



BOARD OF COUNTY COMMISSIONERS

FINAL AGENDA

12/3/19 9:00 AM

BOCC MEETING AGENDA

COMMISSION CHAMBERS

2401 SE MONTEREY ROAD, STUART, FLORIDA 34996

COUNTY COMMISSIONERS

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

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

PRESETS

9:05 AM - Public Comment

5:05 PM - Public Comment

CALL TO ORDER

1. INVOCATION - Pastor Anil K. Singh, Trinity United Methodist Church of Jensen Beach
2. PLEDGE OF ALLEGIANCE
3. ADDITIONAL ITEMS
4. APPROVAL OF AGENDA
5. APPROVAL OF CONSENT AGENDA

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

PROCLAMATIONS AND SPECIAL PRESENTATIONS

PROC-1 PRESENT A CERTIFICATE OF APPRECIATION TO TODD TUCKER FOR HIS 10 YEARS OF DEDICATION TO LOCAL VETERANS THROUGH SOUTHEAST HONOR FLIGHT

The Chairman will present the certificate to Todd Tucker.

Agenda Item: 20-0181

COMMENTS

1. PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.
2. COMMISSIONERS
3. COUNTY ADMINISTRATOR

CONSENT

ADMINISTRATION

CNST -1 CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL

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

Agenda Item: 19-0839

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 November 9, 2019 and November 15, 2019. 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: 19-0843

CNST -3 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY COMMITTEE APPOINTMENTS

The Board is asked to confirm their appointments to the Comprehensive Economic Development Strategy Committee.

Agenda Item: 20-0037

CNST -4 TREASURE COAST REGIONAL PLANNING COUNCIL MUNICIPAL APPOINTMENTS

The Board is asked to confirm the appointment of Commissioner Penny Townsend as the Town of Jupiter Island's primary municipal appointment and the City of Stuart's alternate municipal appointment to the Treasure Coast Regional Planning Council (TCRPC) will be Commissioner Kelli Glass-Leighton.

Agenda Item: 20-0038

CNST -5 LOCAL PLANNING AGENCY SCHOOL DISTRICT APPOINTMENT

The Board is asked to reconfirm the appointment of Kimberly Everman to be the School District's non-voting representative on the Local Planning Agency.

Agenda Item: 20-0039

CNST -6 ADOPT A PROCLAMATION COMMENDING BRYAN WEIKSNAR UPON THE OCCASION OF ACHIEVING THE RANK OF EAGLE SCOUT

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

Scout.

Agenda Item: 20-0176

PUBLIC WORKS

CNST-7 REVISIONS TO THE MARTIN COUNTY STANDARD DETAILS FOR ROAD AND SITE CONSTRUCTION AND PUBLIC FACILITIES

The Board is asked to approve a resolution revising the Martin County Standard Details for Road & Site Construction and Public Facilities.

Agenda Item: 20-0123

CNST-8 REQUEST THAT MARTIN COUNTY AUTHORIZE THE PUBLIC WORKS DIRECTOR TO SIGN PART VIII - CERTIFICATION OF WILLING MANAGER(S) FOR THE MARTIN METROPOLITAN PLANNING ORGANIZATION'S SHARED-USE NON-MOTORIZED (SUN) TRAIL PROGRAM REQUEST FOR FUNDING

Part VIII - Certification of Willing Manager(s) of the Martin Metropolitan Planning Organization (MPO) Shared-Use Non-motorized (SUN) Trail Program Request for Funding for the East Coast Greenway requires a signature from a non-FDOT governmental entity committed to providing regularly scheduled maintenance activities for the project (long-term trail manager).

Agenda Item: 20-0124

CNST-9 REQUEST AUTHORIZATION TO EXECUTE A MEMORANDUM OF AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF RE-ALIGNED SW LEIGHTON FARM AVENUE WITHIN COUNTY RIGHT-OF-WAY AS PART OF THE SR-714 (SW MARTIN HIGHWAY) WIDENING

The Florida Department of Transportation (FDOT) is finalizing construction plans to widen SR-714 (SW Martin Highway) from SW Citrus Boulevard to Florida's Turnpike. As part of the project and to improve intersection safety, the FDOT has agreed to reconstruct SW Leighton Farm Avenue so that it will intersect with SW Deggeller Court. The existing and proposed SW Leighton Farm Avenue are in County right-of-way, so the FDOT is requesting a Memorandum of Agreement to designate and set forth the responsibilities of each party during and after the construction.

Agenda Item: 20-0127

BOARD AND COMMITTEE APPOINTMENTS

B&C-1 COMMUNITY REDEVELOPMENT AGENCY MEMBER APPOINTMENT AND CHAIR AND VICE CHAIR DESIGNATIONS

This is a request for the Board of County Commissioners to appoint a Community Redevelopment Agency (CRA) representative for Port Salerno and designate a Chair and Vice Chair of the CRA.

Agenda Item: 20-0098

PUBLIC HEARINGS

PH-1 PROPOSED MARTIN COUNTY TRICO SETTLEMENT - KELLIE COYTE V. MARTIN COUNTY

In accordance with the Procedure for TRICO Settlements established by the Board of County Commissioners (Board), the public must be provided an opportunity to comment on the proposed settlement in the case of Kellie Coyte v. Martin County, Martin County Circuit Court Case No. 18-396-CA. The case arose from a slip and fall. The County is self-insured and TRICO (our insurance pool) assigned counsel to represent the County in the matter. Settlement discussions occurred in this case after a jury verdict in favor of Plaintiff. A proposed settlement is before the Board for public comment.

Agenda Item: 20-0163

PUBLIC HEARING QUASI-JUDICIAL

PHQJ-1 REQUEST ABANDONMENT OF A PORTION OF SE FRONT STREET, LYING WITHIN THE PLAT OF PORT SALERNO

This is a request for the Board to consider an application for the abandonment of a portion of platted SE Front Street right-of-way and a waiver of the required privilege fee in conjunction with the abandonment.

Agenda Item: 20-0157

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: 19-0849

Supplemental Memorandum (4 items)

DEPT-2 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: 19-0915

No Items

UTILITIES AND SOLID WASTE

DEPT-3 UPDATE ON SEPTIC TO SEWER PROGRAM AND CLARIFICATION ON COMMISSION DIRECTION

At the November 12, 2019 Board of County Commissioners' meeting, Commissioner Smith requested staff to prepare an agenda item for the next available meeting to discuss the Septic to Sewer Program. The purpose of the item was to provide a summary of the program, including a historic review of previous Board direction, and secure consensus for the structure of the current program. Staff will provide a timeline of the relevant details decided at each juncture.

Agenda Item: 20-0187

DEPARTMENTAL QUASI-JUDICIAL

GROWTH MANAGEMENT

**DPQJ-1 REQUEST APPROVAL OF THE SECOND AMENDMENT TO THE
PARKWOOD PUD ZONING AGREEMENT**

The Parkwood Property Owners Association has requested an amendment to the PUD Zoning Agreement to reduce the setbacks on certain lots that back up to wetlands.

Agenda Item: 20-0076

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: 20-0181

PROC-1

Meeting Date: 12/3/2019

PLACEMENT: Proclamations and Special Presentations

TITLE:

PRESENT A CERTIFICATE OF APPRECIATION TO TODD TUCKER FOR HIS 10 YEARS OF DEDICATION TO LOCAL VETERANS THROUGH SOUTHEAST HONOR FLIGHT

EXECUTIVE SUMMARY:

The Chairman will present the certificate to Todd Tucker.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon

Title: Executive Aide

REQUESTED BY: Commissioner Doug Smith

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Present a certificate [Commending Todd Tucker for His 10 Years of Dedication to Local Veterans through Southeast Honor Flight](#)

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

n/a

RECOMMENDED ACTION:

RECOMMENDATION

Present the certificate.

ALTERNATIVE RECOMMENDATIONS

Direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

None

| Funding Source | County Funds | Non-County Funds |
|----------------|--------------|------------------|
| | | |
| | | |
| | | |
| Subtotal | | |
| Project Total | | |

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 19-0839

CNST -1

Meeting Date: 12/3/2019

PLACEMENT: Consent

No Items

TITLE:

CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL

EXECUTIVE SUMMARY:

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

DEPARTMENT: Administration

PREPARED BY: Name: Krysti Brotherton
Title: Purchasing Manager

REQUESTED BY: Various

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

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

ISSUES:

None.

LEGAL SUFFICIENCY REVIEW:

Items requiring approval provided via Supplemental Memorandum.

RECOMMENDED ACTION:

RECOMMENDATION

Provided via Supplemental Memorandum.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda.

FISCAL IMPACT:**RECOMMENDATION**

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

| Funding Source | County Funds | Non-County Funds |
|----------------|--------------|------------------|
| | | |
| | | |
| | | |
| Subtotal | | |
| Project Total | | |

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 19-0843

CNST -2

Meeting Date: 12/3/2019

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 November 9, 2019 and November 15, 2019. Additional details related to these disbursements may be viewed in the office of the Martin County Clerk of Court and Comptroller or on the Clerk's website.

DEPARTMENT: Administration

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

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

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

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

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

n/a

RECOMMENDED ACTION:

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RECOMMENDATION

Move that the Board approve the Warrant List for the period November 9, 2019 through November 15, 2019 and authorize the Chair to sign.

ALTERNATIVE RECOMMENDATIONS

n/a

FISCAL IMPACT:

RECOMMENDATION

None

| Funding Source | County Funds | Non-County Funds |
|----------------|--------------|------------------|
| | | |
| | | |
| | | |
| Subtotal | | |
| Project Total | | |

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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



MartinClerk.com

CAROLYN TIMMANN
Clerk of the Circuit Court & Comptroller
Martin County • Florida
 P. O. BOX 9016 • STUART, FLORIDA 34995
 (772) 288-5576

12

November 19, 2019



To: The Honorable Edward Ciampi, Chairman of the Board of County Commissioners


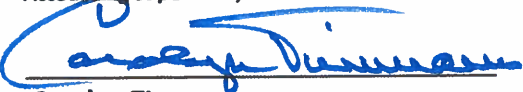
From: The Honorable Carolyn Timmann, Martin County Clerk of the Circuit Court and Comptroller

Subject: Checks and Electronic Payments – Warrant List for November 9, 2019 – November 15, 2019

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 November 9, 2019 and November 15, 2019. Additional details related to these disbursements may be viewed in the office of the Martin County Clerk of Court and Comptroller or on the County's website <https://www.martin.fl.us/check-registry>.

| <div>  Martin County Board Disbursements  </div> | | |
|---|-------------------------------|------------------------|
| November 9, 2019 thru November 15, 2019 | | |
| Disbursement Type | Check Range | Total |
| ACH | !0004875-!0004908; G1000669 | \$ 310,485.16 |
| Check Disbursements | B1046938-B1047126 | \$ 1,383,527.65 |
| Utility Refund Checks | B1047127-B1047161 | \$ 9,057.46 |
| P-Card | F1000588 | \$ 48,067.06 |
| E-Payable | E1003266-E1003279 | \$ 34,873.04 |
| Wires | *see below | \$394,959.61 |
| Payroll Direct Deposit | 900470163-900471230 | \$ 1,763,269.12 |
| Payroll Checks | 05002577-05002593 | \$ 25,698.89 |
| | Total Disbursements | \$3,969,937.99 |
| Wire Detail: | Blue Cross Blue Shield | \$394,959.61 |

| | |
|---|--------------------|
|  Prepared By: Kaleana Williams Accounting Supervisor, Finance Division | 11/19/2019 Date |
|  Carolyn Timmann Clerk of the Circuit Court & Comptroller | 11/19/19 Date |
| _____ Chairman of the Board of County Commissioners | _____ Date |



Agenda Item Summary

File ID: 20-0037

CNST -3

Meeting Date: 12/3/2019

PLACEMENT: Consent

TITLE:

COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY COMMITTEE APPOINTMENTS

EXECUTIVE SUMMARY:

The Board is asked to confirm their appointments to the Comprehensive Economic Development Strategy Committee.

DEPARTMENT: Administration

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

REQUESTED BY: Treasure Coast Regional Planning Council

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The purpose of the Comprehensive Economic Development Strategy Committee, in accordance with U.S. Economic Development Administration *Guidelines for Economic Development Districts (1992)*, is to oversee and guide District-wide economic development planning. The Committee will develop strategies to address economic development issues including the diversification of the District economy and job expansion.

Members will share information, advise the Economic Development District on areas of economic data development, and create a consensus plan of action that will be used to update the CEDS plan of the Treasure Coast Economic Development District.

There are to be five appointees from each of the four counties of the Treasure Coast Region (Indian River, Martin, Palm Beach, and St. Lucie) that participate in the activities of the Treasure Coast Economic Development District. Committee members should be drawn from the range of groups noted below:

Local Government Representatives, Chambers of Commerce, Special purpose economic development agencies and councils, workforce development boards, other industry representatives.

Failure to attend two consecutive scheduled meetings without advance notification places a member in a delinquent status. The Committee will notify the appointing authority of a member's delinquent 13

status and request that a new appointment be made.

In June 2019, the Bylaws were amended (see attached). A major change is that Committee member terms are determined by the respective members' appointing authority and Comprehensive Economic Development Strategy Committee members will serve at the discretion of the appointing jurisdiction. Administration staff is recommending the term dates coincide with the appointing Commissioner's term but end on December 31 of that year rather than annual terms. The Comprehensive Economic Development Strategy Committee Annual Meeting takes place in January of each year.

On October 9, 2019, the Administration Staff advised the Commission Executive Aides that their Commissioners' representatives' terms on the Comprehensive Economic Development Strategy Committee would expire on December 31, 2019.

Attached are applications from the Commissions' representatives.

The Administration staff will advise the members of the Commission's decision which will include Sunshine Law information.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

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

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board confirm the appointments of the following to the Comprehensive Economic Development Strategy Committee (member and alternate) for terms to begin January 1, 2020 and end as listed below:

| | | | |
|------------|---------------------|-----------------|-------------------|
| District 1 | Ted Astolfi | no alternate | December 31, 2020 |
| District 2 | Kevin Kryzda | no alternate | December 31, 2022 |
| District 3 | Jared Gaylord | Ralph F. Davino | December 31, 2020 |
| District 4 | Pauline Becker | Kathie Smith | December 31, 2022 |
| District 5 | Pinal Gandhi-Savdas | no alternate | December 31, 2020 |

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

None

| Funding Source | County Funds | Non-County Funds |
|----------------|--------------|------------------|
|----------------|--------------|------------------|

| | | |
|----------------------|--|--|
| | | |
| | | |
| | | |
| Subtotal | | |
| Project Total | | |

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

Comprehensive Economic Development Strategy Committee

This is not a Board of County Commission established Committee.

Powers & Duties:

The purpose of the Committee, in accordance with U.S. Economic Development Administration Guidelines for Economic Development Districts (1992), is to oversee and guide District-wide economic development planning. The Committee will develop strategies to address economic development issues including the diversification of the District economy and job expansion.

Members share information, advise the Economic Development District on areas of economic data development, and create a consensus plan of action. The Strategy Committee is responsible for developing, implementing, revising, or replacing the CEDS. The Strategy Committee is also responsible for outlining the methodology for cooperating and integrating the CEDS with a State's economic priorities and incorporating relevant material from other government sponsored or supported plans and ensuring consistency with applicable state and local workforce investment strategies.

How Appointed: Five members are appointed from Martin County.

Terms: The terms are from January to December of each year.

Meetings: The Committee meets every other month.

Contact: Treasure Coast Regional Planning Council (TCRPC) ~ (772) 221-4066

| Member | Position | Appointed | Term End |
|---------------------|-----------------------------------|------------|------------|
| Ted Astolfi | Commission District 1 | 01/01/2018 | 12/31/2019 |
| Kevin Kryzda | Commission District 2 | 01/01/2018 | 12/31/2019 |
| Jared Gaylord | Commission District 3 | 06/18/2019 | 12/31/2019 |
| Gene Rauth | Commission District 3 – alternate | 01/01/2019 | 12/31/2019 |
| Pauline Becker | Commission District 4 | 11/19/2002 | 12/31/2019 |
| Kathie Smith | Commission District 4 - alternate | 01/22/2008 | 12/31/2019 |
| Pinal Gandhi-Savdas | Commission District 5 | 04/09/2019 | 12/31/2019 |

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AMENDED BYLAWS of the
COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY COMMITTEE
Of the
TREASURE COAST REGIONAL PLANNING COUNCIL
(Amended and Adopted – June 21,2019)

ARTICLE I

Name

The name of this Committee is the Comprehensive Economic Development Strategy Committee (“CEDS”) of the Treasure Coast Economic Development District. The Committee is a public body that operates under the provisions of 186.505, F.S.

ARTICLE II

Purpose

The purpose of the Committee in accordance with U.S. Economic Development Administration *Guidelines for Economic Development Districts (1992)* is to oversee and guide District-wide economic development planning. The Committee, through the Comprehensive Economic Development Strategy (CEDS) Plan or other appropriate mechanism will develop strategies to address economic development issues, including the diversification of the District economy and job expansion. Members will share information, advise the Economic Development District on areas of economic data development, and create a consensus plan of action that will be used to update the CEDS plan of the Treasure Coast Economic Development District.

ARTICLE III

Membership

1. Membership – Membership on the CEDS Committee is based on the following: First, there are to be five (5) appointees from each of the four counties of the Treasure Coast Region (Indian River, Martin, Palm Beach and St. Lucie) that participate in the activities of the Treasure Coast Economic Development District. Second, Committee members should be drawn from the range of groups noted below:
 - a. Local Government Representatives
 - b. Chambers of Commerce
 - c. Special purpose economic development agencies and councils
 - d. Workforce development boards
 - e. Other Industry Representatives

2. Appointments and Removals

- a. Appointments for membership on the CEDS Committee will be made at the discretion of the participating counties.
 - b. Removal of a member is accomplished by an appointee's resignation or by an action by the respective member's appointing body.
3. Request for Participation – Failure to attend two (2) consecutive scheduled meetings of the Committee without advance notification places a member in a delinquent status. The Committee will notify the Appointing authority of a member's delinquent status and request that a new appointment be made.
 4. Vacancies – It is at the option of each member organization as to whether a nomination is made to fill a vacancy. When a vacancy exists, the Committee will notify the Appointing authority and request that the vacancy be filled.
 5. Alternates – In order to promote attendance at the meetings of the Committee, each group or organization represented on the Committee is encouraged to appoint an alternate representative for each regular member. If possible, the alternate representative should be specified in the letter appointing the regular member. Any alternate member may represent any absent regular member of that County.

ARTICLE IV

Annual Meeting and Member Terms

1. Annual Meeting: The annual meeting of the CEDS Committee will take place in January of each year. Prior to the date of the annual meeting Council staff will request each of the participating counties to ratify their respective slate of CEDS Committee members as current and up to date. Any new and/or reaffirmed members will be read into the record at the annual meeting by the Chairperson. New and/or reaffirmed members' terms will begin at the next scheduled meeting of the CEDS Committee.
2. Member Terms: Committee member terms are determined by the respective members' appointing authority and CEDS Committee members will serve at the discretion of the appointing jurisdiction.

ARTICLE V

Officers, Terms, Duties, Subcommittees

1. Officers – there will be four (4) officers of the CEDS Committee: a Chair, 1st Vice-Chair, 2nd Vice-Chair, and 3rd Vice-Chair. All Officers shall be elected by the CEDS Committee at its January annual meeting. Officers will serve a one-year term of office which will begin at the next scheduled CEDS Committee meeting following the annual meeting in January. The office of Chairperson shall be rotated amongst all four participating counties on an annual basis. All Officer

positions reside with the County that the respective CEDS Committee member holding that position represents and not to the individual member. Starting at and immediately following the December 2002 annual meeting the office of 1st Vice-Chair will rotate to the position of Chair. The office of 2nd Vice-Chair will rotate to the position of 1st Vice-Chair and so on.

2. Duties – The duties of the Chair will be to preside over the meetings of the CEDS Committee and to carry out other duties as directed by the Committee at large. The Vice-Chair will act as the Chair in the absence of the Chair. The staff of the Treasure Coast Regional Planning Council shall act as secretary to the Committee and will assist the Chair in carrying out the duties and the responsibilities of this office.
3. Subcommittees – Special purpose and study subcommittees may be formed at the discretion of the Chair. These subcommittees will serve until the completion of the requested action. Membership of subcommittees should include diversified interests from different counties and organizations insofar as practicable.

