for the Bathtub Beach / Sailfish Point Beach Nourishment Project (2027). The total contact amount over the five years totals $177,042.00, with annual contract amounts listed in Table II.

CMAR Consulting, LLC (CMAR) will ensure that the project's datasets are properly uploaded, recorded, and integrated within the County's Coastal GIS Geodatabase annually. Datasets for this project includes permitting, pre-construction, construction, and post-construction engineering data, and the associated annual physical and biological monitoring data. CMAR will also coordinate with County staff, prepare desktop and web GIS management and planning tools, and conduct and report data analysis results, specifically from the integration of physical and biological monitoring data.

CMAR thanks you for the opportunity to continue to work with Foth | Olsen and Martin County. Please contact me at 904-993-4806 or via email at: alexandra@cmarconsulting.com if you have any questions regarding this submittal.

Best Regards,

Maria Alexandra Carvalho

Alexandra Carvalho, Ph.D., GISP

7990 Baymeadows Rd. E. #308 Jacksonville, FL 32256
TEL 904.993.4806 ● FAX 904.997.0963 www.cmarconsulting.com

CMAR CONSULTING, LLC
Environmental & GIS Services

PROFESSIONAL SERVICES FOR THE BATHTUB BEACH / SAILFISH POINT BEACH NOURISHMENT PROJECT (2027)

TABLE I - 2025 – 2029 SERVICE LEVELS AND FEES

Service Level	Hourly Rate				
	Year 1 2025	Year 2 2026	Year 3 2027	Year 4 2028	Year 5 2029
CEO	$250	$259	$268	$277	$287
Project Manager	$195	$202	$209	$216	$224
Senior GIS	$165	$171	$177	$183	$189
Coastal GIS Specialist	$140	$145	$150	$155	$161
GIS Analyst	$110	$114	$118	$122	$126
GIS Technician	$95	$98	$102	$105	$109

TABLE II – ANNUAL CONTRACT FEES

Annual Contract Totals					TOTAL $ 5 YEARS
Year 1 2025	Year 2 2026	Year 3 2027	Year 4 2028	Year 5 2029	
$30,970.00	$32,050.00	$44,190.00	$34,298.00	$35,534.00	$177,042.00

7990 Baymeadows Rd. E. #308 Jacksonville, FL 32256
TEL 904.993.4806 ● FAX 904.997.0963 www.cmarconsulting.com

2025 FEE SCHEDULE

Geotechnical Exploration and Engineering Services

I. LABORATORY TESTING

A. Grain Size Distribution ..... $ 70.00/EA

B. Munsell Color ..... $ 15.00/EA

C. Visual Shell Content..... $ 15.00/EA

D. Carbonate Content .....$ 105.00/EA

NOTE: This Fee Schedule lists typical laboratory services provided for most beach nourishment projects and should be used for budgeting purposes only. Additional services can be quoted upon request. Please contact an engineering professional at ECS Florida to discuss a specific scope-of-work for your project so that a fee proposal can be prepared.

PER SAMPLE TOTAL: $205.00 (2024); $224.00 (2027 @ 3%)

December 2, 2024

Steven C. Howard, P.E., BC.CE
Foth |Olsen
2618 Herschel Street
Jacksonville, FL 32204

Re: Bathtub Beach Public Outreach & Education Services

Scope of Work

The goal is to proactively educate residents and keep them engaged and informed on the Bathtub Beach renourishment project. Communications will be provided to the Coastal division for dissemination by the County's Public Information Officer (PIO) via their email, social, and other outreach channels. Communications will generally be provided on a weekly basis or as needed.

I. **Key Messaging Development and Updates.** Assist team in developing key messaging and talking points to be woven into communications.

II. **Social Media Content Creation.** Create social media content to provide project updates on important information relating to construction, traffic, navigation, milestones achieved, etc.

III. **Social Media/Traditional Media Monitoring.** Firefly will monitor social media (Facebook, Nextdoor, etc.) and traditional media to track public sentiment, concerns and misinformation and report findings.

IV. **Media Relations/Government Relations.** Create prepared statements, press releases, and media advisories as needed; Serve as media liaison as needed; Track media coverage generated; Crisis communications if needed; Serve as government liaison as needed

Note: Unless otherwise instructed, per Martin County's communications protocol, press releases would be approved by the County and then distributed by Martin County's PIO.

v. **Project Construction Team Meetings**. Participation in team/construction meetings (in-person and virtual) for project.

772.287.5272 • info@fireflyforyou.com • 1211 SW Sunset Trail, Palm City, FL 34990 • fireflyforyou.com

Terms

Timeframe. Upon execution of this agreement, Firefly will be retained for one year or through project completion. Agreement may be extended at the mutual convenience of both parties.

Fee for services. Firefly would be compensated on an hourly basis at the rates below for services described in this Scope of Work, not to exceed $15,000 annually (exclusive of reimbursable expenses) without prior approval. Services outside of this scope of work would also be billed at the rates below on an hourly basis with prior approval from you.

Staff	***Discounted Rates (hourly)***
Principal/Chief Communications Strategist	$185
Sr PR/Lead Communications Specialist	$170
Communications/Public Outreach Specialist	$150
Communications/Public Outreach Coordinator	$125
Graphic/Website Design	$ 85
Administrative	$ 35

Reimbursable Expenses. Compensation does not include reimbursable expenses. Reimbursable expenses include but are not limited to: use of approved third party vendors or other agreed upon and reasonable expenses to perform services such as photography, videography, printing, postage, graphic design, other advertising costs, virtual meeting costs, mileage, etc. Reimbursables must be pre-approved by you.

Payment. Foth|Olsen agrees to provide payment for services on a monthly basis upon receipt of an invoice from Firefly. Payment will be made within sixty (60) days of receipt of invoice. Invoices not paid within sixty (60) days are subject to a 2% monthly interest charge. Firefly may also request an advance payment of fifty percent (50%) of the costs of any collateral and production expenses to be produced through third-party vendors.

Ste3ven, if the information contained in this proposal is satisfactory to you, please acknowledge your acceptance of the above terms and conditions by signing in the space provided below and emailing an executed copy of this agreement to our office.

We look forward to our continued relationship!

Sincerely,

Stacy Ranieri
President
Firefly Communications Inc.
d/b/a The Firefly Group
December 2, 2024

_____
Steven C. Howard, P.E., BC.CE
Foth | Olsen

Date: _____

772.287.5272 • info@fireflyforyou.com • 1211 SW Sunset Trail, Palm City, FL 34990 • fireflyforyou.com

Gahagan & Bryant Associates, Inc.
3802 W. Bay to Bay Blvd., Suite B-22
Tampa, Florida 33629
(813) 831-4408 Fax (813) 831-4216
gbatpa@gba-inc.com

December 27, 2024

Mr. Steve Howard, P.E.
Olsen Associates, Inc.
2618 Herschel Street
Jacksonville, FL 32204

RE: Scope of Services and Fee Proposal
In Support of the Bathtub Beach\Sailfish Point Beach Restoration 2027
Inspection and Contract Surveys of Bathtub\Sailfish Point Beach, Borrow Sites, and Sailfish Point Channel

Dear Mr. Howard,

Below please find the requested scope of work and fee schedule to provide our services in support of the County's Beach 2027 Beach Restoration Project at Bathtub Beach and Sailfish Point.

Construction Inspection and Surveys of Beach, Borrow Sites, and Sailfish Point Channel

We will provide support engineering, project management, and field inspection services on a 7 day per week basis for the duration of the project. A construction inspector and survey technician will be provided to monitor the contractor's progress and performance during the construction phase of the project at the inlet dredging areas and at the beach disposal area at Bathtub Beach\Sailfish Point. The inspector will make daily site visits and review the daily dredge and disposal activities to ensure that the intent of the permits is being met. The beach disposal area will be monitored daily to ensure that the proper beach fill template is being constructed and to monitor sediment quality of the placed beach fill. The inspector will attend weekly toolbox meetings with representatives of the contractor and the County to provide assistance in the resolution of any project issues.

We will perform contract pay surveys of the profiles in the beach fill area and will perform periodic hydrographic surveys of the borrow sites and the Sailfish Point channel in the vicinity of dredge operations. BD/AD beach surveys will be performed at 100-ft alongshore spacing and at baseline PI's, and shall be the basis of payment for beach fill. The borrow site surveys will document the quantity removed during dredging operations and provide for accountability of sand transfer within the inlet. Bathymetric surveys will be performed by employing a fully automated hydrographic survey system, operated from a shallow draft survey vessel. Navigation and positioning for the offshore survey will be accomplished using a real time kinematic(RTK) Global Positioning System, which will significantly reduce the tide reduction errors caused by the extreme tidal gradient within the inlet. All data will be recorded on a disk drive for post survey data processing. Bar check calibration of the fathometer will be taken at the start and end of each survey day. Tide readings will be taken periodically as a control check for the vertical component of the RTK. The bathymetric survey will be performed by procedures meeting USACE standards. Topographic data from the spit along Sailfish Point will be obtained by conventional RTK methods.

The survey data will be processed and cross-sections will be plotted. The data shall also be provided in XYZ format. The interim surveys will be compared to prior surveys on a daily basis and the contract pay quantities will be calculated. We will also review and verify the contractor's pay requests.

We have estimated 10 hydrographic survey days per month, which will require a survey vessel dedicated to the project on a full-time basis. Contract pay surveys on the beach will be performed on a daily basis.

This SOW includes allowance for the performance of pre- and post-construction surveys of the borrow sites, and beach profile monitoring surveys at R- and half-monuments (R34.5-R42.5) . The pre-construction surveys are envisioned to be performed during December 2026 to provide for adequate time to re-evaluate the beach construction templates and update the available borrow site quantities. The post construction surveys will be performed immediately following completion of construction operations.

All survey activities and deliverables shall be conducted in accordance with

- FDEP permit 0326938-001-JC and the St. Lucie Inlet Countywide Physical Monitoring Plan (approved for Martin County on 10/4/2012 in association with JCP 0269814-007-JC); approved Physical Monitoring Plan dated 3/20/2015; and
- the latest update of the BIPP *Monitoring Standards for Beach Erosion Control Projects, Section 01000–Beach Profile Topographic Surveying* and *Section 01100–Offshore Profile Topographic Surveying,* and *Section 01200 – Borrow Site, Shoal & Other Bathymetric Surveying.*

Our cost to perform the subject services is **$129,274 per month**, as detailed in the attached cost estimate. The job is currently envisioned to last 3.5 months for a total estimated budget of **$452,000**. The project will be performed on a lump sum monthly basis, pro rata, based on actual construction project duration.

We trust that these quotes meet with your approval. Should you have any questions or require any additional information regarding this matter, please do not hesitate to call. We look forward to another successful Bathtub Beach\Sailfish Point beach nourishment project.

Best regards,

Clay M. Bryant, P.E.
Project Manager

Bathtub Beach\Sailfish Point Beach Project 2027

Daily Construction Inspection, Beach & Borrow Site Surveys

Gahagan and Bryant Associates, Inc.

LABOR:		Unit	Unit Cost	Total
Sr. Associate	23	Manhours	$266.00	$6,118.00
Associate	16	Manhours	$209.00	$3,344.00
Sr. Engineer	24	Manhours	$172.00	$4,128.00
Engineer II	80	Manhours	$141.00	$11,280.00
Engineer I	20	Manhours	$109.00	$2,180.00
Construction Inspector\Surveyor	270	Manhours	$136.00	$36,720.00
Technician	250	Manhours	$77.00	$19,250.00
CAD\Draftsman	12	Manhours	$101.00	$1,212.00
	Total Labor:			$84,232.00
EQUIPMENT:				
Level, Tripods,Rods, Tools	30	Day	$30.00	$900.00
PC Computer System, Plotter, Software	30	Day	$25.00	$750.00
27' Survey Vessel	10	Day	$1,150.00	$11,500.00
27' Survey Vessel-Standby	20	Day	$300.00	$6,000.00
ATV	30	Day	$75.00	$2,250.00
Trimble RTK Positioning System	30	Day	$200.00	$6,000.00
4x4 Truck	30	Day	$95.00	$2,850.00
	Total Equipment:			$30,250.00
EXPENSES:				
Survey supplies, dockage, fuel, stakes, etc.				$14,792.00
		Total Expenses:		$14,792.00

Total Cost Per Month: $129,274.00

Grand Total for 3.5 months of Survey & Inspection: $452,000.00

14286 Beach Blvd Ste 19
Jacksonville, FL 32250

January 8, 2025

Steve Howard
Foth / Olsen
2618 Herschel Street
Jacksonville, Florida 32204

RE: Bathtub Beach Tilling – Stuart, FL

Mr. Steve Howard,

Glacier Contracting Inc can provide beach tilling and escarpment removal services covering the scope and fee schedule listed below.

Scope:
Work will include tilling approximately 7 acres of beach berm (+/- 3300 LF), of Bathtub Beach located in Stuart, FL. Contractor is to till to a depth of 36" and leave no rutting. Contractor will be responsible to remove escarpments no more than 36" in height. The pricing below is based on one mobilization and the parking lot at 1585 SE MacArthur being shut down by others.

Price Schedule:

2025 $21,000
2026 $24,150
2027 $27,772.50
2028 $31,938.38
2029 $36,729.13
2030 $42,238.50

Sincerely,

Gus Natvig

Digitally signed by Gus Natvig
DN: C=US,
E=gus.natvig@glaciercontracting.com,
O=Glacier Contracting Inc, CN="Gus Natvig
"
Date: 2025.01.08 08:50:43-05'00'

Gus Natvig
Glacier Contracting Inc, President

Morgan & Eklund, Inc.
4909 US Highway 1
Vero Beach, Florida 32967
Phone: 772-388-5364
Fax: 772-388-3165

November 14, 2024

Foth Infrastructure & Environment, LLC
Olsen Associates, Inc.
Attn: Steven C. Howard, PE, BC.CE
2618 Herschel Street
Jacksonville, FL 32204-4512

RE: Onshore/Offshore Beach Profiles, Bathtub Reef Beach Park and Sailfish Point R34 to R42.5, 2026 to 2029, Martin County, FL

Dear Steven:

Morgan & Eklund, Inc. is pleased to provide you with the following proposal to furnish professional land and hydrographic survey services for the above-referenced project.

Onshore/offshore beach profiles will be conducted from R34 to R42.5 including half lines Deliverables will include plan and profile in PDF and AutoCAD formats along with FDEP submittal requirements.

Plan and Spec Survey – September 2026
18 onshore/offshore profiles @ $600/line .....$ 10,800.00

Pre-Construction Survey – December 2026
18 onshore/offshore profiles @ $600/line .....$ 10,800.00

Post-Construction Survey – May 2027
18 onshore/offshore profiles @ $624/line .....$ 11,232.00

Optional Post-Storm Survey – 2028
18 onshore/offshore profiles @ $649/line .....$ 11,682.00

Optional Post-Storm Survey – 2029
18 onshore/offshore profiles @ $675/line .....$ 12,150.00

Should the survey encompass the collection of data at less than ten R-monument transects, the fee/survey line will be renegotiated.

As always, Morgan & Eklund, Inc. is looking forward to working with you and Foth|Olsen Associates, Inc. on this project.

Sincerely,

David W. Coggin Digitally signed by David W. Coggin Date: 2024.11.15 14:02:32 -05'00'

David W. Coggin, PSM
Vice President

DWC:dmc

lling: Will be invoiced upon completion of each survey
Terms: Net 30 days

Morgan & Eklund, Inc.
4909 US Highway 1
Vero Beach, Florida 32967
Phone: 772-388-5364
Fax: 772-388-3165

November 15, 2024

Foth Infrastructure & Environment, LLC
Olsen Associates, Inc.
Attn: Kevin Bodge, PhD, PE
2618 Herschel Street
Jacksonville, FL 32204

RE: Emergency Post-Storm Single Beam Bathymetric Survey of St. Lucie Inlet, Martin County, FL

Dear Kevin:

Morgan & Eklund, Inc. is pleased to provide you with the following proposal to furnish professional land and hydrographic survey services for the above-referenced project.

The scope of work will include performing a single beam bathymetric survey of the St. Lucie Inlet to -3 NAVD± for approximately 56 line miles. Additionally, wading profiles will be performed near the impound basin only. See attached sketch for areas to be surveyed.

Deliverables will include signed and sealed plan view drawings in .dwg and .pdf formats, a survey report, XYZ data and full point cloud(s).

Our price will be as follows:

2028 Single Beam Post-Storm
Lump Sum Fee.....$ 28,059.00

2029 Single Beam Post-Storm
Lump Sum Fee.....$ 28,786.00

As always, Morgan & Eklund, Inc. appreciates this opportunity to work with you and Foth|Olsen Associates, Inc. on this project.

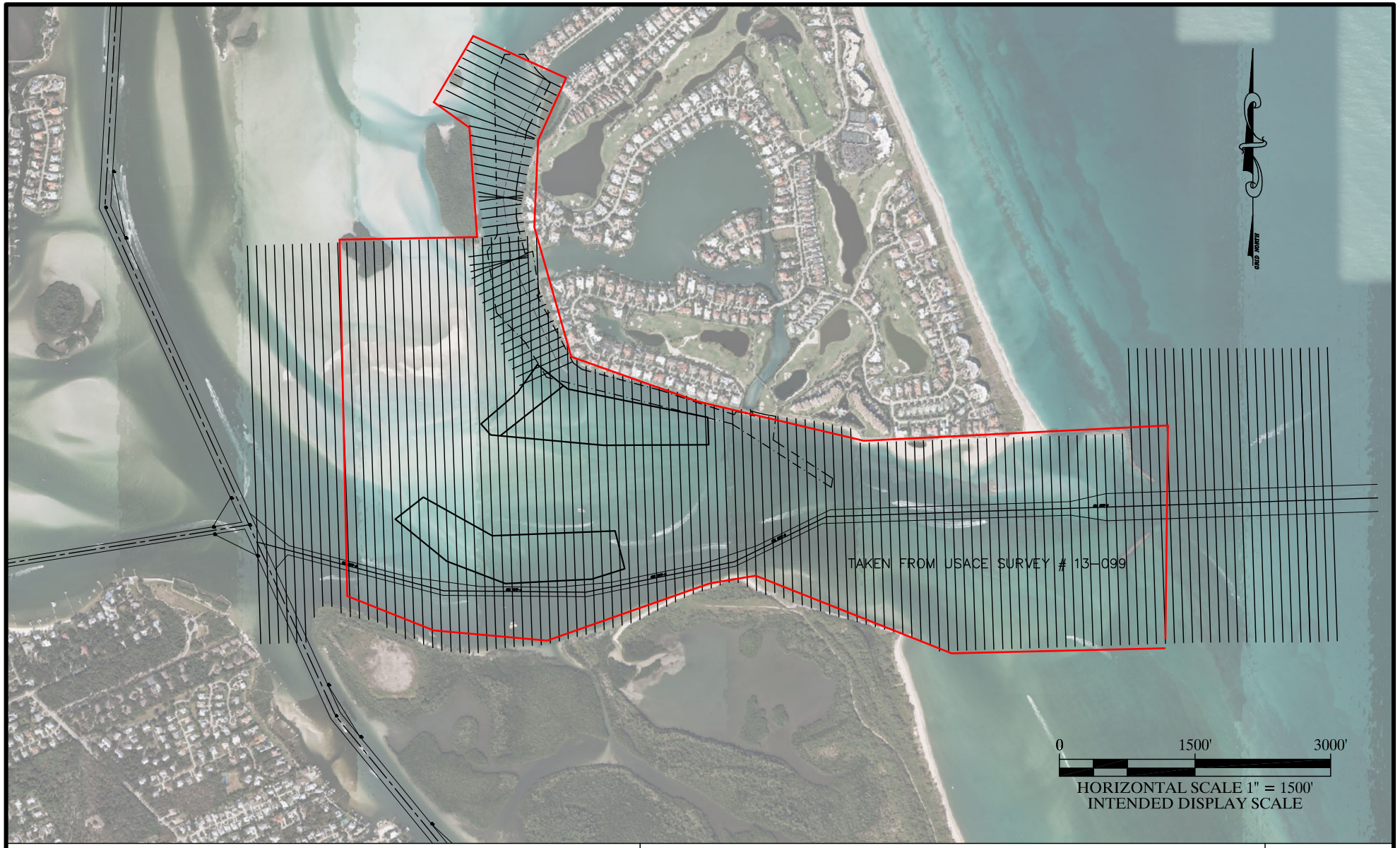
Sincerely,

David W. Coggin

Digitally signed by David W. Coggin
Date: 2024.11.15 14:02:32 -05'00'

David W. Coggin, PSM
Vice President

DWC:dmc
Billing: Will be invoiced upon completion of survey
Terms: Net 30 days
Prices are good through December 2029



Morgan & Eklund Inc.