ARTICLE VI

Conduct of the Meetings

1. Procedure within the Meetings – Behavior and conduct during the meetings will be consistent with that expected of responsible individuals. When there is a conflict on procedural matters, Robert's Rules of Order, Amended, will be consulted in determining correct action.
2. Agendas – An agenda will be prepared and distributed at least five days prior to each meeting with items of action that must be addressed. The agendas will be flexible to allow other items of business.
3. Voting – All voting members, including officers, are entitled to one (1) vote each. Only one vote is allowed for each member. That vote may be exercised only by the member who represents that group or organization or by the alternate. There will be no proxies. Simple majority vote of a quorum passes any action.
4. Quorum – A quorum shall be defined as either: 1) a minimum of 2 members from each of the four participating counties for a total of 8 members or 2) a minimum of 7 members. When a quorum is present, a majority of those present may take action on matters properly presented at the meeting.
5. Minutes – Minutes will be kept for meetings in summary form. The exact language of matters that are voted upon will be entered into the Minutes.
6. Guests and Requested Speakers – Members may request the Chairman to invite guests to attend meetings at their own expense. The Committee may also request the Chairman to invite individuals to attend meetings to inform them on items being reviewed by the Committee.
7. Informality – In general, and excepting cases where formal action is being undertaken, the Committee will operate with as few procedural constraints as is desirable.

8. Frequency of Meetings – The Committee will schedule full meetings not less than once per calendar quarter and shall call special meetings as deemed appropriate from time to time.

ARTICLE VII

Responsibilities and Authority

1. The members are expected to share information with one another as it pertains to economic development issues as legally permitted.
2. The Committee shall assist and advise the Staff in overall economic development issues.

ARTICLE VIII

Amendments

These bylaws may be changed, amended, expanded, or contracted by any action consistent with Article VI, Sections 3 & 4, with the exception of Article III, Sections 1 & 2, Article IV, Section 1 & 2, Article V, Section 1 and Article VI, Sections 3 & 4. Revisions to these sections must be approved by the Treasure Coast Regional Planning Council acting as the Economic Development District's approving authority.

**APPLICATION FOR APPOINTMENT – Comprehensive Economic
Development Strategy Committee – Please Print**

ENTERED

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

OCT 22 2019

Name: Ted Astolfi _____

Residence Address: 229 SE Coconut Ave _____ Stuart, FL 34996 _____

Street - City - Zip Code

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

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

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

Telephone numbers: daytime: 772-288-1225 alternate: 772-285-1492 _____ alternate: _____

Area Codes are considered 772 unless you note otherwise.

EMAIL: tastolfi@mceconomy.org _____

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.

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 Economics, Clark University, Worcester, MA _____

Employment Experience: Executive Director of the Business Development Board of Martin County, 1993 – 2006; Self employed 2007 – 2012; Deputy Director of the Florida Manufacturing Extension Partnership, 2012 – 2013

Other experience you feel would be helpful to the Commissioner in making this appointment: Currently serving as Chair of the TCRPC CEDS Committee_____

Community Experience and Affiliations: _____

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

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

REFERENCES: Please list two references:

Eric Kiehn, C&W Technologies, 2522 SE Federal Hwy, Stuart, FL 34994

Stephen C. Page, Gunster Law, 800 SE Monterey Commons Blvd., Suite 200, Stuart, FL 34996

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

→ Signature: 

Date: OCT 19, 2019 22

J. TED ASTOLFI

229 SE Coconut Avenue
Stuart FL 34996

home: 772-220-3070
mobile: 772-285-1492
astolfi@mceconomy.org

Experience & Accomplishments

October 2016 – Present: CEO, Economic Council of Martin County, Stuart, FL. Responsibilities include community leadership on policies and positions of the Economic Council and all other aspects of operations.

December 2013 – Present: Founder and Owner of Brewing Tools, LLC. Responsible for daily business operations, sales and marketing.

June 2012 – November 2013: Deputy Director, Florida MEP, Celebration, FL. Responsible for government relations, implementation of M.O.S.T. Program in Florida, and general media and external affairs.

November 2007 – May 2012 Self-Employed Consultant, Stuart, FL. Provided economic impact analysis and assistance to developers, assisted in marketing of national training program, acted as liaison between Florida MEP and both business and government organizations.

September 2006 – October 2007: Director of Real Estate Investments, FFC Capital, Inc. Pittsburg, PA. Responsible for identifying qualified hotel development sites in the U.S. Entered into negotiations on sites in California, Florida, Arizona and New York.

October 1993 – September 2006: Executive Director, Business Development Board of Martin County, Stuart, FL. Managed the local economic development agency, a public/private partnership, in Martin County. Responsibilities included organizational leadership, planning and implementing economic development activities for the community, recruitment and retention of businesses, and providing input on public policy.

- Conceptualized, and led the public/private effort to create new development regulations resulting in the creation of the first permit ready industrial park in Martin County (97 acres)
- Assisted in the retention and expansion of numerous businesses resulting in the retention of over 1000 jobs and the creation of more than 75 new jobs
- Worked with government and company officials to twice keep Vought Aircraft Industries (formerly Grumman Aerospace) operations located at Witham Field, Stuart, FL saving 375 jobs with an annual economic impact of over 22 million dollars
- Recruited businesses to Martin County creating over 400 new jobs, creating an additional economic impact of over 30 million dollars annually
- Facilitated the US Export Assistance Center outreach program resulting in the largest number of assistance requests in the seven county region, Indian River County to Monroe County
- Partnered with NASA/SATOP to promote the technical assistance program; resulting in assistance to nine companies in one year, the largest number of businesses served in one county in a single year
- Formed a working group of land owners, developers, planners and Audubon representatives to develop a new land use overlay zoning for Corporate, Office, Research and Industrial Parks (CORIP) to encourage the development of campus type business parks in Martin County
- Established a local "Industry Appreciation Luncheon" to complement the State's Industry Appreciation Month activities, the largest gathering of business people in the County
- Led the business hurricane recovery efforts following back to back hurricanes in 2004; hosting Governor Jeb Bush, U.S. Secretary of Labor Elaine L. Chao, developing a new business damage assessment program in cooperation with the Martin County Fire Marshall and assisting in implementing the regional SBA Emergency Bridge Loan Program
- Chaired a regional economic development task force involving multiple counties and partner agencies to create a regional economic diversification plan which was adopted by all city and county governments, Chambers of Commerce, and economic development agencies in three counties, as well as, the Treasure

Coast Workforce Development Board, Treasure Coast Regional Planning Council, Indian River Community College and Florida Atlantic University

- Created the award winning "Business Assistance Guide" a resource for local businesses

April 1991 – October 1993: Research Analyst, Business Development Board of Martin County, Stuart, FL. Responsible for conducting research, developing programs and implementing strategies for economic development in Martin County.

- Created the community economic development plan and goals based upon needs of existing business and existing government environment
- Facilitated county's first ever charette, with three developer led teams to plan the former Florida Institute of Technology campus; resulting in a County Bond Issue and purchase of the property; now developed in accordance with the conceptual plan as Indian Riverside Park and an Assisted Living facility
- Conducted mail and personal surveys of businesses to identify issues; developed initiatives, identified strategic partners, and implemented programs to meet the business needs

June 1989 – March 1991: Commercial Real Estate Sales, Merrill Lynch, Jupiter, FL.

June 1986 - June 1989: National Sales and Marketing Director, Leikruz, Inc., Stuart, FL.

Education

May 1986: B.A. Economics, Clark University, Worcester, MA

May 1982: Martin County High School, Stuart, FL

Professional Involvement & Appointments

Founding Member, Practitioners Advisory Council for Enterprise Florida

Founding Member and Chairman, Florida Research Coast Economic Development Coalition

President, Florida Economic Development Council (1999-2000)

Board Member, Florida Economic Development Council (1993 - 2005)

District Director, 1994-1996, 2002-2005

Board Member, Florida Manufacturing Extension Partnership

Secretary, Industrial Development Authority, Martin County

Member, Treasure Coast Angel Investment Forum

Board Member, Workforce Development Board (through 2006)

Civic Involvement & Appointments

Board Member, Sustainable Treasure Coast Inc

Appointed Member, Caloosahatchee/St Lucie Rivers Corridor Advisory Committee

Governor's Appointee, Committee for a Sustainable Treasure Coast (2004-2005)

Founding Board Member, Sustainable Martin Alliance

Presenter, "*Martin County 101 – It's Different Here*" for Sustainable Martin Alliance

Member, Loxahatchee Greenways Advisory Committee

Founding Member, St Lucie Rivers Coalition

Board Member, The Lyric Theatre

Board Member, Seacoast National Bank (2002-2008)

Member, City of Stuart LPA (2003-2006)

Graduate, LEADERShip Martin County program (1996-1997)

Awards and Recognition

The Charlene Hoag Award, Business Development Board of Martin County (2017)

Workforce Excellence Award, Workforce Development Board of the Treasure Coast (2006)

Economic Development Partner of the Year, Florida Economic Development Council (2005)

Economic Development Partner of the Year, Workforce Dev. Board of the Treasure Coast (2005)

Professional of the Year, Florida Economic Development Council, District 8 (2004-2005)

Recognized as Business Person of the Year by the Palm City Chamber of Commerce (1993)

**APPLICATION FOR APPOINTMENT – Comprehensive Economic
Development Strategy Committee – Please Print**

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

Name: Kevin Kryzda

Incumbent

RECEIVED

By Donna Gordon at 2:08 pm, Oct 22, 2019

Residence Address: _____ Street - City - Zip Code

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

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

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

Telephone numbers: daytime: 772-285-9750 alternate: _____ alternate: _____
Area Codes are considered 772 unless you note otherwise.

EMAIL: kkryzda@gmseast.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.

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. - Florida Institute of Technology

M.B.A. - Nova University

Employment Experience: 1983-2016 - Martin County Board of County Commissioners

2017 - Present - General Micro Systems, Inc.

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

Community Experience and Affiliations: Martin County Leadership Alumni

Member - Stuart Chamber of Commerce

Member - Martin County Economic Council

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

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

NO

REFERENCES: Please list two references:

Ted Astolfi - President, Martin County Economic Council

Larry Massing - Martin County Building Official

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

→ Signature:



Date: 10-14-2019

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by November 5**, 2019. 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 – Comprehensive Economic Development Strategy Committee – Please Print

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

Incumbent

Name: Jared Gaylord, Esq.

RECEIVED

By Donna Gordon at 1:13 pm, Nov 06, 2019

Residence Address: 6 Saddler Trail, Hobe Sound, FL 33455

Street - City - Zip Code

Mailing Address: 12000 SE Dixie Highway, Hobe Sound, FL 33455
(if different)

Street - City - Zip Code

Commission District in which you reside: 3^{dg} Staff will complete.

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

Telephone numbers: daytime: 772-349-5229 alternate: 772-545-7740 alternate: _____
Area Codes are considered 772 unless you note otherwise.

EMAIL: jared@marcgaylordlaw.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.

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: University of Florida (B.A. 2012); University of Florida, Levin College of Law (J.D. 2016)

Employment Experience: Lawyer, Marc R. Gaylord, P.A. (2016-Current)

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

Lived in Martin County since 1996. Educated in the Martin County public school system. My family and I are active in the community and engaged in a number of charitable and volunteer organizations.

Community Experience and Affiliations: Jupiter Island Code Enforcement Board (2017-present);
Hobe Sound Chamber of Commerce Government Affairs Committee; Hobe Sound Chamber Board of
Directors

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

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:

Gene Rauth (772-545-0100)

Scott Konopka, Lawyer (772-221-7757)

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

→ Signature:  _____ Date: 11/5/19
Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by November 5, 2019**. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

JARED E. GAYLORD

jaredgaylord4@gmail.com

772.349.5229

6 Saddler Trail
Hobe Sound FL, 33455

12000 SE Dixie Highway
Hobe Sound, FL 33455

EXPERIENCE

Marc R. Gaylord, P.A.

Lawyer

Hobe Sound, FL

May 2016-Current

Conduct numerous legal and administrative functions in a real estate law firm. Perform legal research, draft and prepare land use applications, draft a variety of contracts and estate planning documents, and administer several probate cases. Present numerous land use hearings before a variety of municipal and County boards and committees.

Mracheck, Fitzgerald, Rose, Konopka, Thomas, & Weiss, P.A.

Summer Law Clerk

Stuart, FL

May - August 2015

Interviewed clients and witnesses, participated in depositions, conducted in-depth legal research, drafted motions and prepared memoranda. Worked on various cases involving trust litigation, computer fraud, construction defects, and land use law.

Mracheck, Fitzgerald, Rose, Konopka, Thomas, & Weiss, P.A.

Summer Law Clerk

Stuart, FL

May - August 2014

Worked with Partner Scott Konopka to research, write memoranda, and draft motions on numerous issues including shareholder agreements, foreclosures, and insurance valuation. Observed civil trials and other court proceedings.

Marc R. Gaylord, P.A.

Legal Assistant

Hobe Sound, FL

May 2012 - August 2013

Entrusted with various office responsibilities related to the management of a real estate law firm. Drafted various documents including contracts for sale and purchase, deeds, land use applications and invoices. Prepared land use hearing presentations and coordinated projects with attorney Marc Gaylord, paralegals, and professionals in other offices.

Congressman Thomas J. Rooney

Congressional Intern, FL-District 16

Washington, D.C.

June 2011 - August 2011

Responsible for congressional office administrative activities. Managed phone calls, emails, took notes at Congressional committees, directed tours of the Capitol Building, researched legislative issues and drafted appropriate responses and positions to such issues.

EDUCATION

University of Florida, Levin College of Law

Gainesville, FL

Elected Executive Symposium Editor, *Florida Law Review*

May 2016

Book Award (highest grade in course): Cross Cultural Legal Counseling; Law Review

Director of Member Development, John Marshall Bar Association

Clinic Extern, Intimate Partner Violence Assistance Clinic

Apollo School Foundation, Community Service and Pro Bono Volunteer

University of Florida

B.A. History, *cum laude*, GPA: 3.51

Gainesville, FL

May 2012

PROFESSIONAL LICENSES

Florida Bar, admitted October 2016. Florida Bar #125678

Attorney's Title Fund Services Agent

Notary Public, Commission Expires October 20, 2020

INTERESTS

Tennis, trivia, cooking, travel, and history.

APPLICATION FOR APPOINTMENT – Comprehensive Economic Development Strategy Committee – Please Print

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

Name: Ralph F DAVINO

RECEIVED

By Donna Gordon at 12:38 pm, Nov 06, 2019

Residence Address: 6866 SE BUNKER Hill Dr Hobe Sound, FL 33455
Street - City - Zip Code

Mailing Address: PO BOX 1759 Hobe Sound, FL 33475
(if different) Street - City - Zip Code

Commission District in which you reside: 3^{dg} Staff will complete.

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

Telephone numbers: daytime: 772 2631018 alternate: 772 546218 alternate: _____
Area Codes are considered 772 unless you note otherwise.

EMAIL: RFDVINO1@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.

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: Post Jr College, Williams College School of
Business, Univ of Colorado Bachelors

Employment Experience: CIT Financial 10yr, Home Bank VP Marketing
Branch Administration 10yr Horizon Properties CFO PARTNER
SECURE STORAGE PARTNER 5yr

→ CONTINUED →

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

U S MARINE CORP VETERAN

Community Experience and Affiliations: PRESIDENT BOARD OF REALTORS FLA

BUSINESS DEV BOARD PRESIDENT CHAMBER OF COMMERCE

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

Planning & Zoning

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:

HAROLD JENKINS 772 263 2000

JOANNE WEIDMAN 772 263 1020

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

→ Signature: [Signature]

Date: 11/5/19

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 by **November 5, 2019**. 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 – Comprehensive Economic Development Strategy Committee – **Please Print**

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

RECEIVED

By Donna Gordon at 12:44 pm, Nov 08, 2019

Name: Pinal Gandhi-Savdas

Incumbent

Residence Address: 11139 SW Wyndham Way, Port St Lucie, FL 34987

Street - City - Zip Code

Mailing Address: Same as above

(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: 772-28-2532 alternate: _____ alternate: _____

Area Codes are considered 772 unless you note otherwise.

EMAIL: pgandhi@ci.stuart.fl.us

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.

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: Bachelors of Science in Business Administration

Employment Experience: City of Stuart, Martin County CRA, St Lucie Medical Center, Digital Domain

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→ CONTINUED →

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

A professional urban planner with over 10 years' experience in helping to build economically viable communities and fostering attractive communities to private investors and developers.

Community Experience and Affiliations: Martin County Leadership Class 29; Community Redevelopment Agency neighborhood outreach; Young Professionals of Martin County

Other County Boards/Committees/Task Forces on which you have served: Housing Solutions Council

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:

Kev Freeman, Development Director, at 772-288-5328

David Dyess, City Manager, at 772-600-1220

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

→ **Signature:** Pinal Gandhi-Savdas

Date: 11/8/19

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by November 5**, 2019. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.



Agenda Item Summary

File ID: 20-0038

CNST -4

Meeting Date: 12/3/2019

PLACEMENT: Consent

TITLE:

TREASURE COAST REGIONAL PLANNING COUNCIL MUNICIPAL APPOINTMENTS

EXECUTIVE SUMMARY:

The Board is asked to confirm the appointment of Commissioner Penny Townsend as the Town of Jupiter Island's primary municipal appointment and the City of Stuart's alternate municipal appointment to the Treasure Coast Regional Planning Council (TCRPC) will be Commissioner Kelli Glass-Leighton.

DEPARTMENT: Administration

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

REQUESTED BY: Treasure Coast Regional Planning Council

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

It has been agreed between the municipalities within the County (Town of Sewall's Point, Jupiter Island, and City of Stuart) that the municipal appointments to the TCRPC will be done on a three year rotation schedule.

Primary: Jupiter Island

Alternate: City of Stuart

November 2017 to November 2020 for calendar years 2018-2020

Primary: City of Stuart

Alternate: Town of Sewall's Point

November 2020 to November 2023 for calendar years 2021-2023

Primary: Town of Sewall's Point

Alternate: Town of Jupiter Island

November 2023 to November 2026 for calendar years 2024-2026

Primary: Town of Jupiter Island

Alternate: City of Stuart
November 2026 to November 2029 for calendar years 2027-2029

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

- A. Move that the Board confirm the appointment of Commissioner Penny Townsend as the Town of Jupiter Island's primary municipal appointment for a term to begin immediately and end November 2020.
- B. Move that the Board confirm the appointment of Commissioner Kelli Glass-Leighton as the City of Stuart's alternate municipal appointment for a term to begin immediately and end November 2020.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

None

| Funding Source | County Funds | Non-County Funds |
|----------------|--------------|------------------|
| | | |
| | | |
| | | |
| Subtotal | | |
| Project Total | | |

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 20-0039

CNST -5

Meeting Date: 12/3/2019

PLACEMENT: Consent

TITLE:

LOCAL PLANNING AGENCY SCHOOL DISTRICT APPOINTMENT

EXECUTIVE SUMMARY:

The Board is asked to reconfirm the appointment of Kimberly Everman to be the School District's non-voting representative on the Local Planning Agency.

DEPARTMENT: Administration

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

REQUESTED BY: Growth Management Department

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

In 2002, the Board of County Commissioners approved the appointment of a School District representative being a non-voting member of the Local Planning Agency. The School District is reappointing Kimberly Everman, Capital Projects/Planning Specialist, to be their representative with a term to begin January 1, 2020 and end December 31, 2020.

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 reconfirm the appointment of Kimberly Everman to be the School District's non-voting representative on the Local Planning Agency for a term to begin January 1, 36

2020 and end December 31, 2020.

2. Move that the Board authorize the Chairman to sign the Resolution of Appointment.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

None

| Funding Source | County Funds | Non-County Funds |
|----------------|--------------|------------------|
| | | |
| | | |
| | | |
| Subtotal | | |
| Project Total | | |

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

Local Planning Agency

Created Pursuant to LDR s. 9.3

Powers & Duties:

The powers and duties of the LPA are established in Article 9, LDR and include but are not limited to the following:

Review and recommend to the Board of County Commissioners for approval, approval with modifications, or denial certain development applications pursuant to Article 10, Development Review Procedures.

Upon authorization by the Board of County Commissioners, to make its special knowledge and expertise available to any official, department, board, or agency.

Review and recommend for approval, approval with modifications, or denial revisions to the Land Development Regulations pursuant to Article 10, Development Review Procedures.

Adopt rules of procedure not inconsistent with the provisions of the Land Development Regulations.

How Appointed:

The LPA shall be composed of five members appointed by the Board of County Commissioners. One member shall be appointed from each county commission district. Prior to the appointment, the member shall have been a registered voter in the district for at least one year. On July 23, 2002, the BCC approved the appointment of the school district as a non-voting member who shall attend those meetings at which the LPA considers comprehensive plan amendments or rezonings that would, if approved, increase residential density on the property that is the subject of the application.

Terms:

The term of office of each member shall coincide with the term of office of the County Commissioner representing the district from which the member was appointed. The term of the school district representative would be at the pleasure of the Martin County Superintendent of Schools.

Meetings: Meetings are held at least once a month.