PROFESSIONAL SURVEY CONSULTANTS

4909 US HIGHWAY #1
VERO BEACH, FL 32967
PHONE: (772) 388-5364
FAX: (772) 388-3165

1557 NE 164TH STREET
UNIT 1
NORTH MIAMI BEACH, FL 33162
PHONE: (305) 403-9557

LB #4298

TOPOGRAPHIC AND HYDROGRAPHIC SURVEY
TOPOGRAPHY AND SINGLE-BEAM BATHYMETRY
ST. LUCIE INLET AND SAILFISH ENTRANCE CHANNEL
FOR OLSEN ASSOCIATES, INC.

COMMISSION NO.	SCALE	DATE
-----	1" = 1,500'	11/13/24

DRAWN BY	CHECKED BY	FIELD BOOK / PAGE NO.	DATE OF SURVEY	SHEET
–	DWC	000 / 000	-----	1 OF 1

\Sdskpro\5075-30\dwg\sli-proposal-exhibit.dwg chris Thu, 14 Nov 2024 - 2:54pm

1212

Sustainable Coastal Soluitions (SCS) Budget for Bathtub Beach Coastal Processes Modeling Refinement and Alternatives Analysis

Task/Sub-Task	Description	Qty/Hours	Rate	Total	Task Sub-Total
1) Olsen/Foth Task 19B - Alterrnatives Analysis, Phase I	Principal Coastal Engineer	130	$280.00	$36,400.00	
	Senior Coastal Engineer	400	$195.00	$78,000.00	
	Coastal Engineer	80	$110.00	$8,800.00	
	Coastal GIS Analyst	64	$115.00	$7,360.00	$130,560.00
2) Olsen/Foth Task 19C - Selected Alterrnative(s) Analysis, Phase II	Principal Coastal Engineer	144	$280.00	$40,320.00	
	Senior Coastal Engineer	340	$195.00	$66,300.00	
	Coastal Engineer	60	$110.00	$6,600.00	
	Coastal GIS Analyst	48	$115.00	$5,520.00	$118,740.00
				TOTAL	**$249,300.00**

BID TABULATION

RFB2025-3628
PORT SALERNO PENINSULA NEIGHBORHOOD RESTORATION

DATE ADVERTISED: NOVEMBER 25, 2024
BID DUE DATE: JANUARY 8, 2025 @ 2:30 PM

FERREIRA CONSTRUCTION CO., INC.	Bid Amount	$ 1,640,641.00
GRSC, INC.	Bid Amount	$ 1,868,556.10
SUNSHINE LAND DESIGN, INC.	Bid Amount	$ 1,918,615.42
JAMIE UNDERGROUND, INC.	Bid Amount	$ 1,926,815.00

DEMANDSTAR STATISTICS:

NUMBER OF BIDDERS: **4**
NUMBER OF PLANHOLDERS: **56**
NUMBER OF SUPPLIERS NOTIFIED: **1,375**

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

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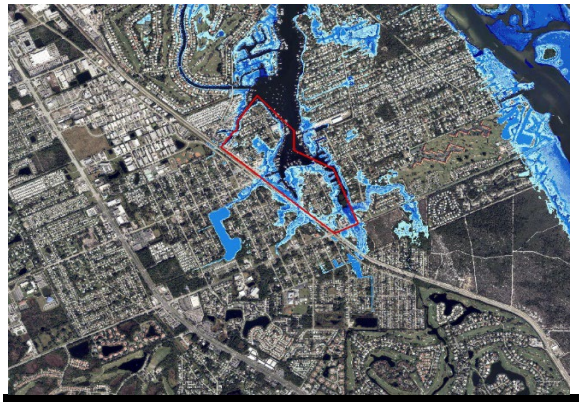
Port Salerno Peninsula Neighborhood Restoration

Category	Non-concurrency
Project Number	101783
Location	Stuart
District	4
Project Limits	Local roadways between Dixie Highway, St. Lucie Blvd., Compass Way, and Manatee Pocket
Related Projects	Port Salerno Neighborhood Restoration; Rocky Point Neighborhood Improvements
Lead Dept/Division	Public Works/Capital Projects
Year Project Initiated	2019



Project Life Cycle 25 Years

Resilience Requirements ☑ 2040 Vulnerability ☑ 2070 Vulnerability ☑ 2100 Vulnerability

DESCRIPTION

Infrastructure Reinvestment Program project includes the replacement of drainage structures, regrading of drainage swales, the addition of sewer force main, pavement milling & resurfacing, and replacement of sidewalk & other ancillary items within the neighborhood. This project will be coordinated with the Martin County Utilities & Solid Waste Department septic to sewer program.

BACKGROUND

In FY16, the Board appropriated $5.4M in Ad Valorem and $9M in Franchise Fees to reduce the infrastructure backlog. There are several areas of the neighborhood with a poor drainage health index and low pavement rating.

PROJECT ORIGINATION

Infrastructure Needs

JUSTIFICATION

The funding will provide for improvements to public facilities that eliminate public hazards, aid in the renovation of worn-out facilities that contribute to achieving or maintaining standards for levels of service adopted in the Comprehensive Growth Management Plan, and significantly reduce the operating cost of providing a service or facility or otherwise mitigate impacts of public facilities on future operating budgets.

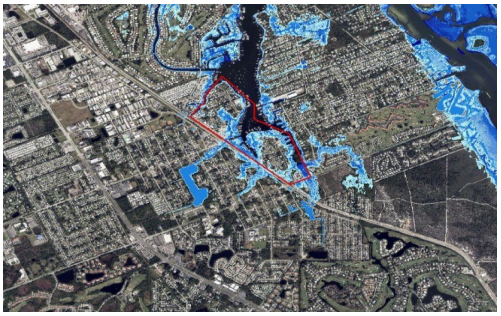
				Funded					Unfunded
Expenditures	**Total**	**To Date**		**FY24**	**FY25**	**FY26**	**FY27**	**FY28**	**FY29-FY33**
Design	150,000	150,000							
Construction	1,839,000	1,189,000		650,000					
Expenditure Total	**1,989,000**	**1,339,000**	**0**	**650,000**	**0**	**0**	**0**	**0**	**0**
Revenues	**Total**	**To Date**	**Carryover**	**FY24**	**FY25**	**FY26**	**FY27**	**FY28**	**FY29-FY33**
Road MSTU	400,000	350,000		50,000					
Ad Valorem	450,000	450,000							
Franchise Fees	1,139,000	539,000		600,000					
Revenue Total	**1,989,000**	**1,339,000**	**0**	**650,000**	**0**	**0**	**0**	**0**	**0**
							Total Unfunded		**0**

OPERATING BUDGET IMPACT

Maintenance costs during the first five years after drainage replacement, resurfacing and restriping will be minimal;
Drainage structures installed have a 50-100 year life cycle;
Sewer force main installed have a 50-100 year life cycle
Resurfaced asphalt pavement will have a 25-30 year cycle at $125,000/mile

Port Salerno Peninsula Neighborhood Restoration Amended 2/11/2025

Category	Non-concurrency
Project Number	101783
Location	Stuart
District	4
Project Limits	Local roadways between Dixie Highway, St. Lucie Blvd., Compass Way, and Manatee Pocket
Related Projects	Port Salerno Neighborhood Restoration; Rocky Point Neighborhood Improvements
Lead Dept/Division	Public Works/Capital Projects
Year Project Initiated	2019



Project Life Cycle 25 Years

Resilience Requirements ☑ 2040 Vulnerability ☑ 2070 Vulnerability ☑ 2100 Vulnerability

DESCRIPTION

Infrastructure Reinvestment Program project includes the replacement of drainage structures, regrading of drainage swales, the addition of sewer force main, pavement milling & resurfacing, and replacement of sidewalk & other ancillary items within the neighborhood. This project will be coordinated with the Martin County Utilities & Solid Waste Department septic to sewer program.

BACKGROUND

In FY16, the Board appropriated $5.4M in Ad Valorem and $9M in Franchise Fees to reduce the infrastructure backlog. There are several areas of the neighborhood with a poor drainage health index and low pavement rating.

PROJECT ORIGINATION

Infrastructure Needs

JUSTIFICATION

The funding will provide for improvements to public facilities that eliminate public hazards, aid in the renovation of worn-out facilities that contribute to achieving or maintaining standards for levels of service adopted in the Comprehensive Growth Management Plan, and significantly reduce the operating cost of providing a service or facility or otherwise mitigate impacts of public facilities on future operating budgets.

				Funded					Unfunded
Expenditures	**Total**	**To Date**		**FY25**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30-FY34**
Design	153,000	153,000							
Construction	1,897,544			1,897,544					
Expenditure Total	**2,050,544**	**153,000**	**0**	**1,897,544**	**0**	**0**	**0**	**0**	**0**
Revenues	**Total**	**To Date**	**Carryover**	**FY25**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30-FY34**
Road MSTU	477,520	153,000	324,520						
Franchise Fees	1,573,024		1,573,024						
Revenue Total	**2,050,544**	**153,000**	**1,897,544**	**0**	**0**	**0**	**0**	**0**	**0**
							Total Unfunded		**0**

OPERATING BUDGET IMPACT

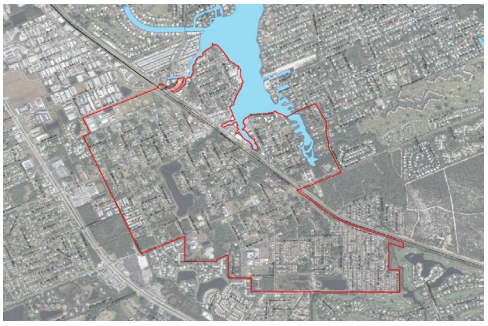
Maintenance costs during the first five years after drainage replacement, resurfacing and restriping will be minimal;
Drainage structures installed have a 50-100 year life cycle;
Sewer force main installed have a 50-100 year life cycle
Resurfaced asphalt pavement will have a 25-30 year cycle at $125,000/mile

Port Salerno CRA Improvements

Category Non-Concurrency
Project Number TBD
Location Port Salerno Community Redevelopment Area
District 4

Project Limits Port Salerno Community Redevelopment Area

Related Projects N/A
Lead Dept/Division Office of Community Devlopment
Year Project Initiated 2025



Project Life Cycle _____ Years
Resilience Requirements ☐ 2040 Vulnerabilty ☑ 2070 Vulnerability ☐ 2100 Vulnerability

DESCRIPTION
Port Salerno Infrastructure Partnerships

BACKGROUND
The Port Salerno Community Redevelopment Plan calls for projects like infrastructure partnerships, parking innovations, property acquisition, and Cove and Salerno Roadway enhancements to support the current and anticipated growth of the area. The construction of workforce housing is a countywide challenge and has been identified in the CRA vision, as well. Upgrading the infrastructure, including improvements to the physical appearance of the neighborhood, are considered vital issues relevant to successful community redevelopment and the fulfillment of the Community Redevelopment Plan.

PROJECT ORIGINATION CRA Plans

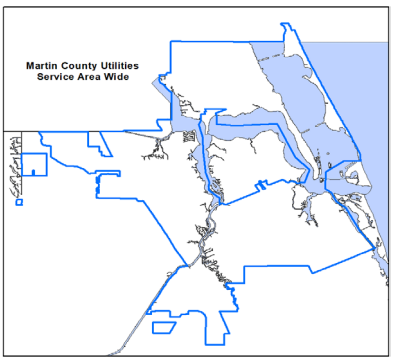
JUSTIFICATION
Policy 14.1G.1. Project priorities in Community Redevelopment Plans. In its Capital Improvement Plan, the County shall give priority to projects identified in adopted Community Redevelopment Plans for the Community Redevelopment Agency areas that provide infrastructure improvements as provided in Policy 14.1A.10. Policy 14.1G.2. Revenue sources for Community Redevelopment projects. The County shall use tax increment financing, grants and other sources of revenue to fund projects identified in adopted Community Redevelopment Plans.

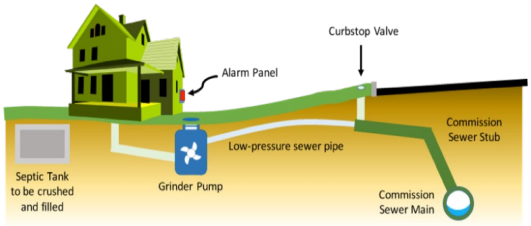
				Funded					Unfunded
Expenditures	**Total**	**To Date**		**FY25**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30-FY34**
Design	1,550,000			160,000	165,000	170,000	175,000	180,000	700,000
Construction	15,176,654			1,581,000	1,613,230	1,646,576	1,681,073	1,716,755	6,938,020
Expenditure Total	**16,726,654**	**0**		**1,741,000**	**1,778,230**	**1,816,576**	**1,856,073**	**1,896,755**	**7,638,020**
Revenues	**Total**	**To Date**	**Carryover**	**FY25**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30-FY34**
TIF	16,726,654		2,500,000	1,241,000	1,278,230	1,316,576	1,356,073	1,396,755	7,638,020
Revenue Total	**16,726,654**	**0**	**2,500,000**	**1,241,000**	**1,278,230**	**1,316,576**	**1,356,073**	**1,396,755**	**7,638,020**
							Total Unfunded		**0**

OPERATING BUDGET IMPACT
Capital asset maintenance will be the responsibility of the Parks and Recreation Department and/or the Field Operations Division of Public Works when construction is complete.

Connect To Protect Force Main System

Category	Non-concurrency
Project Number	3617
Location	Systemwide
District	Systemwide
Project Limits	Systemwide
Related Projects	
Lead Dept/Division	Utilities
Year Project Initiated	Approved during FY20 Workshop
Project Life Cycle	50 Years
Resilience Requirements	☐ 2040 Vulnerability ☑ 2070 Vulnerability ☐ 2100 Vulnerability





DESCRIPTION

Provides a backbone force main system and laterals to prioritized and non-prioritized neighborhoods that can utilize the County's "Connect to Protect" Program.

BACKGROUND

Martin County Utilities offers a "Connect to Protect" Program that will serve neighborhoods that have been identified as utilizing a grinder type system for sanitary sewer collection. As part of the program, the force main backbone system of small diameter (2 inch - 4 inch) force mains will be installed throughout selected neighborhoods. Once the force mains have been installed, customers will be able to connect to the system using a grinder style system.

PROJECT ORIGINATION Commissioners

JUSTIFICATION

The "Connect to Protect" Program is being utilized as a method to assist the Board of County Commissioners in the goal of eliminating septic tanks in the Martin County Utilities Service Area and is used in communities smaller than 350 parcels where a vacuum or gravity-type system is cost prohibitive.

				Funded					Unfunded
Expenditures	**Total**	**To Date**		**FY25**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30-FY34**
Construction	7,485,781	3,285,781		600,000	400,000	400,000	400,000	400,000	2,000,000
Expenditure Total	**7,485,781**	**3,285,781**		**600,000**	**400,000**	**400,000**	**400,000**	**400,000**	**2,000,000**
Revenues	**Total**	**To Date**	**Carryover**	**FY25**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30-FY34**
CFC Sewer Fund	7,485,781	3,285,781		600,000	400,000	400,000	400,000	400,000	2,000,000
Revenue Total	**7,485,781**	**3,285,781**		**600,000**	**400,000**	**400,000**	**400,000**	**400,000**	**2,000,000**
							Total Unfunded		**0**

OPERATING BUDGET IMPACT

The majority of the force mains installed under this program are high density polyethylene with a life span of 50 - 100 years. There will be a minimal impact to the operating budget related to the force mains installed under this program for the first 50 years.

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AMENDMENT TO AGREEMENT BETWEEN COUNTY AND CONSULTANT RFQ2023-3507

THIS AMENDMENT #1 made and entered into this ___ day of _____ in the year 2024, by and between **MARTIN COUNTY**, a political subdivision of Florida, (Hereinafter "County"), 2401 SE Monterey Road, Stuart, Florida 34996 and **Gahagan & Bryant** (Hereinafter "Consultant"), 3802 West Bay to Bay Blvd., Suite B-22, Tampa, FL 33629-6826.

WITNESSETH

WHEREAS, the **County** and **Consultant** entered into an Agreement for Professional Services for the Operation & Management of the St. Lucie Inlet on September 26, 2023; and

WHEREAS, the **County** and **Consultant** wish to amend the Agreement to include Tasks 8-11, focusing on expanding permitted dredging areas due to the migration of the inlet spit outside of the existing impoundment basin limits; and

WHEREAS, the amendment incorporates modifications to include Cut 2, a seaward portion of the federal channel, and additional dredged material disposal options for improved management of the St. Lucie Inlet (SLI) and its sand resources. The **Consultant** has documented and justified these changes in Exhibit A; and

WHEREAS, recent requests from the U.S. Army Corps of Engineers (USACE) necessitate permit modifications to authorize maintenance of additional segments of the federal navigation channel, specifically expanding Cut 2 westward and extending Cut 1 eastward to Station 20+00.

WHEREAS, the **County** and **Consultant** agree to amend the agreement to include additional tasks: Task #8 – Permit Maintenance & Updates ($57,514.89), Task #9 – Data Collection ($116,529.69), Task #10 – Biological Assessment ($36,738.25), and Task #11 – Design and Permitting ($253,649.32), for a total amendment amount of $464,432.15.

NOW THEREFORE, in consideration of the promises, covenants, and mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed that the contract will be amended as follows:

1. Add Tasks 8-11, as documented and justified by the **Consultant** and detailed in Exhibit A.

2. The original contract amount of $2,791,659.15 is increased by $464,432.15, resulting in an amended total contract amount of $3,256,091.30.

3. All remaining pricing, terms, and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

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

REVIEWED BY

James Gorton
Public Works Department Director

GAHAGAN & BRYANT ASSOCIATES, INC

Kevin M. Kremkau
Chief Operating Officer

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Don G. Donaldson, P.E.
County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Sarah W. Woods
County Attorney

Gahagan & Bryant Associates, Inc.
3802 West Bay to Bay Blvd., Suite B-22
Tampa, FL33629-6826
Ph.: (813) 837-4408 Fax: (813) 831-4216
www.gba-inc.com

August 22, 2024

Jessica Garland
Coastal Program Manager
Martin County Board of County
Commissioners 2401 SE Monterey Road
Stuart, FL 34996

RE: Scope of Services and Fee Proposal for State and Federal Permit Modifications in Support of the St. Lucie Inlet Operations and Management Plan

Dear Mrs. Garland,

Below please find the requested proposed scope of work for permitting services in support of the St. Lucie Inlet Operations and Management Plan. The primary focus of this task will be the expansion of the permitted dredging areas to include the area west of the impoundment basin due to the recent migration of the inlet spit outside of the permitted impoundment basin limits. This scope also covers the inclusion of Cut 2 and a seaward portion of the federal channel, which are currently omitted from the existing permit.

The tasks are shown as having unit rates either as lump sum (LS) or time and materials (T&M). Tasks that have uncertainty or variability in their anticipated scope have been budgeted on a T&M basis to allow for future flexibility and coordination with County staff. These tasks will be executed as discussed and coordinated with County staff during scheduled meetings. The fee estimate assumes the work discussed herein will be completed during a two year period.

Modification of State & Federal Permits

Background

In 2022, Martin County's state and federal permits authorizing ongoing management and maintenance of St. Lucie Inlet (SLI) were both modified to add a new beach placement area at St. Lucie Inlet Preserve State Park (SLIPSP). This new dredged material disposal site expanded options for continued management of SLI and its sand resources. The permit modifications were issued just ahead of the start of construction; however, they contained a few errors and undesirable regulatory consequences that were not previously addressed due to project time constraints.

Recently, representatives from the US Army Corps of Engineers (USACE) requested Martin County modify their SLI permits to expand authorization for maintenance of additional segments of the federal navigation channel where shoaling tends to accumulate. Specifically, the USACE would like to add Cut 2 to the west and expand Cut 1 east to Station 20+00. Presently, the western limit of the permitted navigation channel dredge template ends concurrent with the west end of the impoundment basin, and the eastern limit is to Station 22+00. The request to modify the SLI permits would result in regaining previously authorized segments of the federal navigation channel.