Staff Liaison: Nicki Van Vonno, Growth Management Director

| Member | Position | Appointed | Term End |
|---------------------|-------------------------------|------------|------------|
| Cynthia Hall | Commission District 1 | 12/16/2014 | 11/15/2020 |
| William J. Flanigan | Commission District 2 | 12/18/2018 | 11/15/2022 |
| Donald Foley III | Commission District 3 | 03/17/2015 | 11/15/2020 |
| James Moir | Commission District 4 | 11/19/2002 | 11/15/2022 |
| Scott Watson | Commission District 5 | 11/22/2016 | 11/15/2020 |
| Kimberly Everman | Martin County School District | 01/01/2016 | 12/31/2019 |

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163.3174 Local planning agency.--

- (1) The governing body of each local government, individually or in combination as provided in s. 163.3171, shall designate and by ordinance establish a "local planning agency," unless the agency is otherwise established by law. The governing body may designate itself as the local planning agency pursuant to this subsection. The governing body shall notify the state land planning agency of the establishment of its local planning agency. All local planning agencies shall provide opportunities for involvement by district school boards and applicable community college boards, which may be accomplished by formal representation, membership on technical advisory committees, or other appropriate means. The local planning agency shall prepare the comprehensive plan or plan amendment after hearings to be held after public notice and shall make recommendations to the governing body regarding the adoption or amendment of the plan. The agency may be a local planning commission, the planning department of the local government, or other instrumentality, including a countywide planning entity established by special act or a council of local government officials created pursuant to s. 163.02, provided the composition of the council is fairly representative of all the governing bodies in the county or planning area; however:
 - (a) If a joint planning entity is in existence on the effective date of this act which authorizes the governing bodies to adopt and enforce a land use plan effective throughout the joint planning area, that entity shall be the agency for those local governments until such time as the authority of the joint planning entity is modified by law.
 - (b) In the case of chartered counties, the planning responsibility between the county and the several municipalities therein shall be as stipulated in the charter.
- (2) Nothing in this act shall prevent the governing body of a local government that participates in creating a local planning agency serving two or more jurisdictions from continuing or creating its own local planning agency. Any such governing body which continues or creates its own local planning agency may designate which local planning agency functions, powers, and duties will be performed by each such local planning agency.
- (3) The governing body or bodies shall appropriate funds for salaries, fees, and expenses necessary in the conduct of the work of the local planning agency and shall also establish a schedule of fees to be charged by the agency. To accomplish the purposes and activities authorized by this act, the local planning agency, with the approval of the governing body or bodies and in accord with the fiscal practices thereof, may expend all sums so appropriated and other sums made available for use from fees, gifts, state or federal grants, state or federal loans, and other sources; however, acceptance of loans must be approved by the governing bodies involved.
- (4) The local planning agency shall have the general responsibility for the conduct of the comprehensive planning program. Specifically, the local planning agency shall:
 - (a) Be the agency responsible for the preparation of the comprehensive plan or plan amendment and shall make recommendations to the governing body regarding the adoption or amendment of such plan. During the preparation of the plan or plan amendment and prior to any recommendation to the governing body, the local planning agency shall hold at least one public hearing, with public notice, on the proposed plan or

plan amendment. The governing body in cooperation with the local planning agency may designate any agency, committee, department, or person to prepare the comprehensive plan or plan amendment, but final recommendation of the adoption of such plan or plan amendment to the governing body shall be the responsibility of the local planning agency.

- (b) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the governing body such changes in the comprehensive plan as may from time to time be required, including preparation of the periodic reports required by s. 163.3191.
 - (c) Review proposed land development regulations, land development codes, or amendments thereto, and make recommendations to the governing body as to the consistency of the proposal with the adopted comprehensive plan, or element or portion thereof, when the local planning agency is serving as the land development regulation commission or the local government requires review by both the local planning agency and the land development regulation commission.
 - (d) Perform any other functions, duties, and responsibilities assigned to it by the governing body or by general or special law.
- (5) All meetings of the local planning agency shall be public meetings, and agency records shall be public records.

History.—s. 6, ch. 75-257; s. 1, ch. 77-223; s. 5, ch. 85-55; s. 2, ch. 92-129; s. 9, ch. 95-310; s. 9, ch. 95-341.

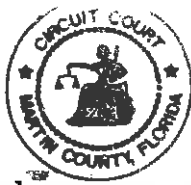
163.3171 Areas of authority under this act.—

- (1) A municipality shall exercise authority under this act for the total area under its jurisdiction. Unincorporated areas adjacent to incorporated municipalities may be included in the area of municipal jurisdiction for the purposes of this act if the governing bodies of the municipality and the county in which the area is located agree on the boundaries of such additional areas, on procedures for joint action in the preparation and adoption of the comprehensive plan, on procedures for the administration of land development regulations or the land development code applicable thereto, and on the manner of representation on any joint body or instrument that may be created under the joint agreement. Such joint agreement shall be formally stated and approved in appropriate official action by the governing bodies involved.
- (2) A county shall exercise authority under this act for the total unincorporated area under its jurisdiction or in such unincorporated areas as are not included in any joint agreement with municipalities established under the provisions of subsection (1). In the case of chartered counties, the county may exercise such authority over municipalities or districts within its boundaries as is provided for in its charter.
- (3) Combinations of municipalities within a county, or counties, or an incorporated municipality or municipalities and a county or counties, or an incorporated municipality or municipalities and portions of a county or counties may jointly exercise the powers granted under the provisions of this act upon formal adoption of an official agreement by the governing bodies involved pursuant to law. No such official agreement shall be adopted by the governing bodies involved until a public hearing on the subject with public notice has been held by each governing body involved.

The general administration of any joint agreement shall be governed by the provisions of s. 163.01 except that when there is conflict with this act the provisions of this act shall govern.
- (4) The state land planning agency and a local government shall have the power to enter into agreements with each other and to agree together to enter into agreements with a landowner, developer, or governmental agency as may be necessary or desirable to effectuate the provisions and purposes of ss. 163.3177(6)(h) and (11)(a), (b), and (c), and 163.3245.

History.—s. 5, ch. 75-257; s. 4, ch. 85-55; s. 8, ch. 95-310; s. 1, ch. 96-416; s. 3, ch. 98-176.

2001



A. To review and approve, approve with modifications or deny certain development applications pursuant to Article 10, Development Review Procedures.

B. To hear appeals of decisions of administrative officials pursuant to Article 10, Development Review Procedures.

ORDINANCE 612 – ADOPTED 5/14/02

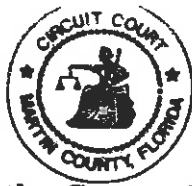
Section 9.3. Local Planning Agency

A. Powers and Duties. The Planning and Zoning Commission and Local Planning Agency established pursuant to Chapter 23, Code of Laws and Ordinances of Martin County, Florida, and in existence prior to the effective date of Article 9, LDR, shall become the Local Planning Agency (LPA) pursuant to the provisions of this Article. Nothing contained herein shall affect the validity of any previous action of either the Planning and Zoning Commission or Local Planning Agency under Chapter 23. The powers and duties of the LPA under the LDR include, but are not limited to, the following:

1. To review and recommend to the Board of County Commissioners for approval, approval with modifications or denial certain development applications pursuant to Article 10, Development Review Procedures.
2. Upon authorization by the Board of County Commissioners, to make its special knowledge and expertise available to any official, department, board or agency.
3. To review and recommend for approval, approval with modifications or denial revisions to the LDR pursuant to Article 10, Development Review Procedures.
4. To adopt rules of procedure not inconsistent with the provisions of the LDR.

B. Membership: Appointment, Qualifications, Terms, and Removal

1. The LPA shall be composed of five (5) members appointed by the Board of County Commissioners. Members shall serve without compensation, but may receive actual and necessary expenses incurred in the performance of their official duties.
2. One member of the LPA shall be appointed from each county commission district. Prior to the appointment, the member shall have been a registered voter in the district for at least one (1) year.
3. The term of office of the LPA member shall coincide with the term



of office of the County Commissioner representing the district from which the member was appointed. The member's term of office shall terminate earlier if the member ceases to be a registered voter in the district from which the member was appointed. In addition, a member may be removed from office at the pleasure of the Board of County Commissioners.

C. Officers

1. At the regular meeting in January each year, the LPA shall elect a Chairman and Vice Chairman from among its members to serve a term of one (1) year. The officers shall be eligible for re-election.
2. The Chairman shall preside at all meetings and hearings of the LPA.
3. In the absence of the Chairman, the Vice Chairman shall preside at any meetings and hearings of the LPA.
4. In the absence of the Chairman and Vice Chairman, the LPA shall select one of its members to preside over any scheduled meeting or hearing.
5. The County shall provide a Secretary to record the meetings and prepare the minutes of the LPA.

D. Role of the County Attorney and the Growth Management Department

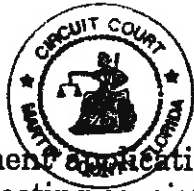
1. The County Attorney or designee shall serve as legal advisor to the LPA.
2. The Growth Management Department shall serve as the staff to the LPA.

E. Quorum and Necessary Vote

No business shall be transacted by the LPA without a quorum consisting of three (3) members. All actions of the LPA require the affirmative vote of a majority of the members present.

F. Meetings and Hearings

1. The LPA shall meet at least once a month and at such other times as it may deem necessary.
2. Special meetings of the LPA may be called by the Chairman.



Development applications may be considered by the LPA during a special meeting consistent with the notice requirements of Section 10.6 of Article 10, Development Review Procedures.

3. The LPA may continue a meeting if all business cannot be completed on that day. The date, time and location of the meeting's resumption shall be stated by the Chairman at the time of the continuance.
4. The LPA may continue a public hearing on a development application consistent with the requirements of Section 10.7 of Article 10, Development Review Procedures.
5. In the event that less than a quorum is present at the beginning of a scheduled meeting or hearing, the proceeding shall be rescheduled, consistent with the notice requirements of Section 10.6 of Article 10, Development Review Procedures.

G. Ex Parte Communications

Members of the LPA shall comply with the provisions of Section 1-11 of the Code of Laws and Ordinances regarding ex parte communications when a development application is considered during a quasi-judicial proceeding.

H. Voting Conflicts

Members of the LPA shall comply with the provisions of Section 112.3143, Florida Statutes, regarding voting conflicts.

I. Financial Disclosure

Members of the LPA shall comply with the provisions of Section 112.3145, Florida Statutes, regarding financial disclosure.

Section 9.4 Development Review Committee

A. Powers and Duties. The Development Review Committee (DRC) established pursuant to Chapter 23, Code of Laws and Ordinances of Martin County, Florida, and in existence prior to the effective date of Article 9, LDR, shall become the Development Review Committee pursuant to the provisions of this Article. Nothing contained herein shall affect the validity of any previous action of the Development Review Committee under Chapter 23. The powers and duties of the Development Review Committee (DRC) under the LDR include, but are not limited to, the following:

MINUTES OF COUNTY COMMISSIONERS REGULAR MEETING, OCTOBER 24, 1972

PASSED AND DULY ENACTED THIS 7th DAY OF NOVEMBER, 1972.BOARD OF COUNTY COMMISSIONERS
OF MARTIN COUNTY, FLORIDA

ATTEST:

/s/ Dorothy Pierce
ClerkBY: /s/ Frank A. Wacha
Chairman

APPROVED AS TO FORM AND LEGALITY

/s/ Stephen B. Calvert
County Attorney

(SEAL)

ORDINANCE NO. 15

AN ORDINANCE AMENDING SECTION 2, ENTITLED "PLANNING AND ZONING COMMISSION," OF CHAPTER 61-2466, LAWS OF FLORIDA: REPLACING REQUIREMENT THAT MEMBERS BE FREEHOLDERS AND RESIDENTS OF COUNTY COMMISSIONER DISTRICT AT TIME OF APPOINTMENT WITH REQUIREMENT THAT MEMBERS BE REGISTERED VOTERS IN COUNTY-COMMISSIONER DISTRICT AT THE TIME OF APPOINTMENT, AND THAT MEMBERS SHALL HAVE BEEN FREEHOLDERS IN THE COUNTY FOR AT LEAST ONE YEAR; PROVIDING FOR AUTOMATIC TERMINATION OF OFFICE IF MEMBER CEASES TO BE REGISTERED VOTER IN SUCH DISTRICT; PROVIDING THAT COMMISSION SHALL REVIEW ALL PLATS, EXCEPT MINOR PLATS; THAT PLATS NOT ACTED ON BY THE COMMISSION WITHIN TWO (2) MONTHS SHALL BE DEEMED APPROVED; GIVING COMMISSION POWER TO REVIEW MINOR PLAT DENIALS BY PLANNING AND ZONING DEPARTMENT; AND PROVIDING CONTINUATION OF EXISTING COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

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

PART ONE: Section 2, entitled "Planning and Zoning Commission," of Chapter 61-2466, Laws of Florida, is amended to read as follows:

Section 2. Planning and Zoning Commission --There shall be a Commission, to be known as the Planning and Zoning Commission of Martin County, consisting of five (5) members appointed by the Board of County Commissioners. Each member shall be deemed to represent a separate and distinct county-commissioners district and shall be a registered voter in such district. Each member shall have been a freeholder in the county for at least one year. His term of office shall terminate at the same time as the county commissioner representing the district in which he serves, or earlier at the pleasure of the Board of County Commissioners, or automatically if the member ceases to be a registered voter in such district. No person holding elective office shall serve as a member of the Planning and Zoning Commission. The members shall serve without compensation, but may be reimbursed, in accordance with procedures established by the Board of County Commissioners, for their actual and necessary expenses incurred in performance of their duties. By appropriate resolution, subject to amendment, change or repeal, the Board of County Commissioners shall provide further details, which may include an organization plan, procedural rules, use of advisory groups, and other requirements related to the activities of the Planning and Zoning Commission; provided, however, that the terms of any resolution shall not conflict with the provisions of this act. The duties of the Planning and Zoning Commission shall be the following:

- (1) To make studies of the resources, possibilities and needs of Martin County and to report its findings and recommendations with reference thereto, from time to time, to the Board of County Commissioners.
- (2) To prepare, and to keep currently valid, a comprehensive master plan for the future development, redevelopment, and growth of Martin County. Said master plan shall be based on the aforementioned studies and shall show, or include, among other things, the proposed or anticipated patterns of development based on

MINUTES OF COUNTY COMMISSIONERS REGULAR MEETING, OCTOBER 24, 1972

generalized representations of land use and the intensity thereof; proposals for a comprehensive transportation system, including arterial highways, rail and other types of transit systems, and terminal facilities; proposed distribution of public facilities or service; recommended application of regulatory measures in relation to private development or use of land or water areas; and areas in need of measures or programs of redevelopment, rehabilitation, or conservation.

- (3) To review all plats or replats of land, including amendments thereto, except minor plats or replats or amendments thereto as defined elsewhere by ordinance, and to report to the Board of County Commissioners its findings and recommendations with reference to each such matter within two (2) months from the date of the matter's referral to the Planning and Zoning Commission; otherwise approval of the Planning and Zoning Commission shall be deemed to have been given to such matter.
- (4) To review the action of the Planning and Zoning Department in not approving a minor subdivision plat as defined elsewhere.
- (5) On its own initiative, or whenever requested to do so by the Board of County Commissioners, to give advice to the Board of County Commissioners and to other public officials or employees with reference to any matter affecting the aforesaid comprehensive master plan of Martin County.
- (6) In furtherance of the unified planning and development of Martin County, to maintain contact with, and to collaborate with, those agencies, officials or employees of several municipalities of the county designated to have responsibility for comprehensive planning within the municipalities.
- (7) To recommend to the Board of County Commissioners a division of the county into zoning districts, together with the boundaries of such zoning districts and appropriate regulations to be enforced therein; likewise to recommend with reference to all proposed amendments, modifications or alterations, to such boundaries and regulations. Every recommendation shall be preceded by one or more public hearings before the Planning and Zoning Commission, and the Board of County Commissioners shall not hold its public hearings or take action until it has received the final report of the Planning and Zoning Commission with reference to the matter.

PART TWO: The present Planning and Zoning Commission of Martin County, Florida, shall remain in being in accordance with this ordinance, and nothing herein shall affect the validity of any of its past actions or deliberations or the validity of any action now being contemplated or deliberated upon by such commission.

PART THREE: This ordinance shall take effect upon receipt of official acknowledgment from the Office of the Secretary of State that this ordinance has been filed in that office.

PASSED AND DULY ENACTED THIS 7th DAY OF NOVEMBER, 1972.

BOARD OF COUNTY COMMISSIONERS
OF MARTIN COUNTY, FLORIDA

BY: /s/ Frank A. Wacha
FRANK A. WACHA, CHAIRMAN

ATTEST:

/s/ Dorothy Pierce
DOROTHY PIERCE, CLERK

(Board of County Commissioners Seal)

APPROVED AS TO FORM AND LEGALITY:

/s/ Stephen B. Calvert
STEPHEN B. CALVERT, COUNTY ATTORNEY

DIVISION 2. PLANNING AND ZONING COMMISSION

Sec. 23-22. Creation; membership; qualifications; terms of office; compensation; additional organizational requirements authorized.

There shall be a commission, to be known as the Planning and Zoning Commission of Martin County, consisting of five (5) members appointed by the board of county commissioners. Each member shall be deemed to represent a separate and distinct county commissioner district and shall be a registered voter in such district. Each member shall have been a freeholder in the county for at least one year. The term of office of each member shall terminate at the same time as the county commissioner representing the district in which he serves, or earlier, at the pleasure of the board of county commissioners or automatically, if the member ceases to be a registered voter in such district. No person holding elective office shall serve as a member of the planning and zoning commission. The members shall serve without compensation, but may be reimbursed, in accordance with procedures established by the board of county commissioners, for their actual and necessary expenses incurred in the performance of their duties. By appropriate resolution, subject to amendment, change or repeal, the board of county commissioners shall provide further details, which may include an organization plan, procedural rules, use of advisory groups, and other requirements related to the activities of the planning and zoning commission; provided, however, that the terms of any resolution shall not conflict with the provisions of this chapter. (Sp. Acts, Ch. 61-2466, § 2; Ord. No. 15, Part 1, 11-7-72)

Sec. 23-23. General duties.

The duties of the planning and zoning commission shall be the following:

- (1) *Studies and recommendations.* To make studies of the resources, possibilities and needs of the county and to report its findings and recommendations, with refer-

ence thereto, from time to time, to the board of county commissioners.

- (2) *Review of plats and replats.* To review all plats or replats of land, including amendments thereto, and to report to the board of county commissioners its findings and recommendations, with reference to each such matter within two (2) months from the date of the matter's referral to the planning and zoning commission; otherwise approval of the planning and zoning commission shall be deemed to have been given to such matter.
- (3) *Comprehensive planning.* To act as the local planning agency pursuant to section 23-6 of this chapter and to perform such other duties and to exercise such other powers granted to the planning and zoning commission by Chapter 61-2466, Laws of Florida, 1961, except to the extent those duties and powers conflict with the duties and powers of this commission acting as the local planning agency. On its own initiative, or whenever requested to do so by the board of county commissioners or by the director of planning and zoning, to give advice to the board of county commissioners and to other public officials or employees with reference to any matter affecting the county comprehensive plan.
- (4) *Recommendations relative to zoning districts; hearings.* To recommend to the board of county commissioners a division of the county into zoning districts, together with the boundaries of such zoning districts and appropriate regulations to be enforced therein; likewise to recommend, with reference to all proposed amendments, modifications or alterations to such boundaries and regulations. Every recommendation shall be preceded by one or more public hearings before the planning and zoning commission, and the board of county commissioners shall not hold its public hearings or take action until it has received the final report of the planning and zoning commission with reference to the matter. (Sp. Acts, Ch. 61-2466, §

2; Ord. No. 15, Part 1, 11-7-72; Ord. No. 88, Part 3, 3-23-76; Ord. No. 171, Part 1, 10-7-80)

Sec. 23-24. Continuation of prior commission; validation of prior action.

The present planning and zoning commission of Martin County shall remain in being in accordance with this chapter, and nothing herein shall affect the validity of any of its past actions or deliberations or the validity of any action now being contemplated or deliberated upon by such commission. (Sp. Acts, Ch. 61-2466, § 2; Ord. No. 15, Part 2, 11-7-72)

**DIVISION 2½. WATER RESOURCES
AND MANAGEMENT ADVISORY COMMITTEE**

Sec. 23-25. Established; composition; appointment of members.

There shall be a committee known as the water resources and management advisory committee of Martin County, Florida, which shall consist of seven (7) to nine (9) members appointed by the board of county commissioners from districts as follows:

- (1) Districts 1, 2, 3, 4, and 5 shall coincide with the county commissioner district with the same number.
- (2) Districts 6, 7, 8, and 9 shall each be county-wide. (Ord. No. 104, Part 1, 3-14-78)

Sec. 23-25.1. Terms of members.