Since 2012, SLI has been maintained at intervals far more frequent than years prior with maintenance dredging performed every two to three years. Nourishment of the beaches north of the inlet have also increased in frequency. During this time, the volume of sand collected in the impoundment basin is increasing and at the same time being pushed farther westward resulting in emergent areas beyond the west side of the impoundment basin. Capturing this sand during maintenance dredging events is becoming increasingly difficult, making sand bypassing less efficient overall. To address this issue, Martin County would like to expand the authorized impoundment basin limits further west. Permit modification and expansion areas are illustrated in Attachment B.

Scope of Work

The effort described in this task assignment is to work with regulatory authorities to seek a major modification to both state and federal permits for maintenance of SLI. Because 'new work' is proposed, the permit modifications sought will be treated as new permit applications, requiring submittal of all permit application elements, not just those proposed for modification. The goal of the modifications is to correct errors, remedy the unintended consequences of the 2022 permit modifications, extend the navigation channel dredge template and expand the impoundment basin to the west. Specifically, the following permit modifications will be sought:

Description of modification	State	Federal
Restore project elements inadvertently eliminated from previous modifications	X	X
Extend the SLI navigation channel template	X	X
Extend impoundment basin westward	X	X
Update the Physical Monitoring Plan (2007) to include modified survey areas	X	

Task 8 - Permit Maintenance & Updates

Task 8A - Project Kick-off, Project Management, and Team\County Meetings (T&M) Upon receipt of PO and Notice to Proceed, the Project Manager will develop the workplan and prepare work assignments for team members and delivery in an internal kick off meeting. The team will prepare a tentative schedule of events allowing flexibility for data required from fieldwork. Regular monthly meetings will be held with County staff to provide updates to permitting progress and provide review of collected environmental resources data.

Task 9 - Data Collection

Under this task, the requisite environmental and physical data collection will be performed by the GBA team to support project design and permitting acceptability.

9A - Environmental data collection (T&M)

1. ***Navigation channel***
   An assessment of underwater resources between Stations 22+00 and 20+00 of the navigation channel Cut 1 and the entirety of Cut 2 will be performed to document the presence or absence of submerged resources within the proposed limits of the navigation channel dredge template.

2. ***Impoundment basin expansion area survey***
   An assessment of underwater resources throughout the proposed impoundment basin expansion area will be performed to document the presence or absence of submerged resources within the proposed expanded dredge template.

9B - Sediment data collection, probings, & vibracores (LS)

Sand grab samples will be collected in the proposed expansion area to the west of the existing impoundment basin and analyzed to confirm and document the suitability of the material for beach placement for regulatory authorities.

Sediment grab samples will also be collected along Cut 2 and east of the authorized segment of Cut 1. Samples will be analyzed to determine sediment quality and compatibility for beach placement.

Jet probes of the proposed basin expansion area will be performed along the annual survey profiles spaced at 100'. The individual probes will be taken with a steel jet probe at 50' intervals along the profiles to determine the top of limestone rock or dense clay layers. The elevation of refusal on each probe shall be mapped and analyzed to be utilized in determining the maximum depth of excavation in the expanded basin dredging area.

Approximately four vibracores will be obtained within the proposed basin expansion area and approximately four vibracores will be obtained in the Cut 2 dredging area. The vibracores will be obtained in a continuous core until refusal is met. The collected cores will be logged and analyzed for grain size, Munsell color, and carbonate content in accordance with FDEP guidelines.

Task 10 - Biological Assessment (LS)

To request authorization to expand the impoundment basin west and include additional segments of the navigation channel into the dredge template, it is anticipated that a new Biological Assessment (BA) will be required. A BA includes a comprehensive assessment of the potential environmental impacts of the proposed permit modifications on listed species and will assist the regulatory agencies in evaluating the application. A BA will be prepared using the results of the

above marine resources surveys to assist regulatory agencies with review of the potential impacts of the proposed modifications on listed species.

Task 11 -Design and Permitting (LS)

11A -Design & Permit Drawings

The County's annual inlet monitoring surveys will be reviewed, and cross-sections overlain in an effort to determine the top of rock substate and resulting maximum design depth in the proposed expanded impoundment basin area. The historic survey data will be analyzed to determine the appropriate footprint of the basin expansion. Surveys will also be analyzed to incorporate the addition of Cut 2 and the seaward expansion of Cut 1 (station 22+00 to 20+00) into the design dredge template. This task will combine the data collected to prepare design of the expanded dredge template to approximately 60% for use in pre-application meetings. Once the proposed modifications are reviewed and feedback received, comments will be incorporated into the permit drawings for the state and federal permit modification applications submittal.

In addition to the design, the SLI Physical Monitoring Plan will be updated for the JCP application package. The Physical Monitoring Plan in place approved by FDEP is from 2007. Since that time, changes to the bathymetric survey area determined through updates to the Sediment Budget have been approved by FDEP, but not formally updated and adopted in the regulatory authorization. This task will help formalize the expanded survey areas in the Physical Monitoring Plan as required by permit.

11B - Pre-application meetings (LS)

Pre-application meetings with both the FDEP and the USACE will be scheduled. Two individual virtual meetings are expected, one with FDEP and one with the Cocoa Beach regulatory office of USACE. An agenda and meeting materials with graphics will be drafted to clearly illustrate the elements of the request for modification. These meeting materials will be sent to Martin County for review and a follow up meeting will be scheduled to discuss any feedback. Changes will be incorporated into the presentation materials and agenda in advance of the agency meetings.

11C - Permit applications (LS)

The GBA Team will assemble the information and prepare the documentation required for the permit modification application packages. Draft applications will be submitted to the County for review. The applications will include new updated permit drawings and an updated Physical Monitoring Plan. Any comments and suggestions by the County will be incorporated and if necessary, a meeting will be held to discuss feedback. Once approved, the application packages will be submitted to the agencies. Please note, this task does not include submittal of permit fees.

11D – Response to Request for Additional Information (RAI) and Draft Permit Review (T&M)

The scope includes responses to two RAI from each the FDEP and the USACE. Customarily, regulatory agencies will provide a draft permit for the applicant to review. This task includes

review of draft permit documents to provide recommendations prior to final issuance of regulatory authorizations.

The cost to provide the professional engineering, permitting, and biological surveying services as outlined above totals $464,432.15. The attached estimate provides a breakdown of the requisite labor and expenses. We trust that this quote meets with your approval. Should you have any questions or require any additional information regarding this matter, please do not hesitate to call.

Best Regards,

Kevin M. Kremkau

Kevin Kremkau, P.E.

Project Manager

Attachment A: Estimated Cost Breakdown

GAHAGAN AND BRYANT ASSOCIATES, INC.

Exhibit A: Fee Proposal for Professional Services for the Operation and Management of the St. Lucie Inlet

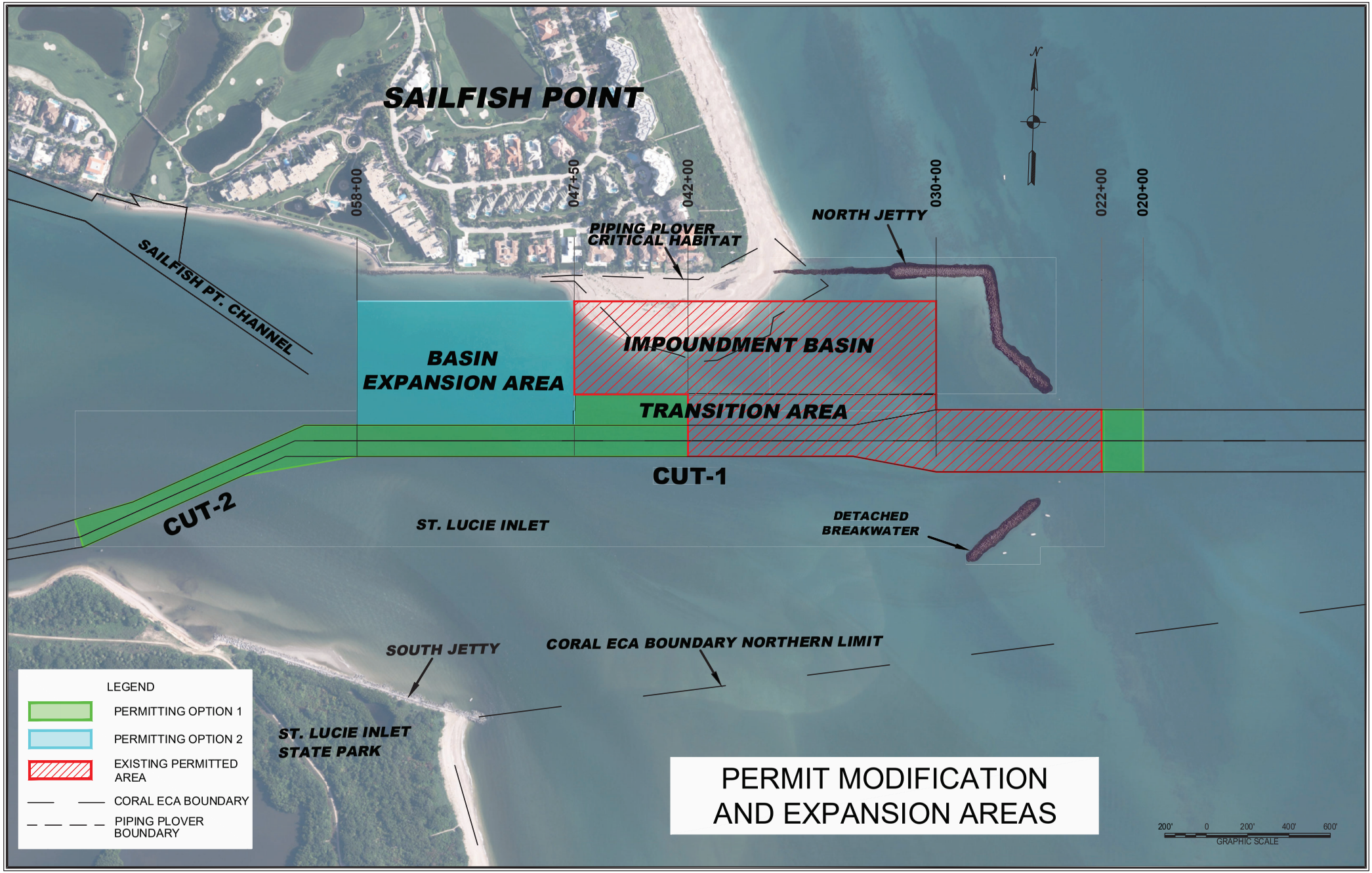
State & Federal Permit Modifications for St. Lucie Inlet Maintenance Dredging Professional Services Fee Proposal				
Task	**Sub-Task**	**Description**	**Unit**	**Estimated Total Cost**
Task 8	8A	Project Kick-off & Team\County Meetings	T&M	$57,514.89
Task 9 Data Collection	9A	Environmental Data Collection - Channel & Impoundment Basin Expansion Survey	T&M	$60,501.69
	9B	Sediment Data Collection & Probings & Vibracores	LS	$56,028.00
Task 10	10	Biological Assessment	LS	$36,738.25
Task 11 Design & Permitting	11A	Basin Design & Permit Drawings	LS	$91,427.38
	11B	Pre-application Meetings	T&M	$24,224.60
	11C	Permit Applications	T&M	$74,217.72
	11D	RAI Responses & Draft Permit Review	T&M	$63,779.62
Grand Total of Estimated Costs				**$464,432.15**