The term of a member representing a district numbered 1, 2, 3, 4, or 5 shall terminate at the same time as the county commissioner representing the same district, or earlier at the pleasure of the board of county commissioners, or automatically if the member ceases to be a registered voter in Martin County. The term of a member representing a district numbered 6, 7, 8, or 9 shall terminate on November 30th each year, or earlier at the pleasure of the board of

fore adopted, shall remain in force and effect until amended or abolished by the board of county commissioners under the provisions of this chapter. (Sp. Acts, Ch. 61-2466, § 11)

Sec. 23-5. Declaration of intent to exercise authority set out in Local Government Comprehensive Planning Act of 1975.

In compliance with Section 5(2) of Chapter 75-257, Laws of Florida, commonly known as the "Local Government Comprehensive Planning Act of 1975," the board of county commissioners of Martin County hereby declares its intent to exercise in the unincorporated areas of Martin County the authority set out in such Chapter 75-257. (Ord. No. 88, Part 1, 3-23-76)

Sec. 23-5.1. Reserved.

Editor's note—The Martin County Comprehensive Plan dated April 1, 1962 and adopted by reference in former § 23-5.1 was repealed by Part 1 of Ord. No. 373, adopted Feb. 20, 1990. At the request of the county, former § 23-5.1, which derived from Ord. No. 189, has been deleted and adoption of the current comprehensive plan is included herein as § 34-1.

Sec. 23-6. Local planning agency.

(a) *Designation of local planning agency.* Pursuant to Section 163.3174 of the "Local Government Comprehensive Planning Act of 1975," as amended, the board of county commissioners of Martin County hereby designates the planning and zoning commission of Martin County as the local planning agency for the unincorporated areas of Martin County.

(b) *Method of choosing members of local planning agency.* The method of choosing members of the local planning agency shall be that established in Division 2 of Article II of this chapter.

(c) *Rules of procedure.* The local planning agency shall, by resolution, adopt rules of procedure and may from time to time amend or repeal those rules of procedure by resolution.

(d) *Officers.* The local planning agency shall elect a chairman and a vice-chairman. The clerk shall be the clerk of the circuit court as ex officio clerk of the board of county commissioners.

(e) *Financial support of local planning agency.* The board of county commissioners shall budget and expend appropriate amounts for financial support of the functions of the local planning agency. Requests for funds to support the staffing and the work of the local planning agency shall be made to the board of county commissioners. The board of county commissioners shall review and approve, amend or deny such request as it may deem appropriate.

(f) *Public meetings and public records.* All meetings of the local planning agency shall be public meetings and all of its records shall be public records.

(g) *Duties, responsibilities and powers.* The local planning agency shall have the following powers:

- (1) General responsibility for the conduct of the comprehensive planning program for the unincorporated areas of the county and for the preparation of the comprehensive plan or elements or portions thereof for such areas.
- (2) Any and all other duties, responsibilities and powers necessary and proper for it to exercise the authority set out in that portion of Chapter 163, Florida Statutes, that includes the "Local Government Comprehensive Planning Act of 1975," as amended. (Ord. No. 88, Part 2, 3-23-76; Ord. No. 171, Part 1, 10-7-80)

Sec. 23-7. Development moratorium established.

(a) A moratorium on all development approvals by Martin County for developments that would impose a density of ten (10) units per gross acre or greater be and hereby is established. The following provisions shall apply to the enforcement of this moratorium:

- (1) The number of gross acres in the development shall include all contiguous property owned and controlled by the person or entity applying for a development approval.
- (2) The moratorium shall not be effective with respect to developments on individual lots of record in separate

Supp. No. 19

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

RESOLUTION NUMBER 19-12.x

**A RESOLUTION PERTAINING TO THE APPOINTMENT OF A MEMBER TO THE
LOCAL PLANNING AGENCY**

WHEREAS, the Local Planning Agency was established pursuant to Section 9.3.A., Land Development Regulations; and

WHEREAS, Section 9.3.B., Land Development Regulations 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 Local Planning Agency.

NOW THEREFORE BE IT RESOLVED THAT, the Board of County Commissioners hereby appoints Kimberly Everman to serve on the Local Planning Agency for a term to begin January 1, 2020 and end December 31, 2020.

Duly adopted this 3rd day of December 2019.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

xx, CHAIRMAN

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

**APPLICATION FOR APPOINTMENT – Martin County Local Planning
Agency – School District Representative – Please Print**

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

Name: Kimberly Everman **Incumbent**

Residence Address: 1600 NE DIXIE Hwy. - Unit 4-106, JB. Fl. 34957
Street - City - Zip Code

Mailing Address: SAME
(if different)

RECEIVED

By Donna Gordon at 9:50 am, Oct 30, 2019

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

Telephone numbers: daytime: 561-337-0313 alternate: _____ alternate: _____
Area Codes are considered 772 unless you note otherwise.

EMAIL: evermak@martin.k12.fl.us

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: o MASTERS-EDUCATION - FALL
o BACHELOR OF ARTS - ART HISTORY - FALL
o ASSOCIATES - INTERIOR DESIGN - AIFL

Employment Experience: SCHOOL BOARD MARTIN COUNTY - 2015- PRESENT ^{EAP. PLANNER}
SCHOOL BOARD PALM BEACH COUNTY 2010-2015 -(TEACHER)
SCHOOL BOARD PALM BEACH COUNTY 2008-2005 (EDUC. PLANNER)
ETC.

Other experience you feel would be helpful to the Commissioners: _____
20+ YRS ARCH. DESIGN & PLANNING
5 YRS. TEACHING (ESE)

Community Experience and Affiliations: LPA MC (CURRENT)
MAIN STREET COALITION - SANFORD, FL.

Other County Boards/Committees/Task Forces on which you have served: LPA - VILLAGE OF INDIAN TOWN
ABIS COUNCIL - EDUCATION COMMITTEE

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:

ROB PHILLIPS - OPERATIONS MGR - SDMC
MARK SECHRIST - FAC. DIRECTOR - SDMC

- Applicants are 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: 10/29/19

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



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 20-0176

CNST -6

Meeting Date: 12/3/2019

PLACEMENT: Consent

TITLE:

ADOPT A PROCLAMATION COMMENDING BRYAN WEIKSNAR UPON THE OCCASION OF ACHIEVING THE RANK OF EAGLE SCOUT

EXECUTIVE SUMMARY:

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

DEPARTMENT: Administration

PREPARED BY: **Name:** Communications Division
Title: Enter Title of Preparer

REQUESTED BY: Commissioner Doug Smith

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Bryan's Eagle Scout Project was to raise funds to acquire a flagpole and Little Lending Library and work with the proper authorities to have them installed at the Bill Scott Park. Bill Scott was a longtime resident of Stuart, a WWII veteran, County Commissioner and State Representative. He was instrumental in introducing the legislation that led to the creation of Indian River State College, as well as legislation to protect eagles and sea turtles.

ISSUES:

None.

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the proclamation that will be presented to Scout Weiksnar at the December 17, 2019 Board meeting.

56

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda.
Direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

None

| Funding Source | County Funds | Non-County Funds |
|----------------|--------------|------------------|
| | | |
| | | |
| | | |
| Subtotal | | |
| Project Total | | |

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

Before the Board of County Commissioners
Martin County, Florida

A Proclamation

Commending Bryan Weiksnar upon the achievement of Eagle Scout

Whereas, the Boy Scouts of America, incorporated in February 1910 and chartered by Congress in 1916, has a legacy of providing an educational program for boys and young adults to build character, to train in the responsibilities of participating citizenship, and to develop personal fitness; and

Whereas, the Boy Scouts of America endeavors to develop Americans who have a high degree of self-reliance as evidenced in such qualities as initiative, courage, and resourcefulness; have personal values based on religious concepts; have the desire and skills to help others; understand the principles of the American social, economic, and governmental systems; are knowledgeable about and take pride in their American heritage and understand our nation's role in the world; have a keen respect for the basic rights of all people; and are prepared to participate in and give leadership to American society; and

Whereas, the rank of Eagle Scout, the highest rank in Scouting is only achieved by about two out of every 100 Scouts, is significant in that it is a reflection of an individual who has endeavored to become the best he can be; and is recognized as having special significance, not only in Scouting, but also as that individual enters higher education, business or industry and community service.

Now, therefore be it proclaimed by the Martin County Board of County Commissioners that Bryan Weiksnar of Troop 823 is hereby congratulated for his achievement in attaining the rank of Eagle Scout and commended for his service to his community now and in the years to come.

Presented this Seventeenth Day of December 2019

ATTEST:

BOARD OF COUNTY COMMISSIONERS

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

DOUG SMITH, COMMISSIONER

STACEY HETHERINGTON, COMMISSIONER

HAROLD E. JENKINS II, COMMISSIONER

SARAH HARD, COMMISSIONER

EDWARD V. CIAMPI, COMMISSIONER



Agenda Item Summary

File ID: 20-0123

CNST-7

Meeting Date: 12/3/2019

PLACEMENT: Consent

TITLE:

REVISIONS TO THE MARTIN COUNTY STANDARD DETAILS FOR ROAD AND SITE CONSTRUCTION AND PUBLIC FACILITIES

EXECUTIVE SUMMARY:

The Board is asked to approve a resolution revising the Martin County Standard Details for Road & Site Construction and Public Facilities.

DEPARTMENT: Public Works

PREPARED BY: **Name:** Michelle Cullum, P.E.

Title: Development Review Administrator

REQUESTED BY: Lisa A. Wichser, P.E., CFM, County Engineer

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Martin County Standard Details for Road & Site Construction and Public Facilities (Martin County Standards) are updated regularly to keep current industry standards and practices for improved safety and quality control. On April 23, 2019, the Board adopted Resolution No. 19-4.17 approving revisions to the Martin County Standards in its entirety. Some of the revisions adopted did not provide enough clarification; therefore, staff is requesting that the Board approve revisions to the following Martin County Standards as set forth in the attached resolution:

- R-41 (SIDEWALK): Updates the sidewalk depiction to better reflect the requirements in the notes
- R-42 (SIDEWALK REPLACEMENT / REPAIR): Updates the sidewalk depiction to better reflect the requirements in the notes
- R-91A (RESIDENTIAL DRIVEWAY - CULVERT): Modifies culvert notes
- R-120A (CROSSWALK): Updates the notes to provide additional clarification and reflect industry standards
- R-150B (TRAFFIC SIGNAL SPECIFICATION): Updates the notes to reflect industry

standards

The Table of Contents and the remaining details not listed above were updated to reflect the new adoption date.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

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

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve the resolution revising the Martin County Standard Details for Road & Site Construction and Public Facilities.

ALTERNATIVE RECOMMENDATIONS

1. *Pull* this Item from the Consent Agenda.
2. Move that the Board approve, by resolution, the proposed revisions to the Martin County Standard Details for Road & Site Construction and Public Facilities with comments.
3. Move that the Board deny staff's request to revise the Martin County Standard Details for Road & Site Construction and Public Facilities.

FISCAL IMPACT:

RECOMMENDATION

None

| Funding Source | County Funds | Non-County Funds |
|----------------|--------------|------------------|
| | | |
| | | |
| | | |
| Subtotal | | |
| Project Total | | |

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING REVISIONS TO THE MARTIN COUNTY STANDARDS
FOR ROAD & SITE CONSTRUCTION AND PUBLIC FACILITIES**

WHEREAS, the Martin County Public Works Department staff compiled and developed a series of standard details to be used for construction of roads within public or private rights-of-way, construction of public or private site development, and construction of public facilities; and

WHEREAS, pursuant to Resolution No. 19-4.17, adopted on April 23, 2019, the Board of County Commissioners approved the Martin County Standard Details for Road & Site Construction and Public Facilities to ensure safe, quality, and consistent infrastructure is provided; and

WHEREAS, the Board of County Commissioners has determined that revisions and clarifications are required.

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

- A. The Martin County Standard Details for Road & Site Construction and Public Facilities, Revised December 3, 2019, attached hereto, are approved; and
- B. All previous versions of the Martin County Standard Details for Road & Site Construction and Public Facilities are deemed null and void.

DULY PASSED AND ADOPTED THIS 3rd DAY OF DECEMBER, 2019.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk of the Circuit Court
And Comptroller

_____, Chair

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Sarah W. Woods, County Attorney



MARTIN COUNTY STANDARD DETAILS FOR ROAD & SITE CONSTRUCTION AND PUBLIC FACILITIES

Effective: DECEMBER 3, 2019

APPROVED BY
MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

| | |
|---------------------|------------|
| DOUG SMITH | DISTRICT 1 |
| STACEY HETHERINGTON | DISTRICT 2 |
| HAROLD JENKINS | DISTRICT 3 |
| SARAH HEARD | DISTRICT 4 |
| EDWARD V. CIAMPI | DISTRICT 5 |

LISA A. WICHSER, P.E., CFM – COUNTY ENGINEER

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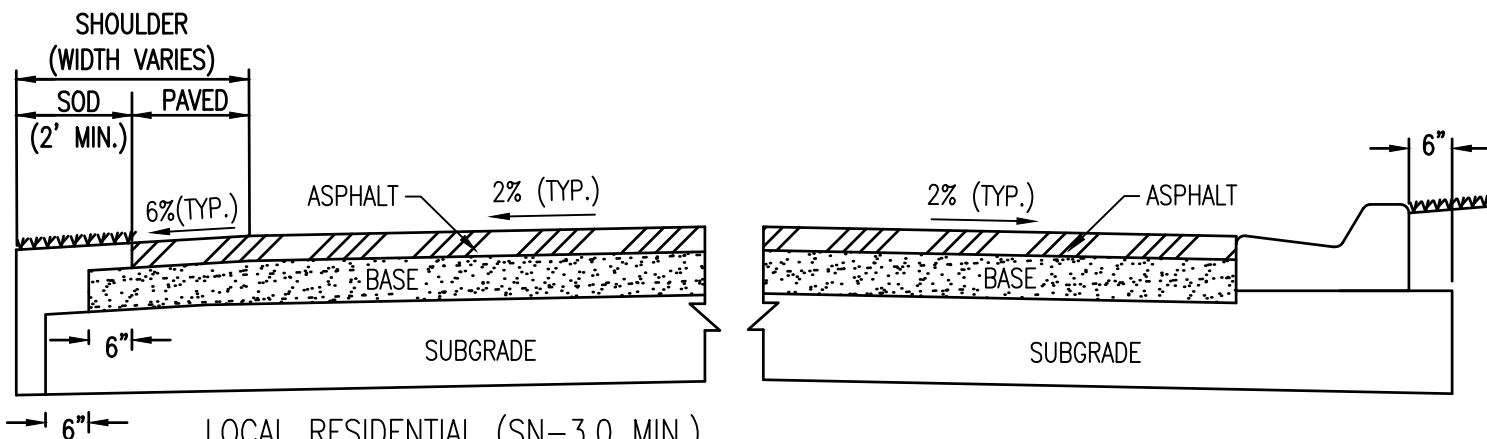
| DETAIL NUMBER | DESCRIPTION |
|---------------|--|
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STATEMENT OF INTENT

THE REQUIREMENTS SET FORTH IN THIS DOCUMENT ARE INTENDED TO PROVIDE A BASIS OF DESIGN AND CONSTRUCTION. ANY VARIATION FROM STANDARDS MUST BE APPROVED IN ADVANCE BY THE COUNTY ENGINEER OR HIS/HER DESIGNATED REPRESENTATIVE HEREINAFTER KNOW AS "COUNTY ENGINEER". THE ROADS & SITE CONSTRUCTION DETAILS SHALL BE APPLICABLE IN ALL CASES WHERE THOSE PORTIONS OF CONSTRUCTION LIE OR WILL LIE WITHIN THE PUBLIC OR PRIVATE RIGHTS-OF-WAY OF MARTIN COUNTY. THE PUBLIC FACILITIES DETAILS SHALL BE APPLICABLE IN ALL CASES WHERE THE FACILITIES BEING PROVIDED OR CONSTRUCTED ARE OWNED AND/OR OPERATED AND MAINTAINED BY MARTIN COUNTY. IT IS NOT NECESSARILY INTENDED THAT THE PUBLIC FACILITIES DETAILS BE APPLICABLE IN CASES WHERE THE FACILITIES BEING PROVIDED OR CONSTRUCTED ARE OWNED AND/OR OPERATED BY A PRIVATE ENTITY.



LOCAL RESIDENTIAL (SN-3.0 MIN.)

MIN. E.O.P. ELEVATION > PEAK STAGE OF 10-YR / 24-HR STORM EVENT

- SURFACE COURSE: 1½" TYPE SP-9.5 ASPHALTIC CONCRETE
- BASE COURSE: OPTIONAL BASE GROUP 6 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 1½" TYPE SP-12.5 ASPHALTIC CONCRETE (1ST LIFT)
1" TYPE SP-9.5 ASPHALTIC CONCRETE (2ND LIFT)
- BASE COURSE: OPTIONAL BASE GROUP 6 PER FDOT 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 2" TYPE S-I 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 ½") 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.



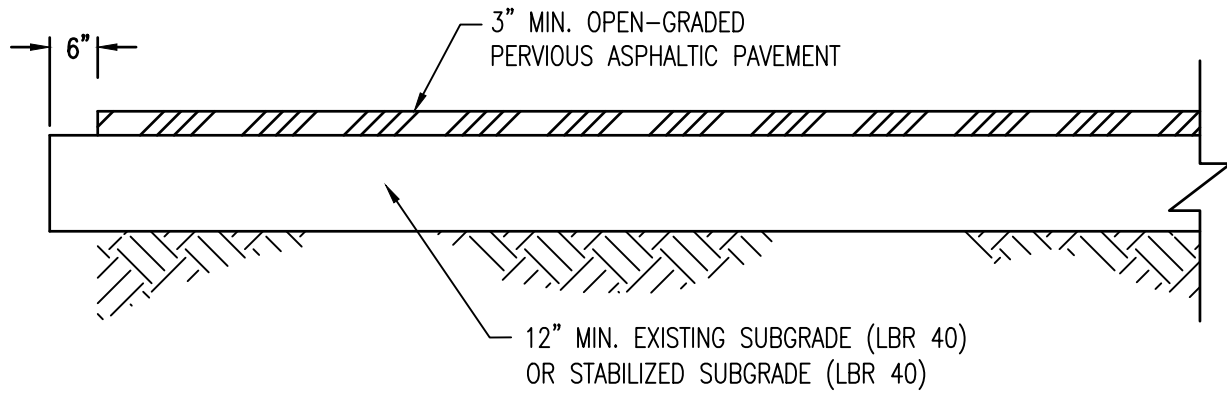
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

FLEXIBLE PAVEMENT

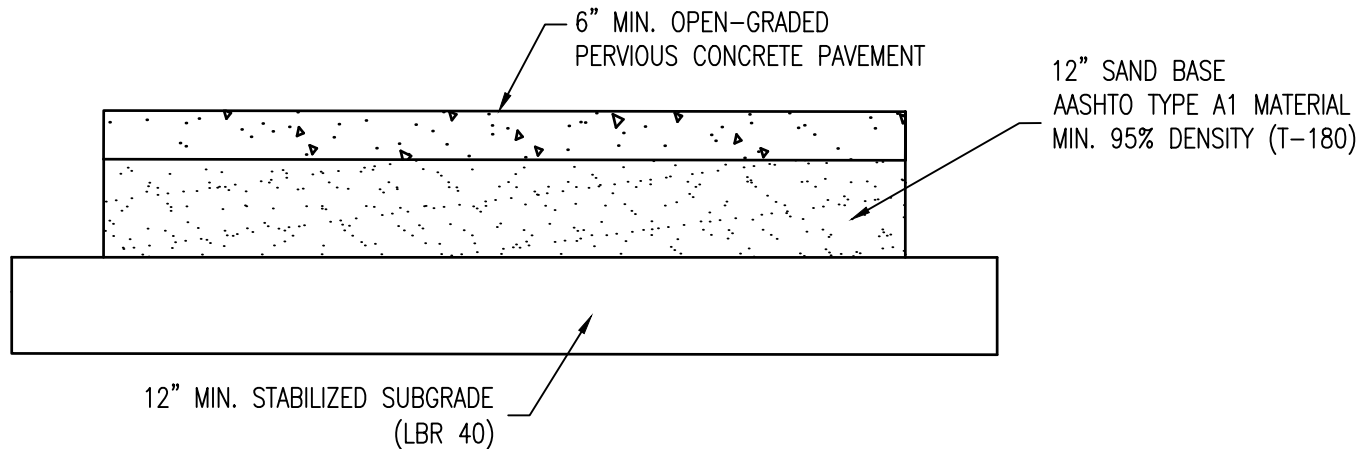
DETAIL

R-10

DATE: 12/03/19



PERVIOUS ASPHALTIC PAVEMENT SECTION



PERVIOUS CONCRETE PAVEMENT SECTION

NOTES:

1. THE PERVIOUS PAVEMENT CONTRACTOR SHALL BE APPROVED BY THE COUNTY ENGINEER AND MUST BE CERTIFIED BY THE NATIONAL READY MIX CONCRETE ASSOCIATION (NRMCA).
2. THE CONTRACTOR SHALL SUBMIT A PERVIOUS PAVEMENT MIX DESIGN TO THE COUNTY ENGINEER FOR APPROVAL.
3. PERVIOUS CONCRETE MIX SHALL HAVE 20% to 25% VOIDS, AN AGGREGATE TO CEMENT (A/C) RATIO BETWEEN 4.0 AND 4.5, AND A WATER TO CEMENT (W/C) RATIO BETWEEN 0.27 AND 0.36.
4. ALL MATERIAL USED WITHIN THE ROADWAY MUST MEET FDOT SPECIFICATIONS AND BE SUPPLIED FROM A FDOT CERTIFIED MINING OPERATION AND ASPHALT PLANT.
5. 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 ½") 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.
6. CRUSHED CONCRETE MAY NOT BE USED WITHIN COUNTY-MAINTAINED ROADWAY.



MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

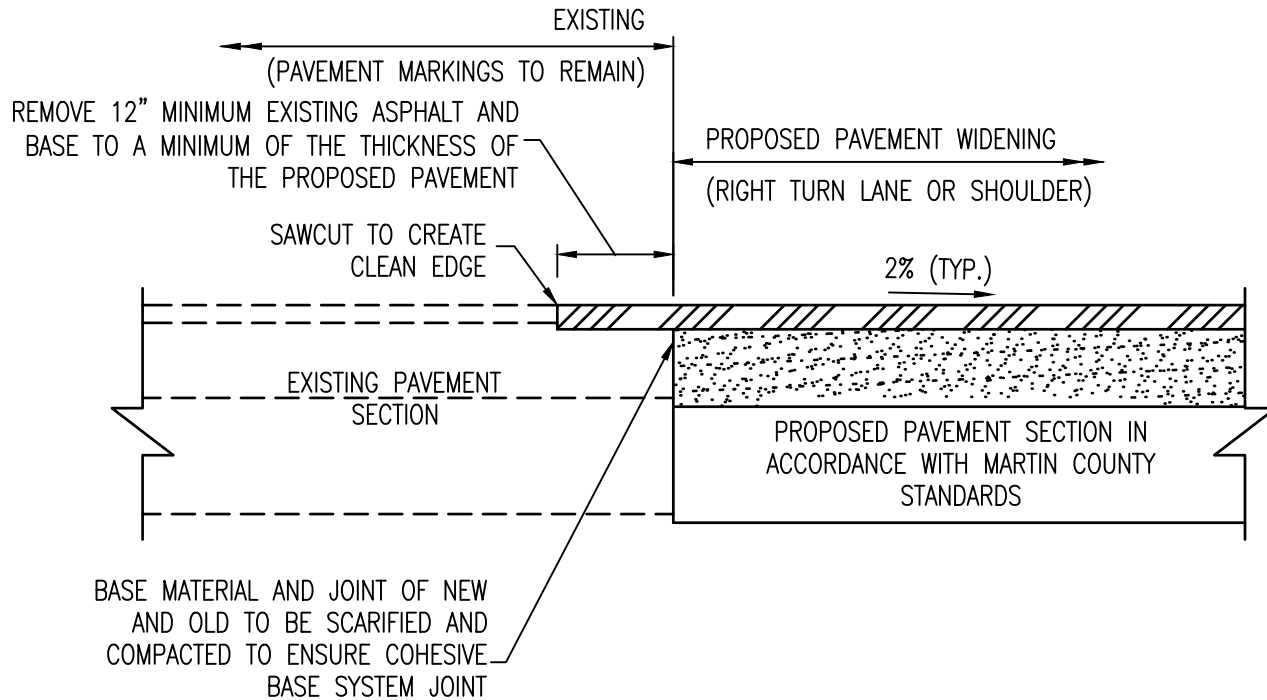
PERVIOUS PAVEMENT

DETAIL

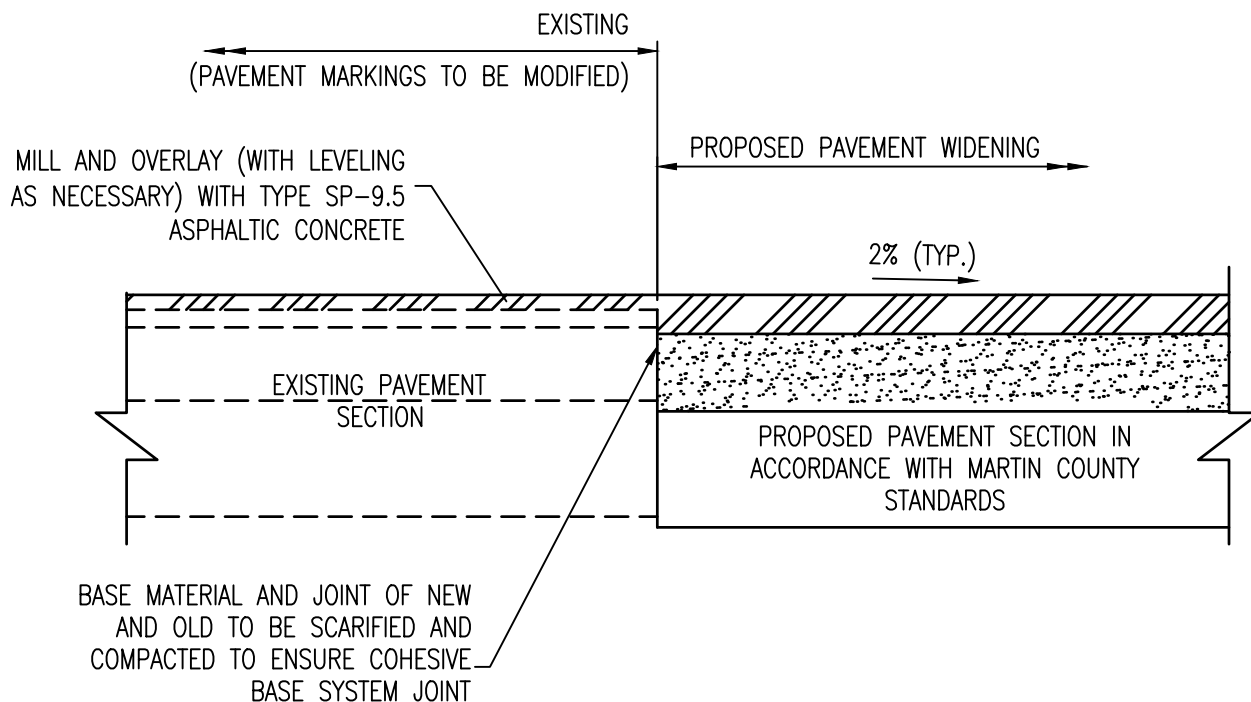
R-20

DATE: 12/03/19

ADDITION OF A RIGHT TURN LANE OR SHOULDER:



OTHER PAVEMENT ADDITIONS:



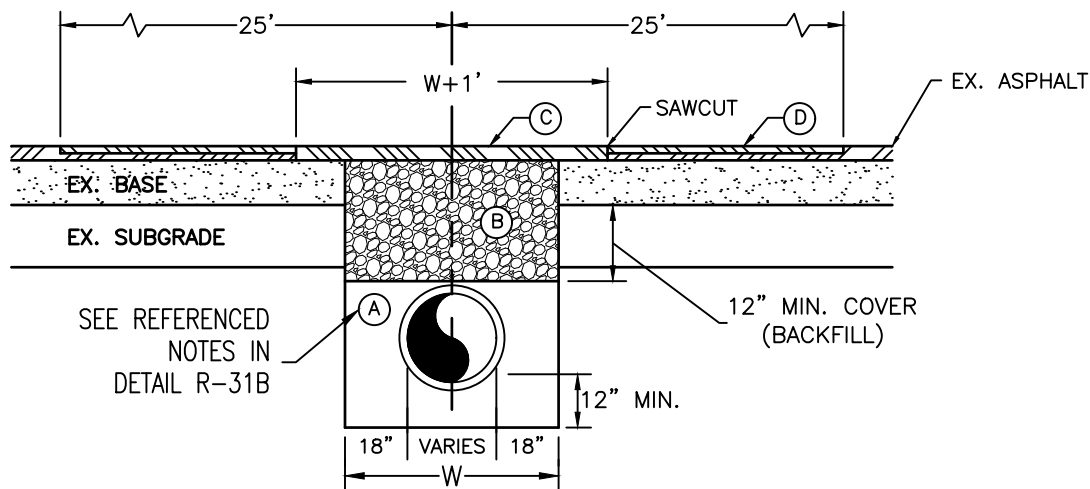
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

PAVEMENT WIDENING

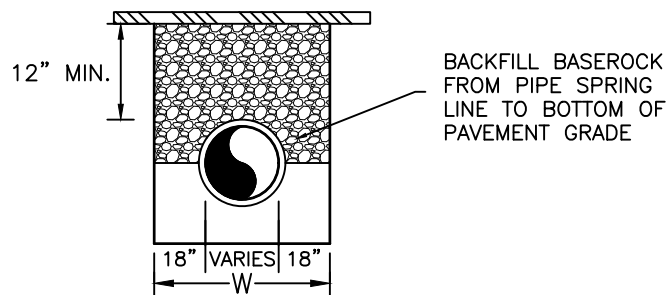
DETAIL

R-30

DATE: 12/03/19

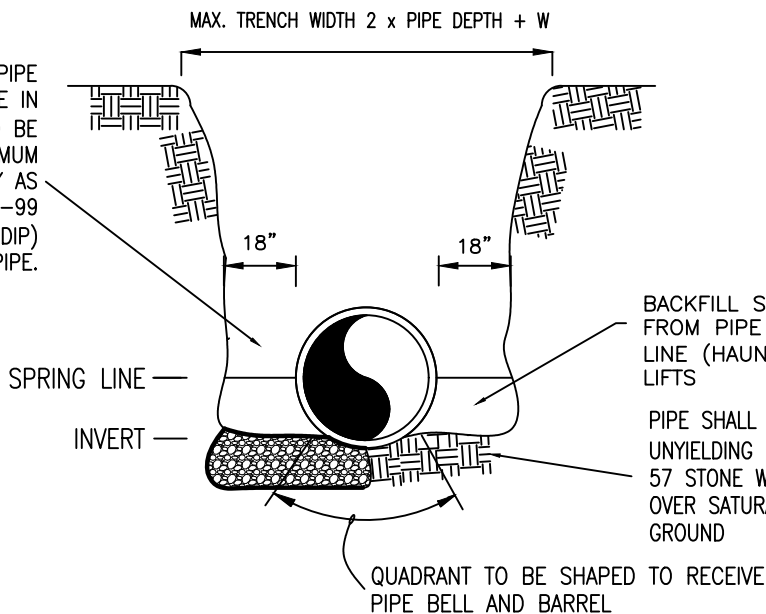


TRENCH DETAIL WITH PAVEMENT OVERLAY
N.T.S.



PIPE WITHIN BASEROCK
N.T.S.

BACKFILL SELECT MATERIAL FROM PIPE
SPRING LINE TO SURFACE GRADE IN
12" MAXIMUM LIFTS. EACH LIFT TO BE
MECHANICALLY TAMPED TO A MINIMUM
100% OF MAX. DENSITY AS
DETERMINED BY AASHTO METHOD T-99
FOR NON-FLEXIBLE PIPE (RCP, DIP)
AND 98% FOR FLEXIBLE PIPE.



TRENCH DETAIL
N.T.S.

NOTES:

SEE SPECIFICATIONS & NOTES ON DETAIL R-31B



MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

TYPICAL OPEN CUT TRENCH

DETAIL

R-31A

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 ($6 \frac{1}{2}$) 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.



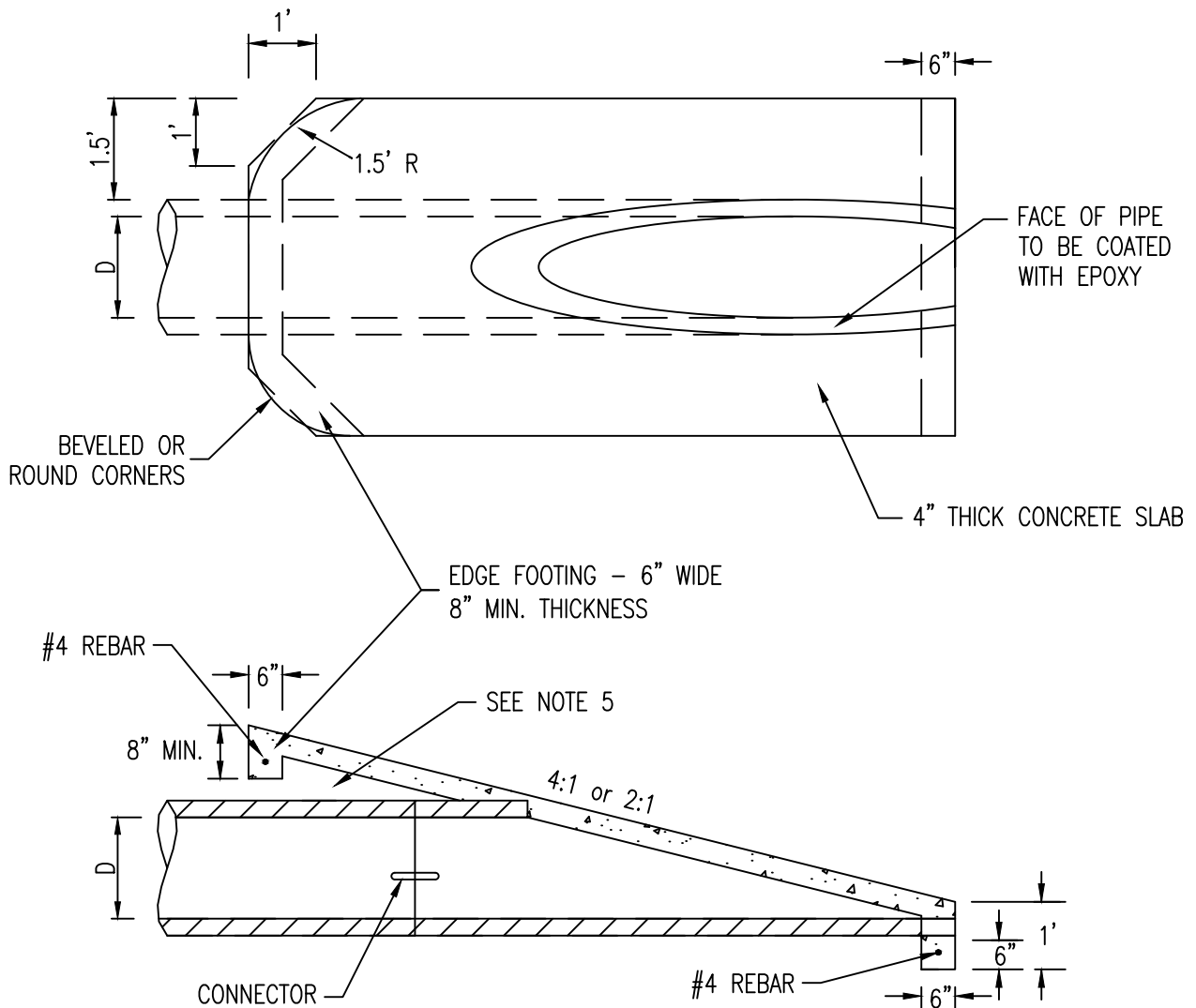
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

TYPICAL OPEN CUT TRENCH

DETAIL

R-31B

DATE: 12/03/19



NOTES:

1. SLAB CONCRETE SHALL BE STRUCTURAL 3000 PSI
2. SLAB SHALL CONSIST OF WWF 6x6-W1.4 THERMAL REINFORCEMENT TIED INTO BOTTOM FOOTER OR FIBERMESH
3. TOP AND BOTTOM EDGES SHALL HAVE 6" WIDE THICKENED FOOTER PER SPECIFIED DIMENSIONS WITH #4 REBAR
4. THE MITRED/CUT FACE OF THE PIPE SHALL BE COATED WITH A HIGH-BUILD, PROTECTIVE, SOLVENT-FREE, COLORED EPOXY COATING (SIKA SIKAGARD 62 EPOXY COATING OR EQUIVALENT APPROVED BY THE COUNTY ENGINEER).
5. TOP EDGE FOOTING SHALL BE A MINIMUM OF 8" THICK WITH #4 REBAR IN BOTTOM 4" OF FOOTING. THE CAVITY BETWEEN PIPE AND SLAB/FOOTING SHALL BE FILLED WITH CLEAN BACKFILL, COMPACTED TO A MINIMUM 100% DENSITY AS DETERMINED BY AASHTO T-180, METHOD "C". WHEN BOTTOM OF 8" EDGE FOOTING IS ON PIPE, FILL CAVITY BETWEEN PIPE AND SLAB/FOOTING WITH CONCRETE.



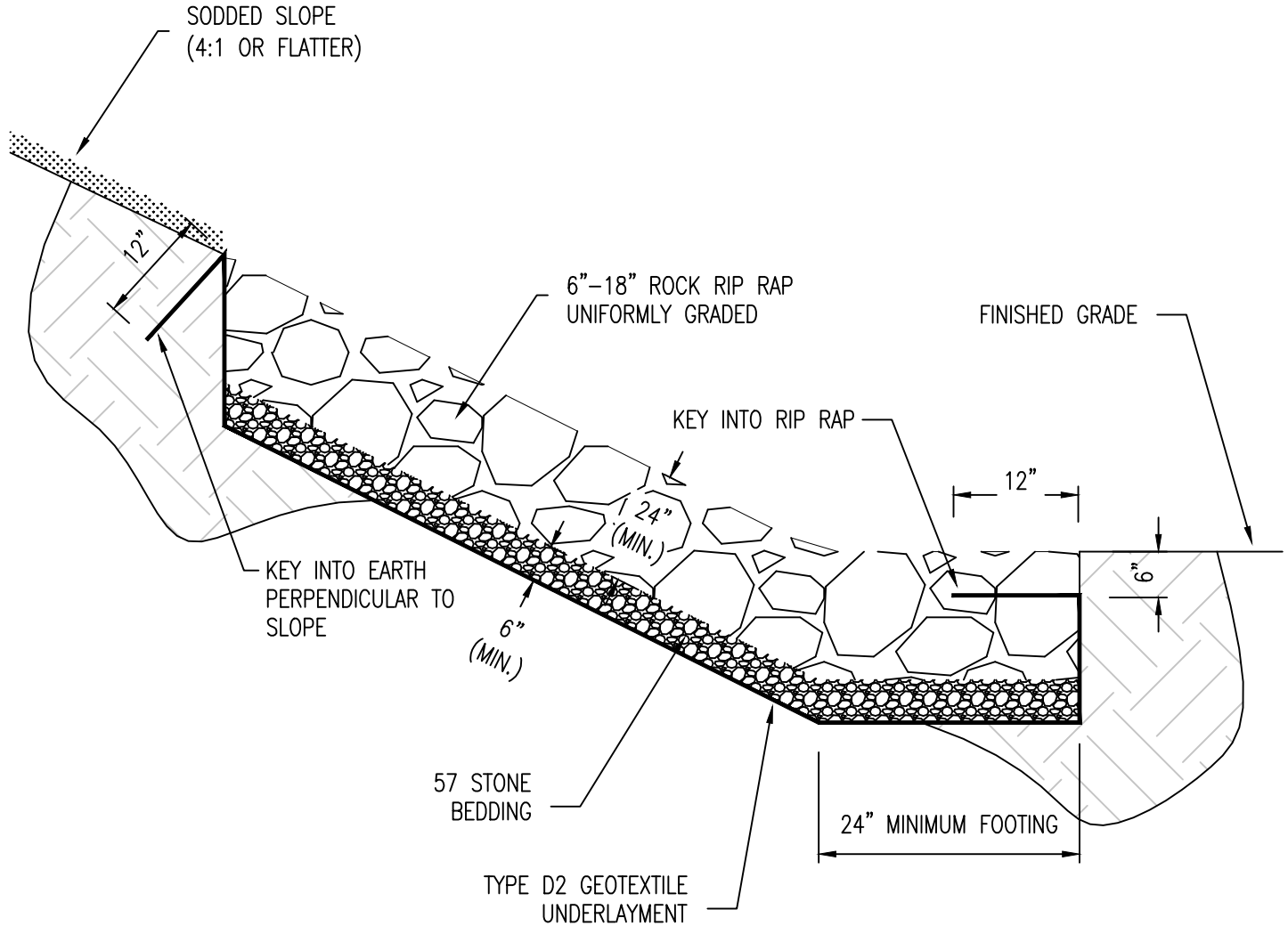
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

MITERED END SECTION

DETAIL

R-35

DATE: 12/03/19



NOTES:

1. RIP RAP SHALL HAVE 6" MINIMUM FDOT #57 STONE BEDDING OVER TYPE D2 GEOTEXTILE UNDERLAYMENT. AT THE DISCRETION OF THE COUNTY ENGINEER, STONE BEDDING MAY BE OMITTED FOR HAND-PLACED RIP RAP INSTALLATION IF THE WORK IS SUPERVISED BY COUNTY REPRESENTATIVES.
2. RIP RAP SHALL BE COQUINA ROCK (MINIMUM SPECIFIC GRAVITY ≥ 2.3) UNIFORMLY GRADED AND TIGHTLY INTERLOCKED.
3. TYPE D2 GEOTEXTILE SHALL BE KEYED INTO THE NATURAL EARTH AT THE TOP OF BANK AND KEYED INTO THE RIP RAP AT THE TOE OF SLOPE, A MINIMUM OF 12".
4. RIP RAP SHALL BE WASHED FREE OF FINE SEDIMENTATION PRIOR TO PLACEMENT.