Professional Services for O&M of St. Lucie Inlet
Martin County, Florida

Fee Proposal for State & Federal Permit Modifications for St. Lucie Inlet Maintenance Dredging

			Task 8 - Project Kick-off & Team/County Meetings		Task 9 - Data Collection				Task 10 - Biological Assessment		Task 11 - Design & Permitting							
			Task 8A		Task 9A		Task 9B		Task 10 - Biological Assessment		Task 11A		Task 11B		Task 11C		Task 11D	
			Project Kick-off & Team/County Meetings (T&M)		Environmental Data Collection - Channel & Impoundment Basin Expansion (T&M)		Sediment Data Collection & Probings & Vibracores (LS)		Biological Assessment (LS)		Basin Design & Permit Drawings (LS)		Pre-Application Meetings (T&M)		Permit Applications (T&M)		Response to RAI and Draft Permit Review (T&M)	
PARTNER	CATEGORY	Rate	HRS	LABOR	HRS	LABOR	HRS		HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR
GAHAGAN AND BRYANT ASSOCIATES, INC.	Principal	$296.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	Sr. Associate	$266.00	40.00	$10,640.00	24.00	$6,384.00	8.00	$2,128.00	8.00	$2,128.00	40.00	$10,640.00	8.00	$2,128.00	32.00	$8,512.00	24.00	$6,384.00
	Associate	$209.00		$0.00		$0.00	16.00	$3,344.00		$0.00		$0.00	8.00	$1,672.00	16.00	$3,344.00	24.00	$5,016.00
	Sr. Scientist	$172.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	Sr. Engineer	$172.00	40.00	$6,880.00		$0.00	8.00	$1,376.00	4.00	$688.00	16.00	$2,752.00	8.00	$1,376.00		$0.00		$0.00
	Engineer 2	$141.00	40.00	$5,640.00	24.00	$3,384.00	40.00	$5,640.00		$0.00	120.00	$16,920.00	16.00	$2,256.00	40.00	$5,640.00	40.00	$5,640.00
	Engineer 1	$109.00		$0.00	20.00	$2,180.00	40.00	$4,360.00	8.00	$872.00	80.00	$8,720.00		$0.00		$0.00		$0.00
	Sr. Tech	$136.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	Tech 2	$101.00		$0.00		$0.00		$0.00		$0.00	96.00	$9,696.00		$0.00		$0.00		$0.00
	Tech 1	$77.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	Admin Assistant	$90.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
Total Labor			**120.00**	**$23,160.00**	**68.00**	**$11,948.00**	**112.00**	**$16,848.00**	**20.00**	**$3,688.00**	**352.00**	**$48,728.00**	**40.00**	**$7,432.00**	**88.00**	**$17,496.00**	**88.00**	**$17,040.00**
Total Direct Costs				**$3,123.17**		**$4,413.97**		**$0.00**		**$3,004.57**		**$3,881.76**		**$1,526.60**		**$5,156.52**		**$4,249.06**
Survey Equipment Costs Per																		
Survey Level, Rods, Tools, Tapes		$30.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
Trimble RTK GPS System		$200.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
EdgeTech 4125 SSS System		$450.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
Multibeam Survey Equipment		$1,500.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
30' Vibracore Vessel Fully Equipped		$8,900.00		$0.00		$0.00	3.00	$26,700.00		$0.00		$0.00		$0.00		$0.00		$0.00
15' Survey Vessel (Skiff)		$450.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
PC Computer System, Plotter		$25.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
F250 Survey Vessel Truck		$95.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
Vibracore Vessel Mob/Demob		$4,000.00		$0.00		$0.00	2.00	$8,000.00		$0.00		$0.00		$0.00		$0.00		$0.00
Sieve Analysis		$130.00		$0.00		$0.00	16.00	$2,080.00		$0.00		$0.00		$0.00		$0.00		$0.00
Cellphone/Satellite Phone/Internet		$150.00		$0.00		$0.00	16.00	$2,400.00		$0.00		$0.00		$0.00		$0.00		$0.00
Total Survey Equipment Costs				**$0.00**		**$0.00**		**$39,180.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
GBA Subtask Totals				***$26,283.17***		***$16,361.97***		***$56,028.00***		***$6,692.57***		***$52,609.76***		***$8,958.60***		***$22,652.52***		***$21,289.06***
PARTNER	CATEGORY	Rate	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR
Sustainable Coastal Solutions, Inc.	Principal Coastal Engineer	$290.00	12.00	$3,480.00		$0.00		$0.00		$0.00	30.00	$8,700.00	4.00	$1,160.00	8.00	$2,320.00	8.00	$2,320.00
	Sr. Coastal Engineer	$210.00		$0.00		$0.00		$0.00		$0.00	20.00	$4,200.00		$0.00	8.00	$1,680.00		$0.00
	Coastal Engineer	$130.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	Coastal Geologist	$125.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	Coastal GIS Analyst	$125.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
Total Labor			**12.00**	**$3,480.00**	**0.00**	**$0.00**	**0.00**	**$0.00**	**0.00**	**$0.00**	**50.00**	**$12,900.00**	**4.00**	**$1,160.00**	**16.00**	**$4,000.00**	**8.00**	**$2,320.00**
Total Direct Costs				**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Sustainable Coastal Solutions, Inc Subtask Totals				***$3,480.00***		***$0.00***		***$0.00***		***$0.00***		***$12,900.00***		***$1,160.00***		***$4,000.00***		***$2,320.00***
PARTNER	CATEGORY	Rate	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR
First Line Coastal	Sr Project Manager	$201.57	60.00	$12,094.20	4.00	$806.28		$0.00	24.00	$4,837.68	40.00	$8,062.80	40.00	$8,062.80	120.00	$24,188.40	96.00	$19,350.72
	Coastal Engineering Director	$259.92		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	Project Manager	$159.14	24.00	$3,819.36		$0.00		$0.00		$0.00	25.00	$3,978.50		$0.00		$0.00	19.00	$0.00
	Sr. Engineer/Designer	$137.92	40.00	$5,516.80		$0.00		$0.00		$0.00	36.00	$4,965.12	35.00	$4,827.20	80.00	$11,033.60	64.00	$8,826.88
	Coastal Engineer/Designer	$111.39	24.00	$2,673.36	96.00	$10,693.44		$0.00		$0.00	80.00	$8,911.20		$0.00	80.00	$8,911.20	64.00	$7,128.96
	Construction Inspector	$95.48		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	CAD/GIS Tech	$79.57		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
Total Labor			**148.00**	**$24,103.72**	**100.00**	**$11,499.72**	**0.00**	**$0.00**	**24.00**	**$4,837.68**	**181.00**	**$25,917.62**	**75.00**	**$12,890.00**	**280.00**	**$44,133.20**	**224.00**	**$35,306.56**
Total Direct Costs				**$0.00**		**$2,208.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
First Line Coastal Subtask Totals				***$24,103.72***		***$13,707.72***		***$0.00***		***$4,837.68***		***$25,917.62***		***$12,890.00***		***$44,133.20***		***$35,306.56***
PARTNER	CATEGORY	Rate	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR	HRS	LABOR
Coastal Eco-Group, Inc.	Principal Scientist	$152.00	24.00	$3,648.00	8.00	$1,216.00		$0.00	32.00	$4,864.00		$0.00	8.00	$1,216.00	16.00	$2,432.00	32.00	$4,864.00
	Sr Scientist	$125.00		$0.00	64.00	$8,000.00		$0.00	120.00	$15,000.00		$0.00		$0.00	8.00	$1,000.00		$0.00
	Staff Scientist	$100.00		$0.00	64.00	$6,400.00		$0.00	40.00	$4,000.00		$0.00		$0.00		$0.00		$0.00
	Jr Scientist	$84.00		$0.00	64.00	$5,376.00		$0.00	16.00	$1,344.00		$0.00		$0.00		$0.00		$0.00
	Boat Captain	$78.00		$0.00	60.00	$4,680.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	Survey Tech	$75.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
Total Labor			**24.00**	**$3,648.00**	**260.00**	**$25,672.00**	**0.00**	**$0.00**	**208.00**	**$25,208.00**	**0.00**	**$0.00**	**8.00**	**$1,216.00**	**24.00**	**$3,432.00**	**32.00**	**$4,864.00**
Total Direct Costs				**$0.00**		**$4,760.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Coastal Eco-Group, Inc. Subtask Totals				***$3,648.00***		***$30,432.00***		***$0.00***		***$25,208.00***		***$0.00***		***$1,216.00***		***$3,432.00***		***$4,864.00***
CONTRACT TOTAL				***$57,514.89***		***$60,501.69***		***$56,028.00***		***$36,738.25***		***$91,427.38***		***$24,224.60***		***$74,217.72***		***$63,779.62***

Attachment B: Permit Modification and Expansion Areas



PERMIT MODIFICATION AND EXPANSION AREAS

St. Lucie Inlet Management Plan

Category	Non-Concurrency
Project Number	2026
Location	St. Lucie Inlet
District	Countywide
Project Limits	St. Lucie Inlet, flood shoals and county coastal beaches
Related Projects	Bathtub Beach-Sailfish Point Nourishment/Resilience
Lead Dept/Division	Public Works/Coastal Division
Year Project Initiated	1978
Project Life Cycle	3 Years
Resilience Requirements	☑ 2040 Vulnerability ☐ 2070 Vulnerability ☐ 2100 Vulnerability

DESCRIPTION

This federal navigation project provides maintenance of the St. Lucie Inlet and associated infrastructure, along with state-mandated sand bypassing to adjacent beaches in compliance with the 2016 St. Lucie Inlet Management Plan and the 2023 Sediment Budget update. Maintenance projects remove sand from the navigation channel, impoundment basin, and interior shoals to provide safe navigation through the Inlet.

BACKGROUND

In 1978 the County entered into a Project Cooperation Agreement with the US Army Corps of Engineers regarding their responsibility to maintain the St. Lucie Inlet. Despite this agreement, federal funds allocated by Congress to the US Army Corps of Engineers for Inlet maintenance had become unpredictable. As a result, the County proactively developed a dedicated local funding source capable of fully funding the project in the absence of state and federal funds. Some level of continued federal participation is expected, and this federal designation qualifies the project for a higher ranking in the state's grant program. Funding from this state program is expected to cover up to 50% of local project costs, however, this funding is not guaranteed. In 2016 the St. Lucie Inlet Management plan was revised along with changes to state statutes and updated in 2023. Under the new guidelines, sand bypassing to mitigate inlet-induced erosion is required to address impacts both north and south of the inlet. Sand may be either pumped directly to the beach or for the Town of Jupiter Island, may be transported to a temporary offshore holding area and moved to the beach under the Town's direction at a later date. All costs of bypassing are borne by the county. The County can purchase and place additional sand on the Town's beach to maintain compliance with the Inlet Management Plan. Future joint beach placement projects with the Town of Jupiter Island are scheduled at 5-7 year intervals and projects placing sand on beaches north of the inlet are planned on a 2-3 year cycle. Inlet maintenance projects are planned on a 3-year recurring cycle. Annual costs for permit-required monitoring, data analysis, and reports are $810,000. The cost for the permit required monitoring of the 2024 Bathub Beach Project and 2024 Inlet maintenance projects is shown here.

PROJECT ORIGINATION

Strategic Planning

JUSTIFICATION

Policy 14.1A.10 of the Comprehensive Growth Management Plan has requirements to "(1) identify projects that eliminate public hazards; and (2) repair, remodeling, renovation or replacement of obsolete or worn out facilities that contribute to achieving or maintaining standards for level of service." This project restores a county recreational facility. The St. Lucie Inlet Management Plan mandates the inlet maintenance and location of material placement. Safely navigating the St. Lucie Inlet is a top priority for boaters.

				Funded					Unfunded
Expenditures	**Total**	**To Date**		**FY25**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30-FY34**
Design	3,150,000			450,000		450,000		450,000	1,800,000
Construction	70,296,400				11,527,600		10,468,800		48,300,000
CEI	4,100,000			500,000	500,000		500,000		2,600,000
Monitoring	12,455,600			810,000	810,000	810,000	810,000	810,000	8,405,600
Expenditure Total	**90,002,000**	**-**		**1,760,000**	**12,837,600**	**1,260,000**	**11,778,800**	**1,260,000**	**61,105,600**
Revenues	**Total**	**To Date**	**Carryover**	**FY25**	**FY26**	**FY27**	**FY28**	**FY29**	**FY30-FY34**
Ad Valorem	45,000,000			4,500,000	4,500,000	4,500,000	4,500,000	4,500,000	22,500,000
Tourist Development (Bed Tax)	5,000,000			500,000	500,000	500,000	500,000	500,000	2,500,000
Federal	7,000,000						2,000,000		5,000,000
Grant(s)	31,902,000			880,000	6,418,800	630,000	5,889,400	630,000	17,453,800
Vessel Registration	1,100,000		-	110,000	110,000	110,000	110,000	110,000	550,000
Revenue Total	**90,002,000**	**-**	**-**	**5,990,000**	**11,528,800**	**5,740,000**	**12,999,400**	**5,740,000**	**48,003,800**
							Total Unfunded		**-**

OPERATING BUDGET IMPACT

Staff time to administer the program.

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 25-0602 DEPT-3 **Meeting Date:** 2/11/2025

PLACEMENT: Departmental

TITLE:

DISCUSS 2025 PRIORITIES OF THE BOARD OF COUNTY COMMISSIONERS

EXECUTIVE SUMMARY:

The County Administrator has asked the Board of County Commissioners to submit their priorities lists for discussion during the regular meeting scheduled for February 11, 2025.

DEPARTMENT: Administration

PREPARED BY: **Name:** Kimberlee Levee
Title: Chief of Staff

REQUESTED BY: Don G. Donaldson, P.E., County Administrator

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The County Administrator requested the members of the Board to provide their priorities to staff for compilation by the February 11, 2025 meeting.

ISSUES:

The Commissioners will discuss their priorities.

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve their priorities for 2025.

ALTERNATIVE RECOMMENDATIONS

None

FISCAL IMPACT:

RECOMMENDATION

Any fiscal impact would be dependent upon Board direction. Any priorities that would have a fiscal impact will be brought to the Board later for further discussion and approval of allocation of funds.

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☐ Other:

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2025 Proposed Priorities

District 1 - Commissioner Eileen Vargas

1. Develop a plan to renovate, surplus, or lease the County Building on Ricou Terrace, in Jensen Beach, for a County benefit.
2. Advocate for state and federal funding that funds the preservation of the Florida Wildlife Corridor and any program that identifies and protects Martin County's western lands for habitat, water quality, sustainable agriculture, and public recreation.
3. Advocate for federal funding for construction of the St Lucie Inlet Operation and Maintenance, South Jetty Construction, and Hutchinson Island Shore Protection Project.
4. Support State and Federal funding for Water Quality Improvement Grants, Hazard Mitigation Grant Program, and State Revolving Loan Programs.
5. Support increased funding for CERP and expedited construction of projects that benefit the St. Lucie River and Estuary.

District 2 – Commissioner Stacey Hetherington

1. Secure additional funding and complete Golden Gate El Camino Trail including increased Art In Public Places within the District: CRA and Parks.
2. St. Lucie Boulevard Pedestrian Safety Enhancements: a) St. Lucie Boulevard/Jefferson Street intersection stop sign, crosswalk improvements/traffic calming measures (excluding speed tables), and b) complete crosswalk realignment at Sandsprit Park.
3. Continue to prioritize Septic-to-Sewer countywide for water quality, complete the Coral Gardens drainage project, secure SRF funds for Coral Gardens S2S, and move the project to bid and construction phase.
4. Expand workforce housing opportunities and advocate for environmentally sensitive land conservation, leveraging voter-approved land acquisition funds.
5. Reduce or maintain current tax rates and reduce or maintain user fees for recreation facilities.

District 3 – Commissioner J. Blake Capps

1. Improving water quality by purchasing conservation lands and converting from septic to sewer.
2. Dixie Highway streetscape project in Hobe Sound.
3. New fire rescue building at Hobe Sound Beach.
4. 714/710 road re-alignment in Indiantown.
5. New bridge on County Line Road.

DRAFT

2025 Proposed Priorities continued

District 4 - Commissioner Sarah Heard

1. Stop overdevelopment in Martin County.
2. Acquisition of natural lands component for completion of Indian River Lagoon South.
3. Port Salerno Community Redevelopment Area.
4. Cease gunfire and illegal activity in Pal Mar.
5. Identify spoil sites for placement of 9 million cubic yards of muck dredged from the St. Lucie Estuary and Indian River Lagoon as authorized in IRL South Advance dredging contracts.

District 5 - Commissioner Edward V. Ciampi

1. Correct broadband connection issues.
2. Begin construction of projects to correct Palm City Farms Drainage/Flooding issues.
3. Construct and open a dog park in Palm City.
4. Begin construction on the “Septic to Sewer” conversion project.

DRAFT

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 25-0597 DEPT-4 **Meeting Date:** 2/11/2025

PLACEMENT: Departmental

TITLE:

REQUEST TO CONSIDER THE INSTALLATION OF STOP SIGNS ON SE JEFFERSON STREET AT ITS INTERSECTION WITH SE EVERGREEN AVENUE

EXECUTIVE SUMMARY:

Residents of Golden Gate and its surrounding areas have requested the Public Works Department install STOP signs on SE Jefferson Street at its intersection with SE Evergreen Avenue. The Board is asked to consider the request.

DEPARTMENT: Public Works

PREPARED BY: **Name:** Michael J. Grzelka, P.E.
Title: County Engineer

REQUESTED BY: Residents of Golden Gate and its surrounding areas

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

SE Jefferson Street is a major collector, which connects CR-A1A (SE Dixie Highway) to SE St. Lucie Boulevard and Sandsprit Park, so there are many motorists towing boat trailers along the corridor. Residents of Golden Gate and its surrounding areas have complained of excessive speeding along the corridor. Many conventional traffic calming features involve vertical deflections (such as speed tables and raised intersections), which would generate irritable noises for nearby residents or horizontal restrictions (such as lane narrowing and bulb-outs), which would deter motorists trailering boats. Although deterring motorists from trailering boats along the corridor seems reasonable, there is no other feasible access to Sandsprit Park from CR-A1A (SE Dixie Highway). The route along SE Indian Street and SE St. Lucie Boulevard is a feasible alternative to SE Jefferson Street for passenger vehicles; however, it is not feasible for high-profile vehicles because they cannot safely pass under the historic tree canopy along SE St Lucie Boulevard.

As an alternative to conventional traffic calming features, the residents of Golden Gate and the surrounding areas have asked the Public Works Department to install STOP signs on SE Jefferson Street at its approaches to SE Evergreen Avenue.

The County has adopted the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD provides warrants for engineers to use to determine where STOP

signs should be installed. The warrants are based on Crash Experience, Sight Distance, Transition to Signal Control, 8-Hour Volume, and other factors. None of these warrants have been met at this intersection.

ISSUES:

Staff cannot support the installation of STOP signs on SE Jefferson Street at its intersection with SE Evergreen Avenue because when STOP signs are installed where they are not warranted, unintended consequences result.

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 deny the residents' request to install STOP signs on SE Jefferson Street at its intersection with SE Evergreen Avenue.

ALTERNATIVE RECOMMENDATIONS

Move that the Board adopt a Resolution authorizing the installation of STOP signs on SE Jefferson Street at its intersection with SE Evergreen Avenue and authorize the Chair to sign the Resolution.