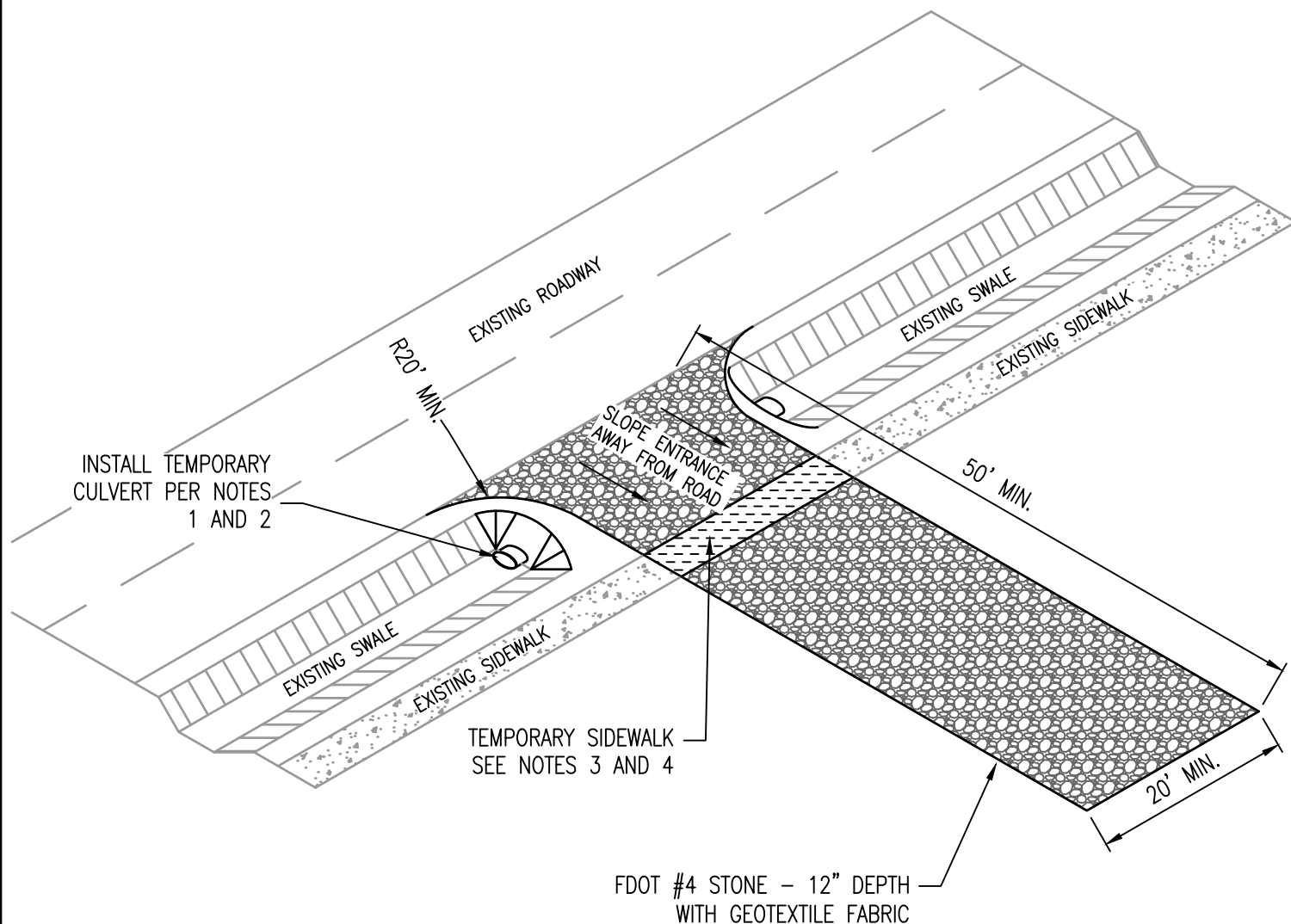
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

RIP RAP INSTALLATION

DETAIL

R-38

DATE: 12/03/19



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.



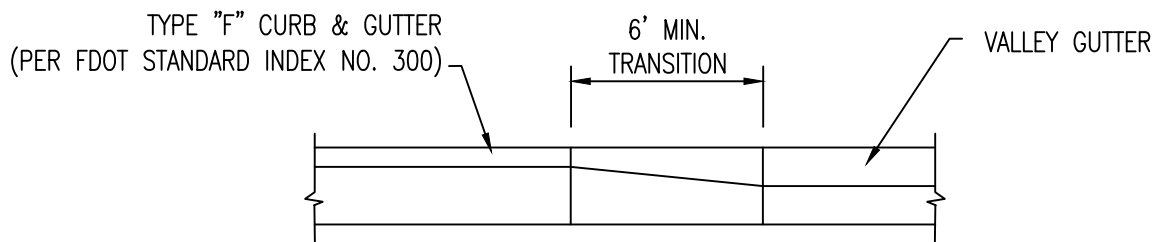
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

STABILIZED CONSTRUCTION ENTRANCE

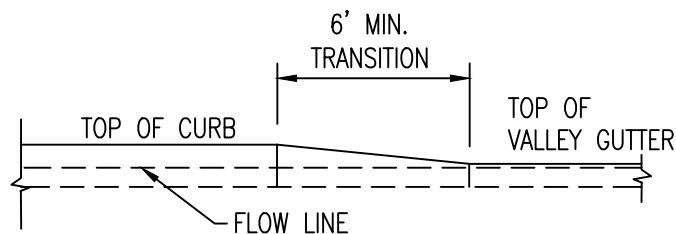
DETAIL

R-39

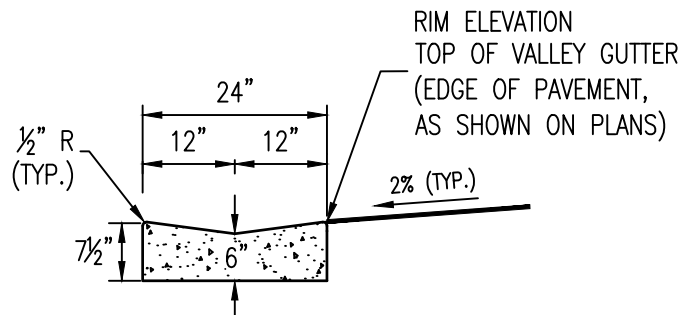
DATE: 12/03/19



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).



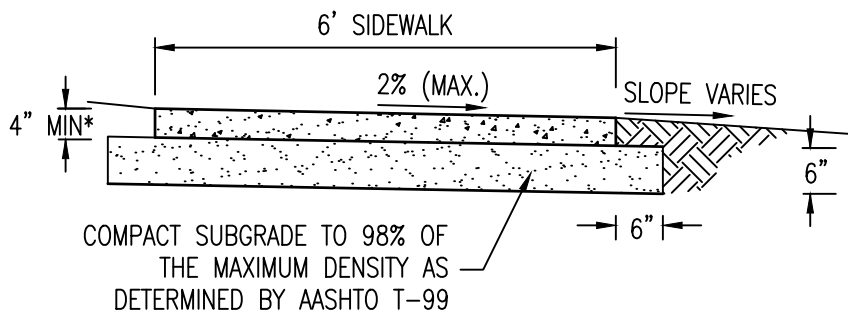
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

CURB & GUTTER

DETAIL

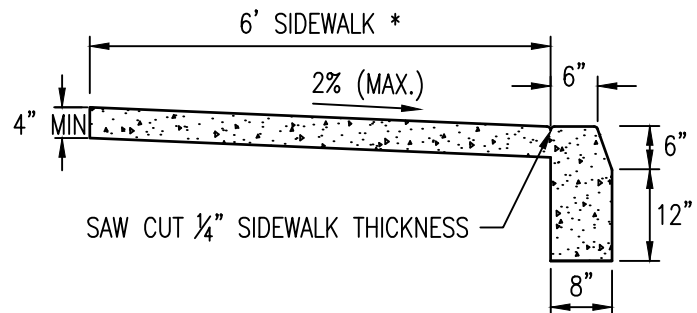
R-40

DATE: 12/03/19



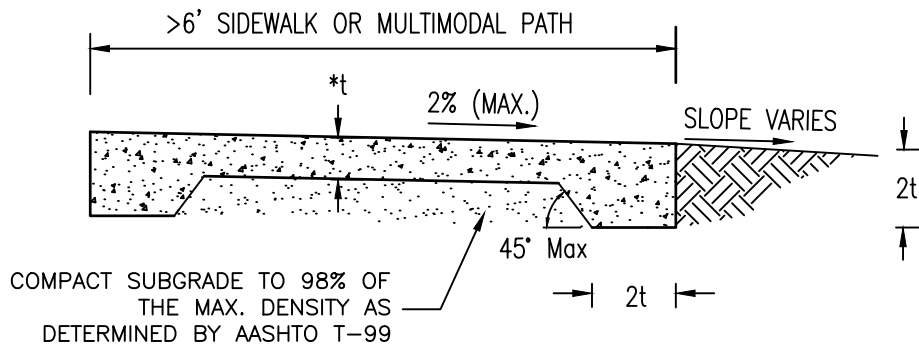
*SIDEWALKS THROUGH DRIVEWAYS SHALL BE 6" THICK

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.



*t 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).



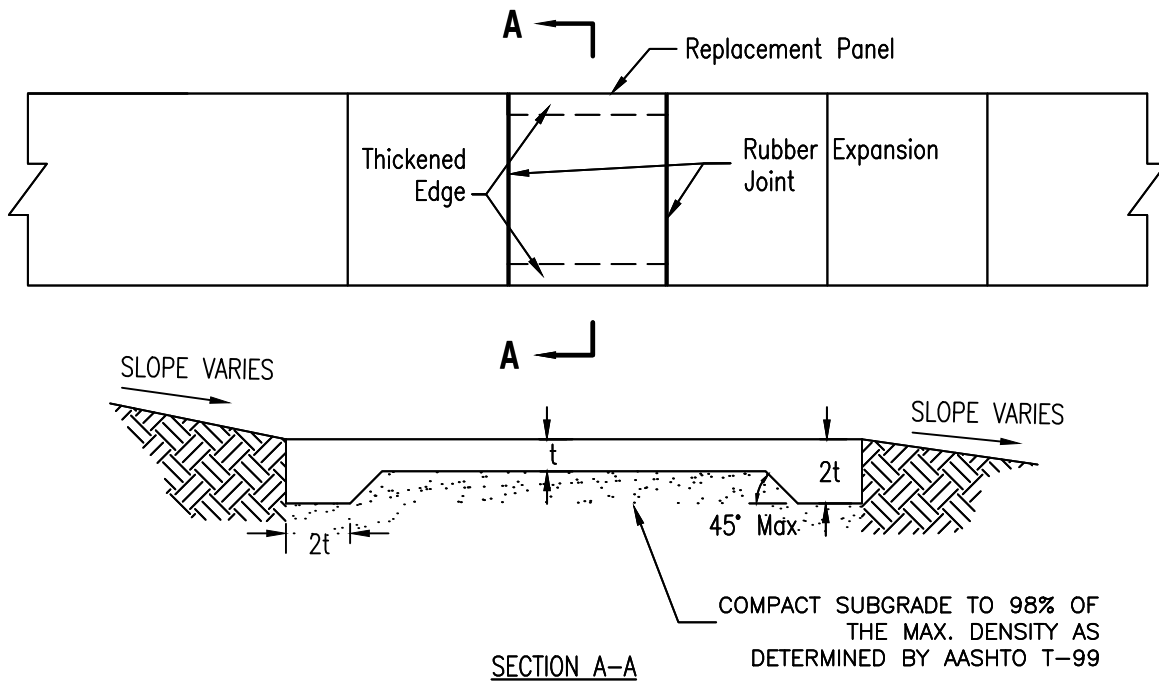
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

SIDEWALK

DETAIL

R-41

DATE: 12/03/19



PROCEDURES FOR SIDEWALK PLACEMENT & REPAIR:

1. REMOVE EXISTING SIDEWALK TO THE FULL WIDTH FROM CONTROL JOINT TO CONTROL JOINT (I.E. ONE "SECTION")
2. COMPLETELY REMOVE ANY STRUCTURE, POLE OR DEVICE LOCATED WITHIN SECTION TO BE REPLACED.
3. BACKFILL ANY VOID CREATED OR CAUSED BY REMOVAL OF SUCH STRUCTURE, POLE OR DEVICE AND COMPACT TO 98% OF AASHTO T-99.
4. COMPACT SOIL UNDER PROPOSED SIDEWALK AND 12" BEYOND EACH SIDE OF SIDEWALK (WHEN RIGHT-OF-WAY ALLOWS) TO 98% OF AASHTO T-99
5. CONCRETE PREP AERATION AND PLACEMENT:
 - a) INSTALL EXPANSION JOINT AT ALL COLD JOINTS FLUSH WITH THE SURFACE OF THE SIDEWALK
 - 1) EXPANSION JOINT MATERIAL SHALL MEET THE AASHTO M153 STANDARD FOR TYPE IV: POLYURETHANE-BONDED RECYCLED RUBBER. FIBER EXPANSION JOINT MATERIAL SHALL NOT BE UTILIZED.
 - b) INSTALL 4" MINIMUM THICKNESS SIDEWALK OR MATCH EXISTING THICKNESS IF GREATER THAN 4".
 - 1) MIN. 3,000 PSI
 - 2) CONCRETE LOAD TICKETS SHOULD BE KEPT FOR FINAL INSPECTION AND SIGN-OFF
 - c) SCREED THE CONCRETE PERPENDICULAR TO THE FORMS TO OBTAIN THE REQUIRED GRADE AND REMOVE SURPLUS WATER AND LAITANCE.
 - d) FINISH WITH A BROOM AND ENSURE THAT THE SURFACE VARIATIONS ARE NOT MORE THAN $\frac{1}{4}$ " UNDER A 10-FOOT STRAIGHTEDGE, OR MORE THAN $\frac{1}{8}$ " ON A 5 FOOT TRANSVERSE SECTION. FINISH THE EDGE OF THE SIDEWALK WITH AN EDGING TOOL HAVING A RADIUS OF $\frac{1}{2}$ ".
6. REPAIR ALL RUTS AND/OR SOD THAT HAS BEEN DAMAGED. REGRADE WORK AREA AND PLACE NEW SOD IN ALL DISTURBED AREAS.
7. PEDESTRIAN SAFETY: ENSURE A PEDESTRIAN PATH IS SAFELY MAINTAINED IN ACCORDANCE WITH FDOT STANDARD PLAN INDEX 102-660.

NOTE: ANY ADDITIONAL SECTION OF SIDEWALK THAT ABUTS THE WORK AREA AND IS DEEMED UNSAFE BY THE COUNTY ENGINEER, SHALL BE REPLACED.



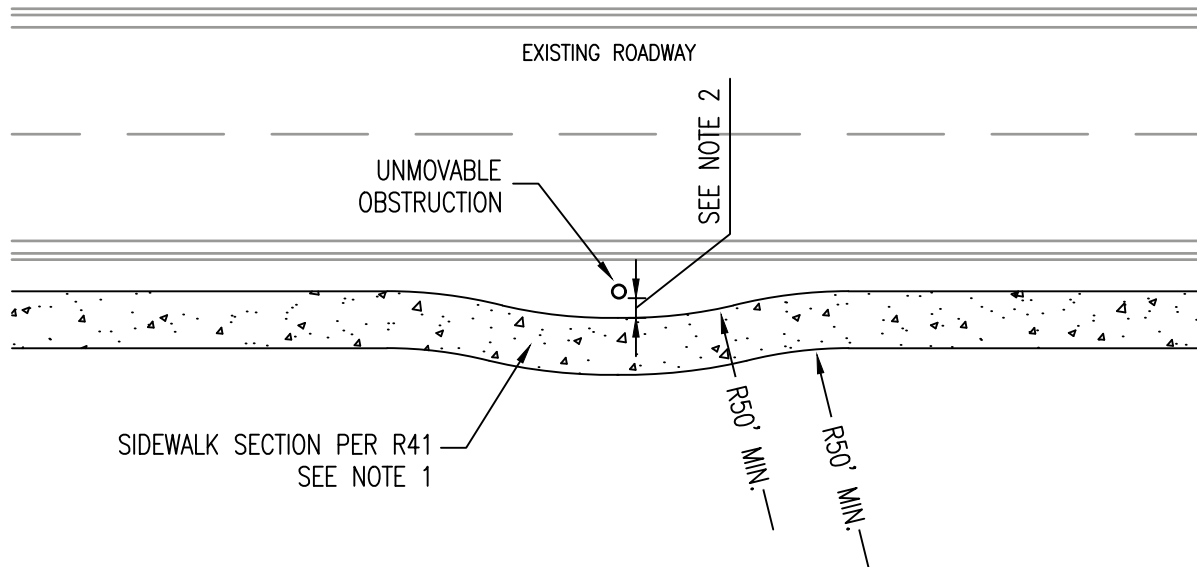
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

SIDEWALK REPLACEMENT / REPAIR

DETAIL

R-42

DATE: 12/03/19



NOTES:

1. ALL SIDEWALK TRANSITIONS TO BE CURVILINEAR WITH A MINIMUM EDGE OF SIDEWALK RADIUS OF 50 FEET.
2. NO MINIMUM OFFSET REQUIRED FOR POWER POLE. MINIMUM OFFSET FOR FIRE HYDRANT OR OTHER OBSTRUCTION IS 1-FOOT.



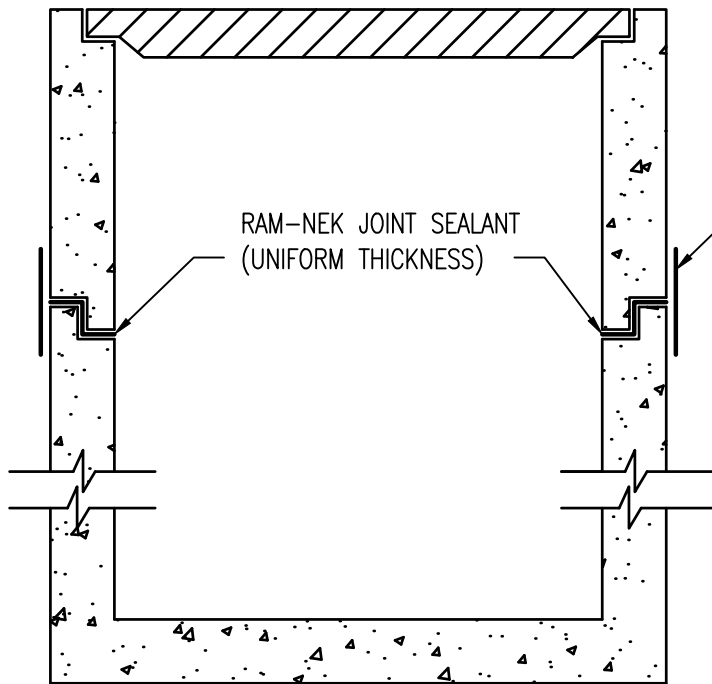
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

MEANDERING SIDEWALK

DETAIL

R-43

DATE: 12/03/19



DRAINAGE INLET STRUCTURE
N.T.S.

WRAPIDSEAL EXTERIOR JOINT SEALANT
AROUND ENTIRE STRUCTURE (SEE NOTE #4)

| 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 "9" 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 MONOLITHIC. 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 WRAPIDSEAL 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.