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

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA RELATING TO THE INSTALLATION OF STOP SIGNS ON SE JEFFERSON STREET AT ITS INTERSECTION WITH SE EVERGREEN AVENUE

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

WHEREAS, SE Jefferson Street is a County-owned and County-maintained major collector roadway and SE Evergreen Avenue is a County-owned and County-maintained local roadway; and

WHEREAS, there are currently two STOP signs on SE Evergreen Avenue at its intersection with SE Jefferson Street; and

WHEREAS, this Board has determined that an ALL-way STOP condition is appropriate and is in the best interest of the citizens of Martin County, Florida.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida:

A. The Public Works Department is hereby directed to add two STOP signs on SE Jefferson Street at its intersection with SE Evergreen Avenue, with the appropriate public notification; and

B. The Public Works Department is hereby directed to notify the Martin County Sheriff's Office of this Resolution; and

C. All previous resolutions related to the traffic control on SE Jefferson Street at its intersection with SE Evergreen Avenue are hereby deemed null and void prospectively.

DULY PASSED AND ADOPTED THIS 11th DAY OF FEBRUARY 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

_____
Sarah Heard, Chair

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

_____
Sarah W. Woods, County Attorney

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 25-0596 DEPT-5 **Meeting Date:** 2/11/2025

PLACEMENT: Departmental

TITLE:

CONSIDER APPROVAL OF A RESOLUTION ESTABLISHING THE ENVIRONMENTAL LANDS OVERSIGHT COMMITTEE

EXECUTIVE SUMMARY:

Request for approval of a resolution establishing the Environmental Lands Oversight Committee (ELOC) in accordance with Section 6.(1)j of Ordinance No. 1221.

DEPARTMENT: Public Works

PREPARED BY: **Name:** Michael Yustin
Title: Senior Project Manager

REQUESTED BY: Board of County Commissioners

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Ordinance No. 1221 authorized a referendum on the November 5, 2024 ballot on whether to levy a one-half cent government infrastructure sales tax for ten years to acquire environmentally significant lands or perpetual interests in such land via conservation easements within four designated areas in Martin County. The referendum passed. The anticipated revenue from this tax is approximately $190 million dollars.

Section 6(1)j requires the County establish the ELOC to consist of nine Martin County registered voters from each of the specifically defined categories.

Section 2 of the proposed resolution implements this requirement by specifying the organizations which will provide representatives for each category as follows:

a. Four (4) members shall be appointed from the following dedicated environmental organizations with mission focused on education, research, preserving, restoring, acquiring and protecting the public's local water quality, the natural environment and to enhance and restore local ecosystems:
   (1) Martin County Forever
   (2) The Everglades Foundation

(3) Rivers Coalition
(4) Audubon of Martin County

b. Three (3) members shall be appointed with one member representing from each of the following:
   (1) An organization with a mission focused on fiscal oversight of government budgets and spending: **Martin County Taxpayers Association**
   (2) An organization with a mission focused on the real estate industry: **Martin County Realtors Association**
   (3) An organization with a mission focused on responsible business growth and economic development: **Economic Council of Martin County**.

c. Two (2) members shall be appointed from the following organizations with a mission focused on educating, promoting and protecting the interests of agricultural farmers and ranchers:
   (1) **Martin County Farm Bureau Inc.**
   (2) **University of Florida Institute of Food and Agriculture Science Extension Martin County's 4H Youth Development Program**

The resolution also provides for quarterly meetings, terms of the members and requires Sunshine and Public Records law compliance.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

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

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the Resolution regarding the establishment of the Environmental Lands Oversight Committee.

ALTERNATIVE RECOMMENDATIONS

Provide staff guidance.

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

RESOLUTION NUMBER 25- ___

REGARDING THE ESTABLISHMENT OF THE
ENVIRONMENTAL LANDS OVERSIGHT COMMITTEE

WHEREAS, Ordinance Number 1221 was approved on February 20, 2024 by the Martin County Board of County Commissioners (Board), which authorized a referendum on the November 5, 2024 ballot on whether to levy a one half-cent government infrastructure sales tax for ten years to be used to acquire environmentally significant lands or perpetual interests in such lands via conservation easements within four designated areas in Martin County.

WHEREAS, such referendum was approved by the voters of Martin County in the November 5, 2024 election, thus authorizing such sales tax and the provisions of Ordinance Number 1221.

WHEREAS, Section 6(1)j. Use of Revenues By the County and Municipalities in the County of Ordinance Number 1221, requires that the Board establish by resolution an Environmental Lands Oversight Committee (ELOC).

WHEREAS, the Board has determined it is advisable to not only establish the ELOC, but also set forth certain procedural details for the ELOC.

NOW THEREFORE BE IT RESOLVED THAT, the Board hereby establishes the Environmental Lands Oversight Committee (ELOC):

Part A. Environmental Lands Oversight Committee (ELOC)

1. **POWERS & DUTIES**

   a. The ELOC is hereby created pursuant to Section 6(1)j of Martin County Ordinance Number 1221 and shall have the duty and responsibility to provide citizen oversight and conduct and coordinate any necessary studies to determine appropriate lands to acquire from the funding provided by the surtax.
   b. The ELOC shall make recommendations to the Board of County Commissioners.

2. **MEMBERSHIP/COMPOSITION**

   The ELOC shall consist of nine (9) members who are Martin County registered voters from each of the following categories:

   a. Four (4) members shall be appointed from the following dedicated environmental organizations with mission focused on education, research, preserving, restoring, acquiring and protecting the public's local water quality, the natural environment and to enhance and restore local ecosystems:
      (1) Martin County Forever

(2) The Everglades Foundation
(3) Rivers Coalition
(4) Audubon of Martin County

b. Three (3) members shall be appointed with one member representing from each of the following:
   (1) An organization with a mission focused on fiscal oversight of government budgets and spending: Martin County Taxpayers Association
   (2) An organization with a mission focused on the real estate industry: Martin County Realtors Association
   (3) An organization with a mission focused on responsible business growth and economic development: Economic Council of Martin County.

c. Two (2) members shall be appointed from the following organizations with a mission focused on educating, promoting and protecting the interests of agricultural farmers and ranchers:
   (1) Martin County Farm Bureau Inc.
   (2) University of Florida Institute of Food and Agriculture Science Extension Martin County's 4H Youth Development Program

3. MEETINGS

The ELOC shall meet quarterly or more frequently as directed by staff, the ELOC Chair or a majority of the members. Five members shall constitute a quorum for the purpose of conducting meetings. Failure to attend three consecutive meetings is grounds for automatic removal from the committee.

4. TERMS

The term of each member shall be determined at the time of their appointment. At the initial appointment to the ELOC, the terms of office of the members shall be for 4 years, except that four of the members first appointed shall be designated to serve terms of 2 years, respectively, from the date of their appointments, and five other members shall be designated to serve for terms of 4 years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term. Each member shall hold office until his or her successor has been appointed and has qualified.

5. SUNSHINE LAW AND PUBLIC RECORDS LAW

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

DULY PASSED AND ADOPTED THIS ___ DAY OF FEBRUARY 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
CAROLYN TIMMANN, CLERK
OF THE CIRCUIT COURT
AND COMPTROLLER

_____
SARAH HEARD, CHAIR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
SARAH W. WOODS, COUNTY ATTORNEY

Morgan & Eklund, Inc.
4909 US Highway 1
Vero Beach, Florida 32967
Phone: 772-388-5364
Fax: 772-388-3165

November 15, 2024

Foth Infrastructure & Environment, LLC
Olsen Associates, Inc.
Attn: Kevin Bodge, PhD, PE
2618 Herschel Street
Jacksonville, FL 32204

RE: Emergency Post-Storm Single Beam Bathymetric Survey of St. Lucie Inlet, Martin County, FL

Dear Kevin:

Morgan & Eklund, Inc. is pleased to provide you with the following proposal to furnish professional land and hydrographic survey services for the above-referenced project.

The scope of work will include performing a single beam bathymetric survey of the St. Lucie Inlet to -3 NAVD± for approximately 56 line miles. Additionally, wading profiles will be performed near the impound basin only. See attached sketch for areas to be surveyed.

Deliverables will include signed and sealed plan view drawings in .dwg and .pdf formats, a survey report, XYZ data and full point cloud(s).

Our price will be as follows:

2028 Single Beam Post-Storm
Lump Sum Fee.....$ 28,059.00

2029 Single Beam Post-Storm
Lump Sum Fee.....$ 28,786.00

As always, Morgan & Eklund, Inc. appreciates this opportunity to work with you and Foth|Olsen Associates, Inc. on this project.

Sincerely,

David W. Coggin

Digitally signed by David W. Coggin
Date: 2024.11.15 14:02:32 -05'00'

David W. Coggin, PSM
Vice President

DWC:dmc
Billing: Will be invoiced upon completion of survey
Terms: Net 30 days
Prices are good through December 2029

Morgan & Eklund, Inc.
4909 US Highway 1
Vero Beach, Florida 32967
Phone: 772-388-5364
Fax: 772-388-3165

November 14, 2024

Foth Infrastructure & Environment, LLC
Olsen Associates, Inc.
Attn: Steven C. Howard, PE, BC.CE
2618 Herschel Street
Jacksonville, FL 32204-4512

RE: Onshore/Offshore Beach Profiles, Bathtub Reef Beach Park and Sailfish Point R34 to R42.5, 2026 to 2029, Martin County, FL

Dear Steven:

Morgan & Eklund, Inc. is pleased to provide you with the following proposal to furnish professional land and hydrographic survey services for the above-referenced project.

Onshore/offshore beach profiles will be conducted from R34 to R42.5 including half lines Deliverables will include plan and profile in PDF and AutoCAD formats along with FDEP submittal requirements.

Plan and Spec Survey – September 2026
18 onshore/offshore profiles @ $600/line .....$ 10,800.00

Pre-Construction Survey – December 2026
18 onshore/offshore profiles @ $600/line .....$ 10,800.00

Post-Construction Survey – May 2027
18 onshore/offshore profiles @ $624/line .....$ 11,232.00

Optional Post-Storm Survey – 2028
18 onshore/offshore profiles @ $649/line .....$ 11,682.00

Optional Post-Storm Survey – 2029
18 onshore/offshore profiles @ $675/line .....$ 12,150.00

Should the survey encompass the collection of data at less than ten R-monument transects, the fee/survey line will be renegotiated.

As always, Morgan & Eklund, Inc. is looking forward to working with you and Foth|Olsen Associates, Inc. on this project.

Sincerely,

David W. Coggin Digitally signed by David W. Coggin Date: 2024.11.15 14:02:32 -05'00'

David W. Coggin, PSM
Vice President

DWC:dmc

lling: Will be invoiced upon completion of each survey
Terms: Net 30 days