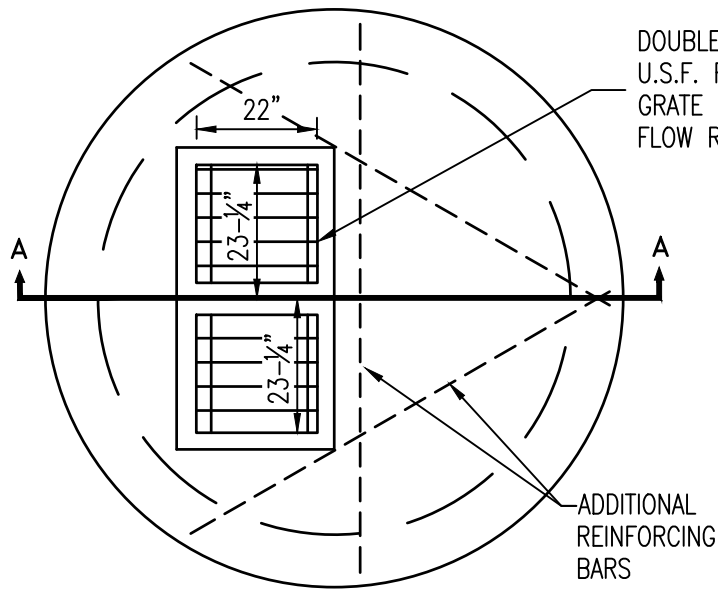
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

LOCAL ROAD INLET

DETAIL

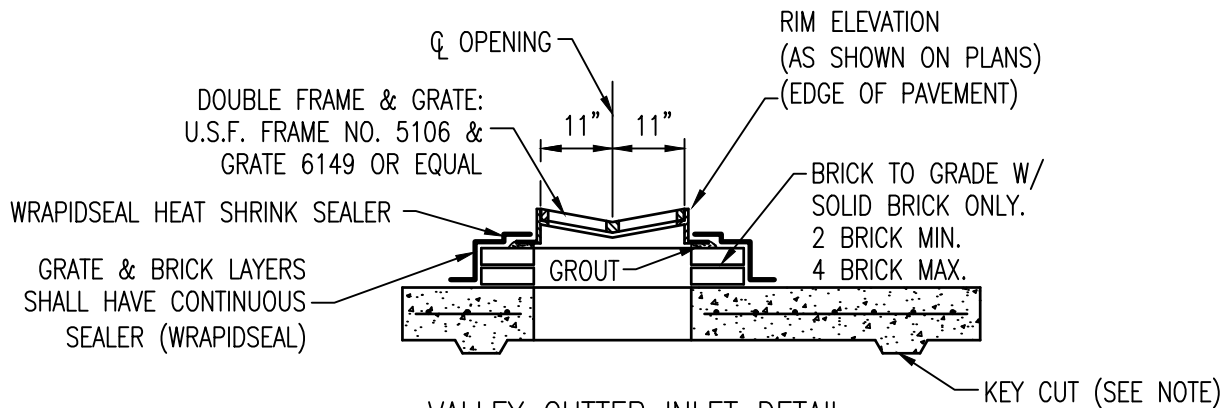
R-50

DATE: 12/03/19



VALLEY GUTTER INLET DETAIL – PLAN VIEW

N.T.S.



VALLEY GUTTER INLET DETAIL
SECTION A-A N.T.S.

VALLEY GUTTER INLETS:

1. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS.
2. KEY CUT IS REQUIRED WITH PRECAST TOPS ONLY. IF TOP SLAB IS CAST IN PLACE WITHOUT KEYWAY, 12" LONG NO. 4 REBAR DOWELS SHALL BE DRILLED AND EXPOXIED AT 12" O.C. TO SECURE TOP SLAB TO SIDE WALLS.
3. CENTERLINE OF OPENING SHALL BE OFFSET FROM CENTERLINE OF STRUCTURE.
4. GRATE & MANHOLE RINGS SHALL BE GROUTED IN PLACE.
5. GRATE & MANHOLE SEAT, GROUT, BRICKS, AND STRUCTURE SHALL BE CONTINUOUSLY ENCAPSULATED WITH WRAPIDSEAL JOINT SEALER



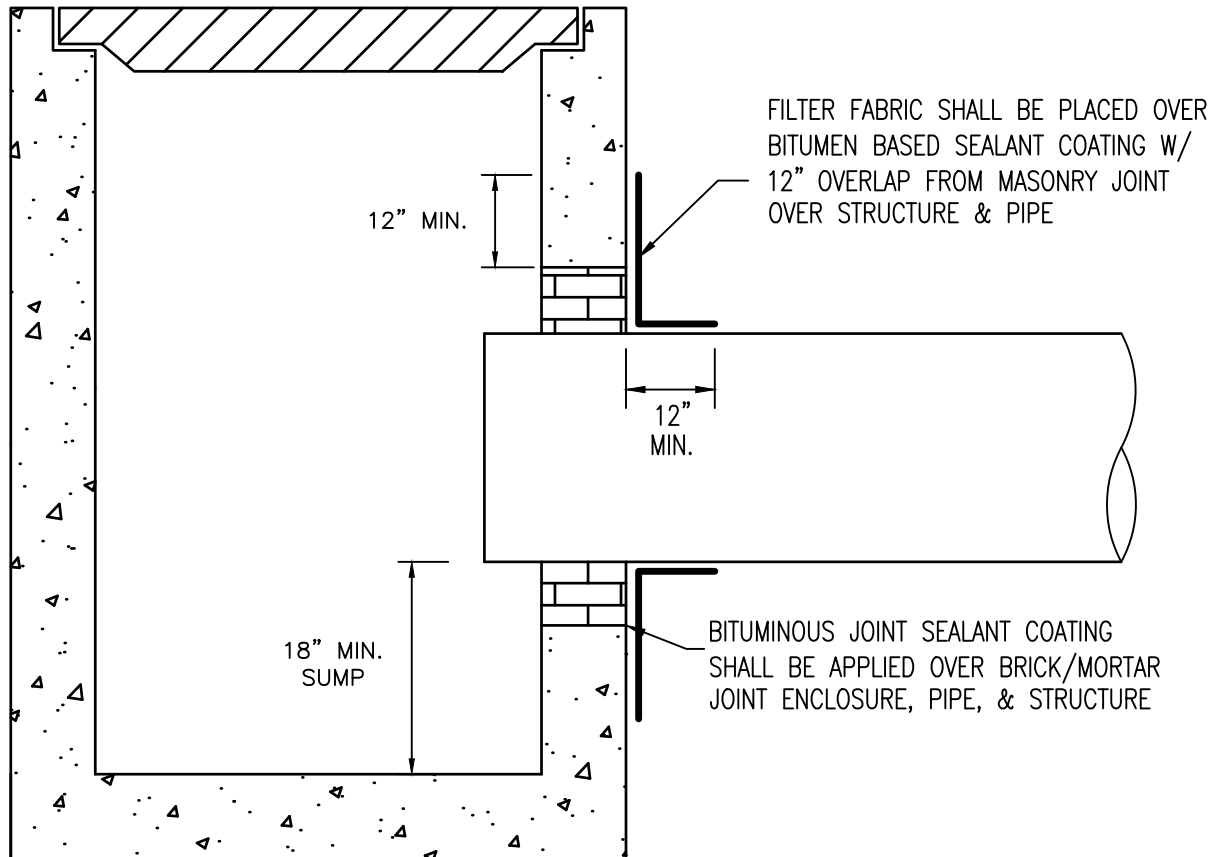
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

VALLEY GUTTER INLET

DETAIL

R-51

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.



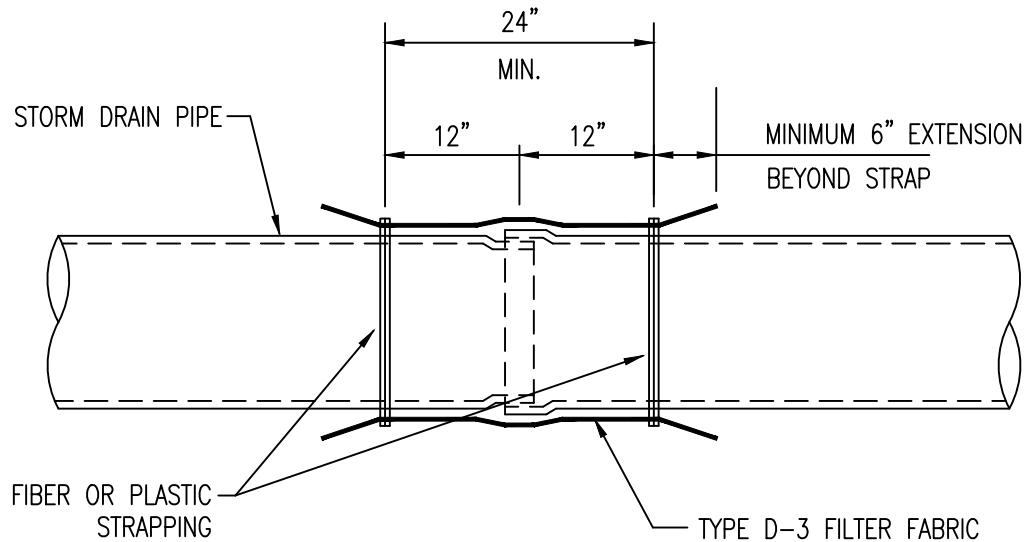
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

PIPE - STRUCTURE CONNECTION

DETAIL

R-60

DATE: 12/03/19



NOTES:

1. ALL PIPE LOCATED UNDER ROADWAYS AND/OR RESIDENTIAL PARKING AREAS SHALL BE REINFORCED CONCRETE PIPE (RCP).
2. MINIMUM PIPE DIAMETER SHALL BE 15" OR ELLIPTICAL EQUIVALENT.
3. FILTER FABRIC SHALL BE OVERLAPPED 2'-0" MINIMUM AT ALL JOINTS, INCLUDING ALL END TREATMENTS, REGARDLESS OF PIPE CULVERT MATERIAL.
4. A CONTINUOUS PIECE OF FILTER FABRIC, CONFORMING TO TYPE "D-3" OF FDOT STANDARD SPECIFICATIONS 985, SHALL BE USED AT ALL JOINTS, INCLUDING STRUCTURES AND END TREATMENTS.



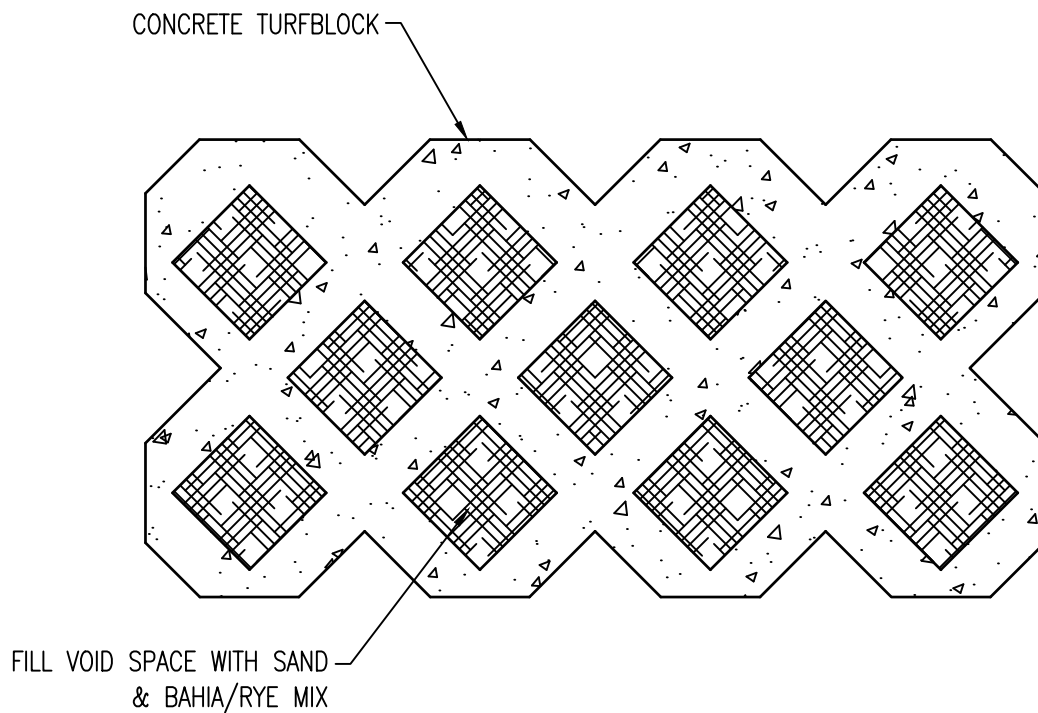
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

STORM DRAIN PIPE AND PIPE JOINT

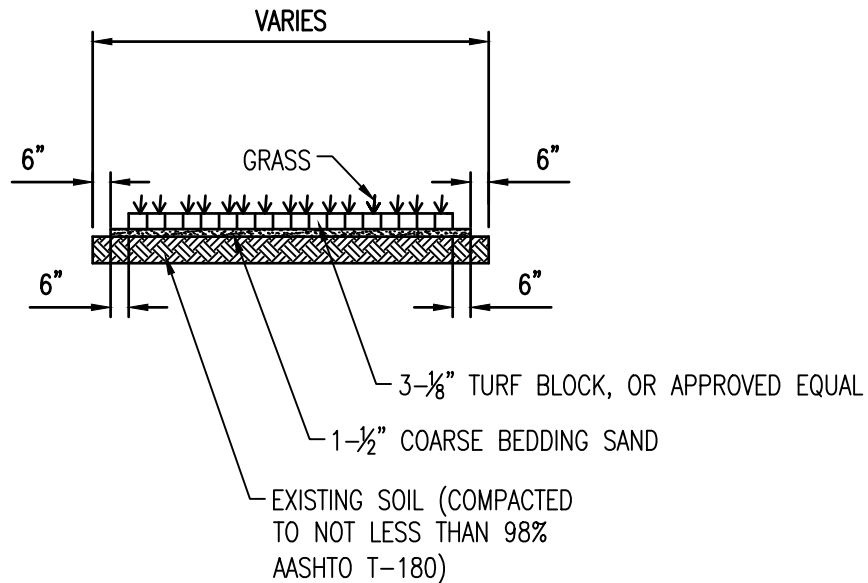
DETAIL

R-70

DATE: 12/03/19



PLAN VIEW
N.T.S.



SECTION VIEW
N.T.S.

NOTE: TURF BLOCK MAY BE USED
IN OVERFLOW PARKING OR FOR
EMERGENCY ACCESS AREAS



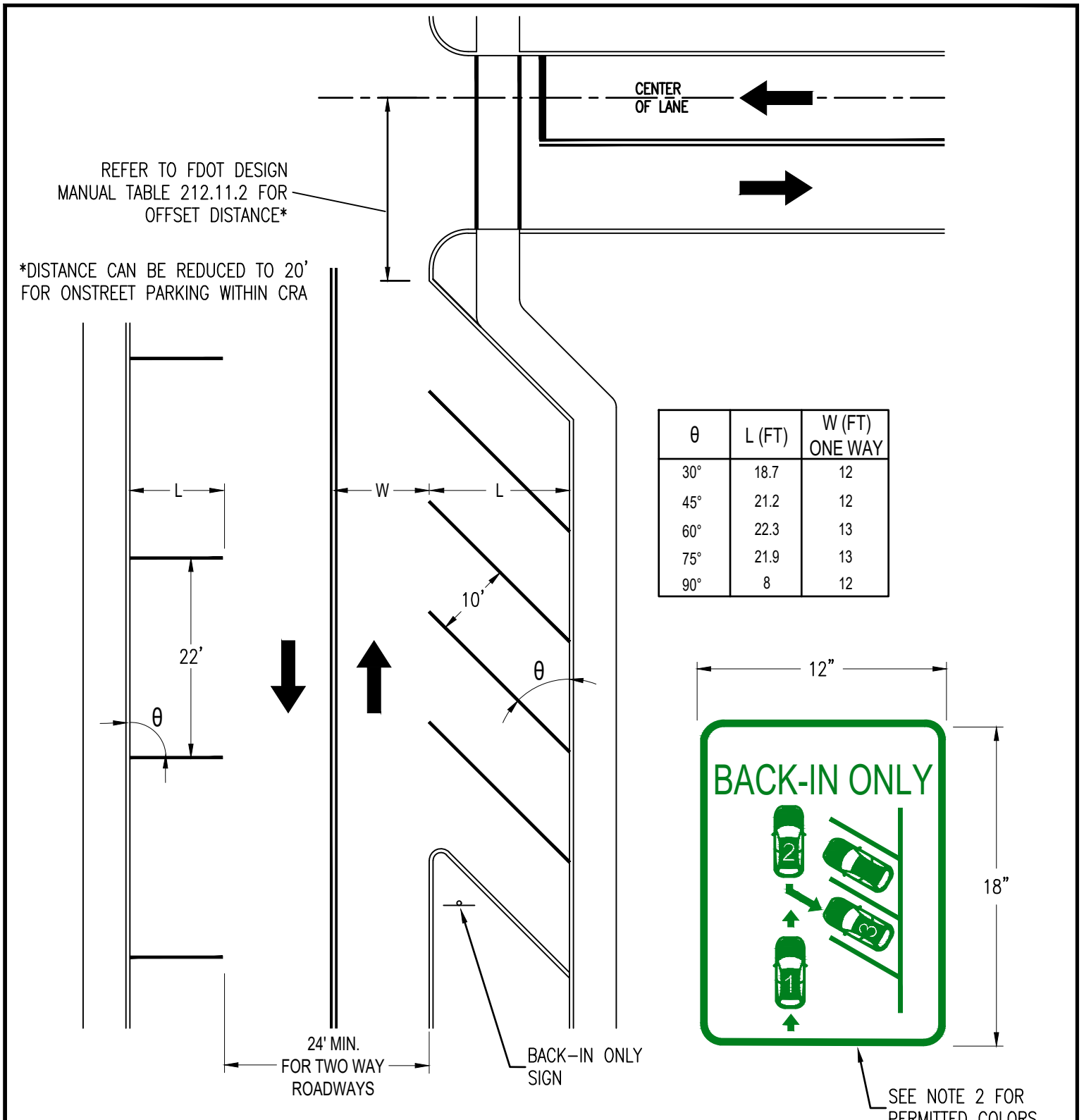
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

TURF BLOCK

DETAIL

R-80

DATE: 12/03/19



NOTE:

1. BACK-OUT PARKING UTILIZING THE PUBLIC RIGHT-OF-WAY AS AN ACCESS AISLE IS PROHIBITED EXCEPT WHEN APPLIED TO SINGLE-FAMILY AND DUPLEX LAND USES OR ON A STREET WHERE THE POSTED SPEED LIMIT IS 30 MPH OR LESS.
2. BACK-IN ONLY SIGN SHALL CONSIST OF A GREEN LEGEND AND BORDER ON A WHITE BACKGROUND.



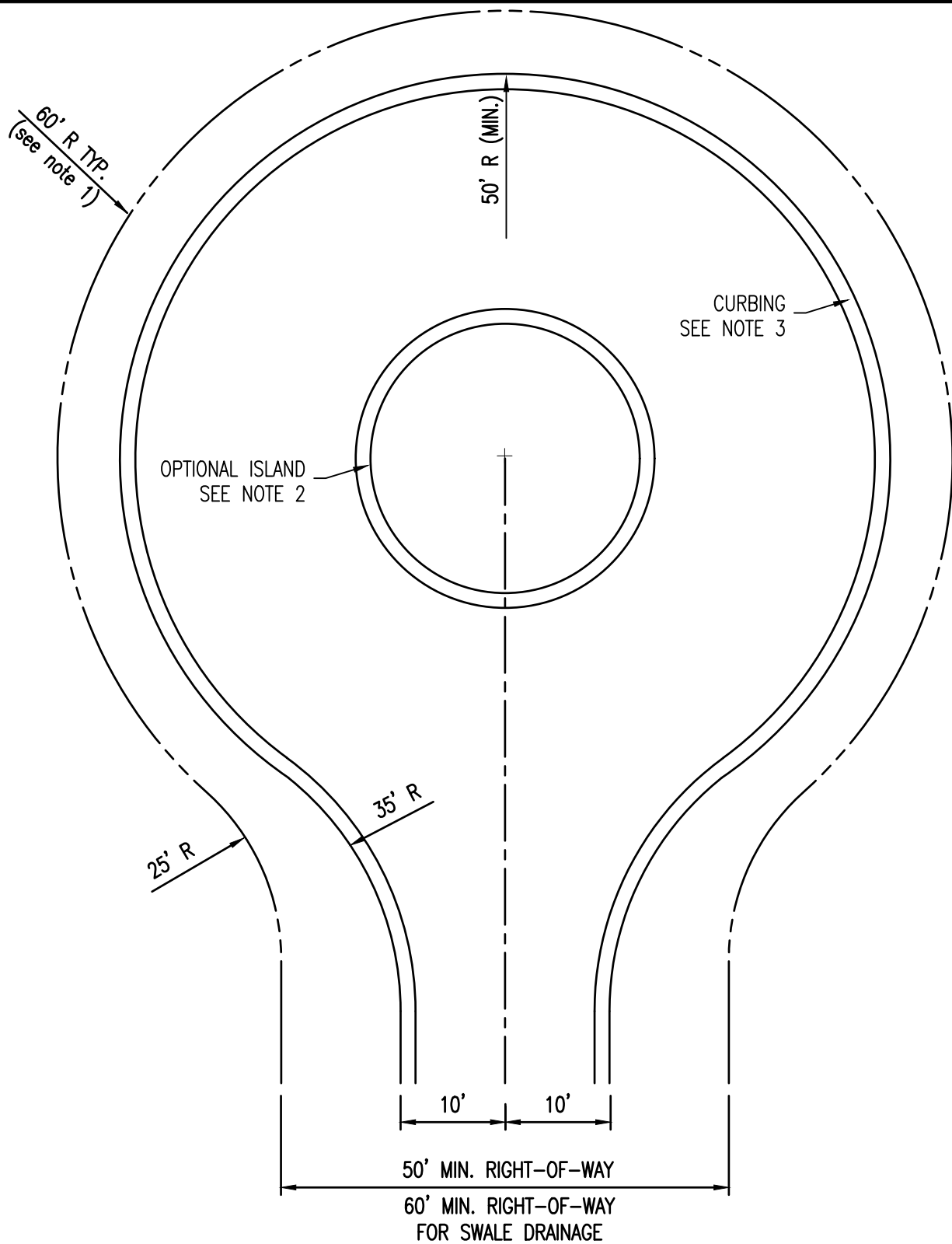
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

BACK-IN PARKING

DETAIL

R-81

DATE: 12/03/19



NOTE:

1. RIGHT-OF-WAY MINIMUM RADIUS FOR ROADS WITH SWALE DRAINAGE IS 70 FEET.
2. FOR CUL-DE-SACS WITH A CENTRAL ISLAND CONFIGURATION, A MINIMUM RADIUS OF 18 FEET TO THE FACE OF CURB IS REQUIRED.
3. IF ROADWAY UTILIZES CURB AND GUTTER DRAINAGE SYSTEM, CURB MINIMUM PROFILE SLOPE OF CURB SHALL BE 0.3%.



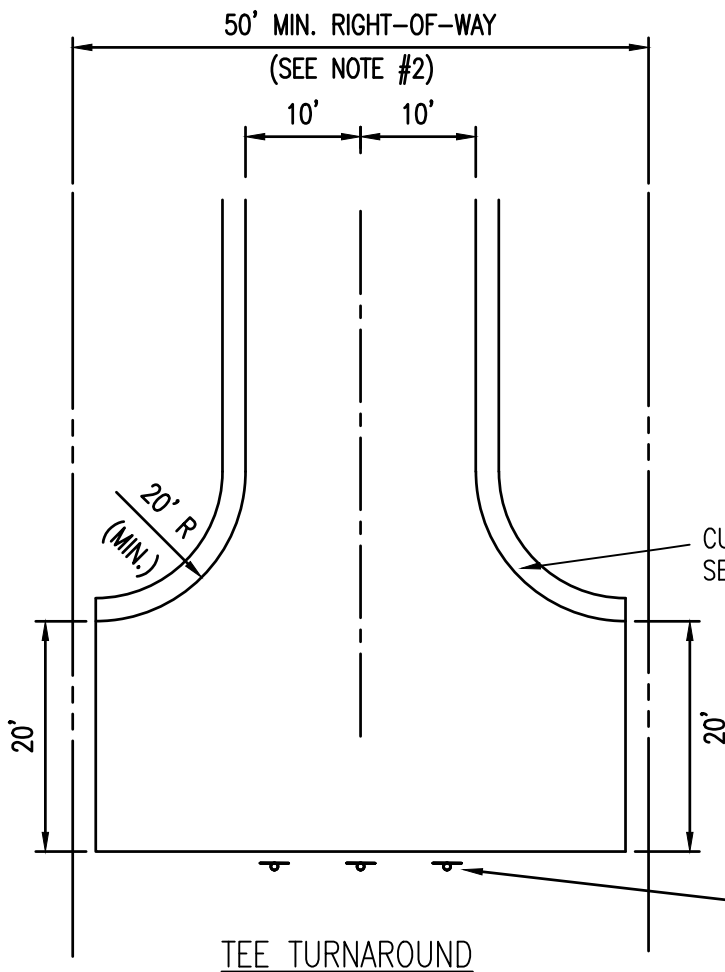
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

ROAD END TREATMENT (CUL-DE-SAC)

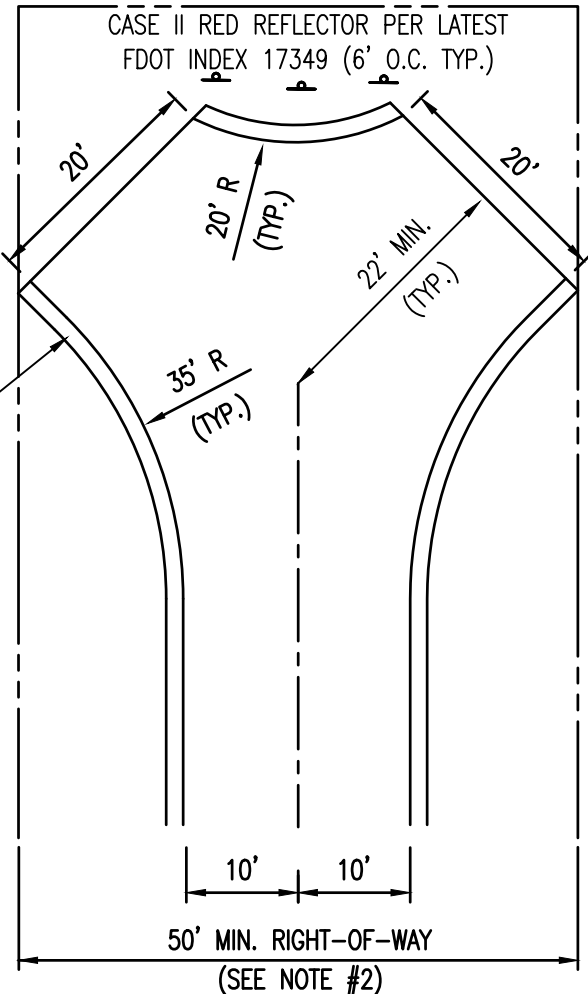
DETAIL

R-90A

DATE: 12/03/19



TEE TURNAROUND



WYE TURNAROUND

NOTE:

1. MARTIN COUNTY STANDARD PAVEMENT SECTION SHALL BE UTILIZED.
2. 60 FOOT MINIMUM RIGHT-OF-WAY REQUIRED FOR SWALE DRAINAGE.
3. THESE TYPES OF TURNAROUNDS SHALL ONLY BE USED FOR ROADWAYS LESS THAN 150' LONG AND ARE NOT INTENDED FOR FIRE ACCESS MANEUVERING.
4. IF ROADWAY UTILIZES CURB AND GUTTER DRAINAGE SYSTEM, CURB MINIMUM PROFILE SLOPE OF CURB SHALL BE 0.3%.



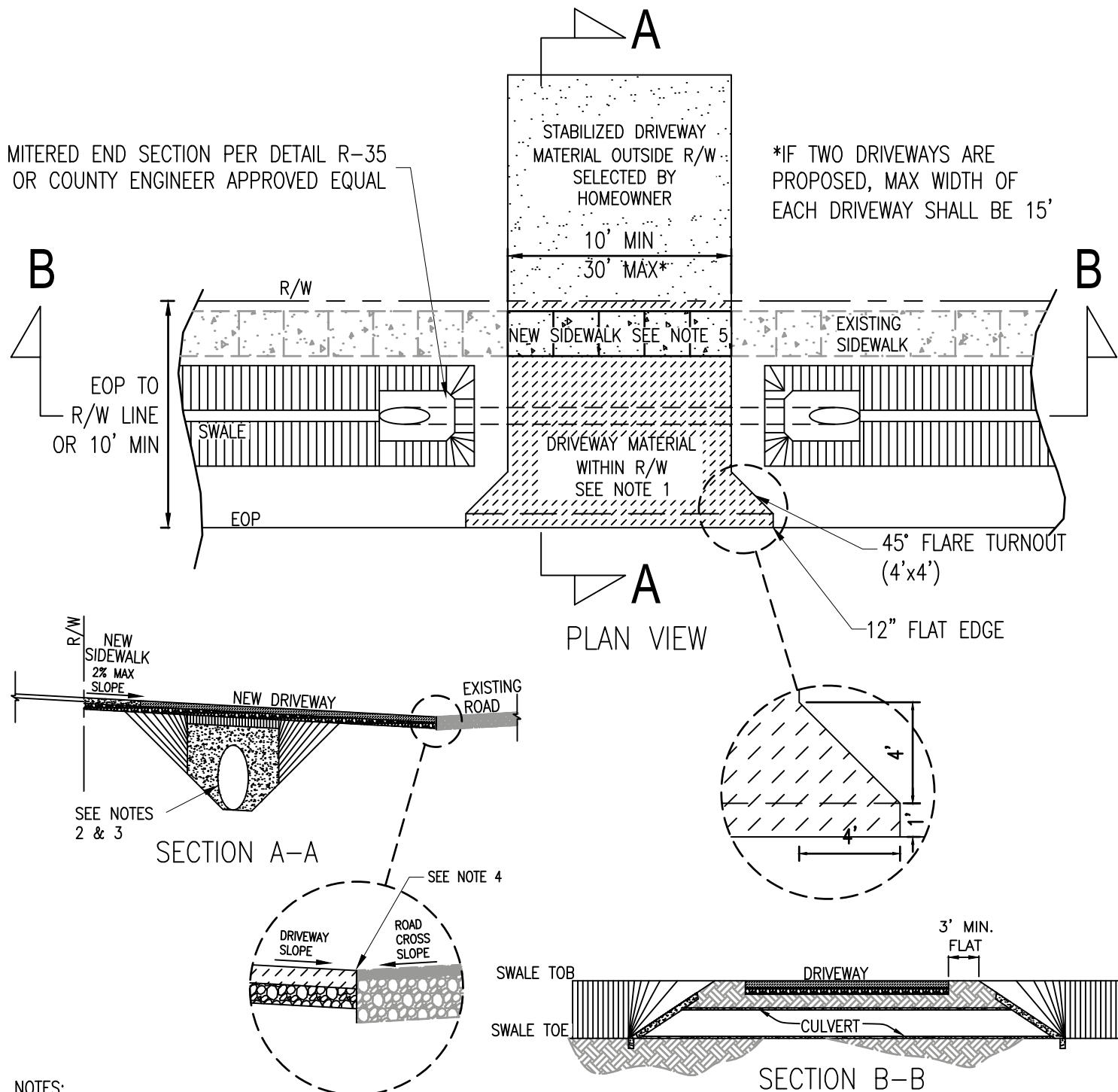
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

ROAD END TREATMENT (TURNAROUNDS)

DETAIL

R-90B

DATE: 12/03/19



NOTES:

1. THE PORTION OF DRIVEWAY WITHIN THE RIGHT-OF-WAY SHALL BE 6" THICK 3000 PSI CONCRETE, 1" THICK ASPHALT CONCRETE WITH A BASE COURSE, OR PAVER BRICKS WITH A BASE COURSE. BASE COURSE PER FDOT BASE GROUP 4 AS SHOWN IN FDOT FLEXIBLE PAVEMENT DESIGN MANUAL TABLE 5.6. OTHER HARDENED MATERIALS MUST BE APPROVED BY THE COUNTY ENGINEER.
2. CULVERT INVERTS SHALL MATCH THE DRAINAGE CONVEYANCE FLOW LINE OF UPSTREAM AND DOWNSTREAM CULVERT INVERTS.
3. CULVERT SIZE SHALL BE EQUIVALENT OR GREATER THAN UPSTREAM CULVERT OR MIN. OF 15" DIA. OR 12"x18" ELLIPTICAL.
4. THE GRADE DIFFERENCE BETWEEN DRIVEWAY SLOPE AND ROAD CROSS SLOPE SHALL COMPLY WITH THE GUIDELINES FOUND IN TABLE 4.19.10 OF SECTION 4.845 OF DIVISION 19 - ROADWAY DESIGN OF THE MARTIN COUNTY LAND DEVELOPMENT REGULATIONS.
5. SAWCUT AND REMOVE EXISTING 4" SIDEWALK WITHIN DRIVEWAY FOOTPRINT. INSTALL NEW 6" CONCRETE SIDEWALK PER DETAIL R-41.



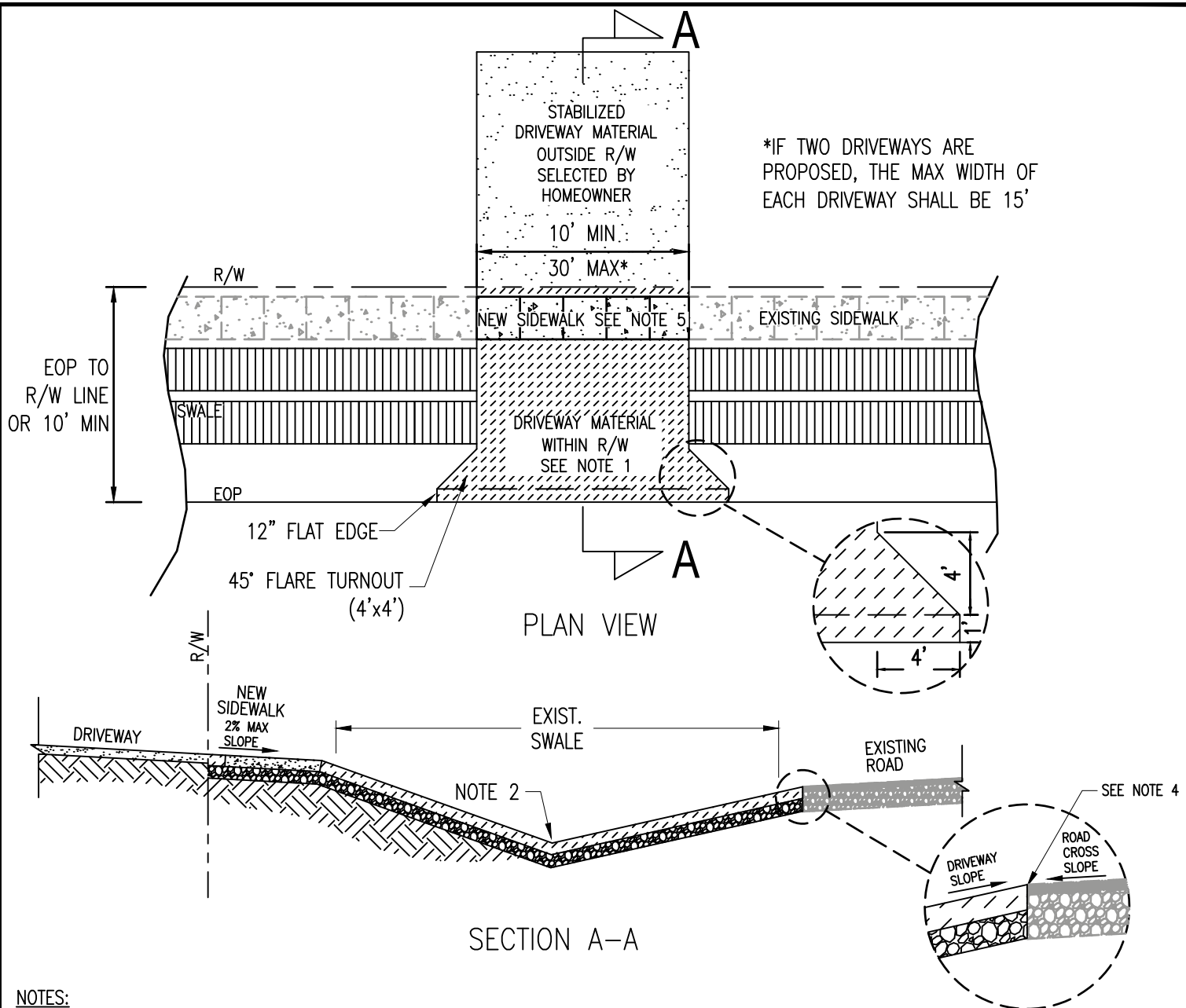
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

RESIDENTIAL DRIVEWAY - CULVERT

DETAIL

R-91A

DATE: 12/03/19



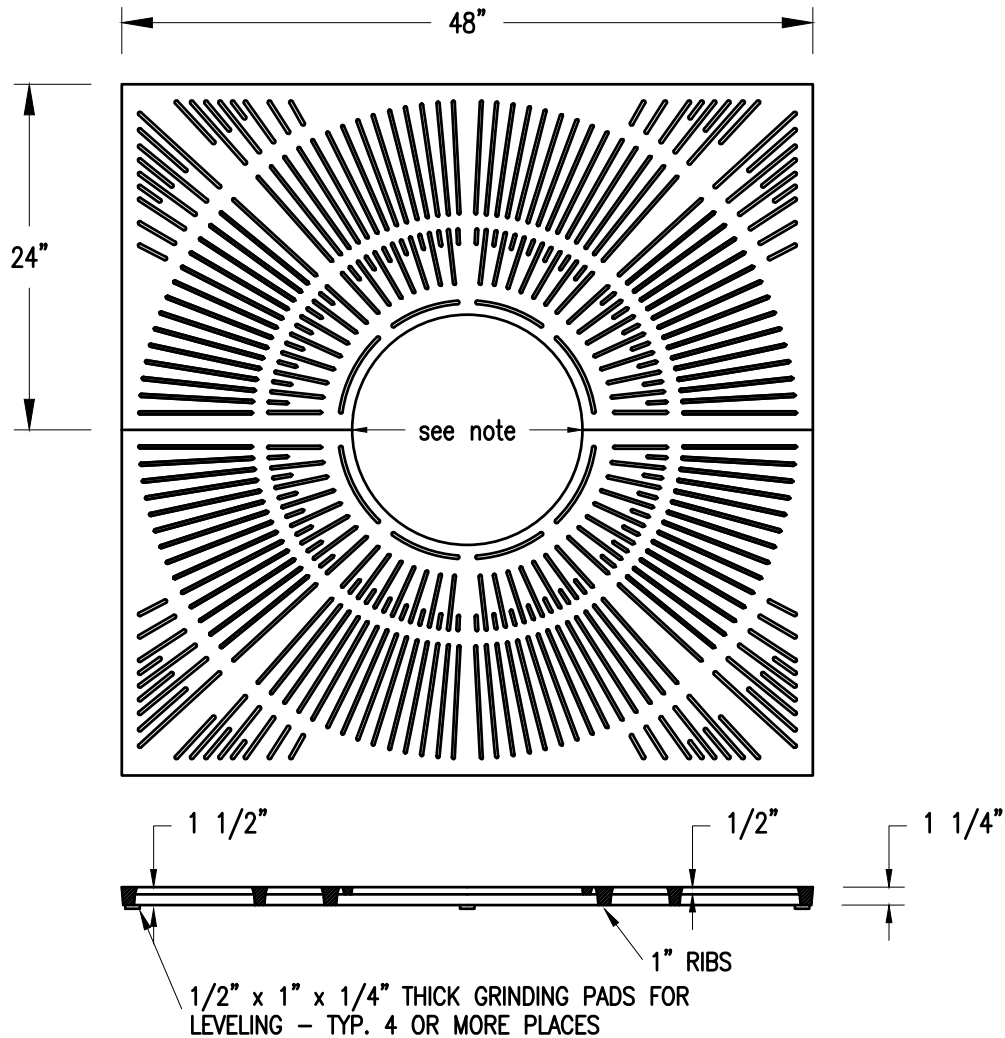
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

RESIDENTIAL DRIVEWAY - INVERTED

DETAIL

R-91B

DATE: 12/03/19



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NOTES:

1. TREE GRATE BY IRONSMITH, INC. OR APPROVED EQUIVALENT.
2. 48" X 48" TREE GRATE IN TWO SECTIONS.
3. $\frac{1}{4}$ " MAXIMUM SLOT OPENING FOR PEDESTRIAN SAFETY AND A.D.A. COMPLIANCE.
4. CAST FROM 100% RECYCLED IRON, ALUMINUM, OR BRONZE FOR PEDESTRIAN LOADS ONLY.
5. TREE OPENING 16", 18", OR 28" GRATES CAN BE ORDERED WITH OR LATER EXPANDED TO THESE OPENINGS.
6. FINISH: UNFINISHED OR BLACK DIP OR ENAMEL PAINT OR POLYURETHANE PAINT OR POWDER COAT.
7. FOR INSTALLATION USE FRAME MODEL M4800F. OUTER FRAME DIMENSION IS $\frac{3}{4}$ " \pm $\frac{1}{8}$ " GREATER THAN GRATE.



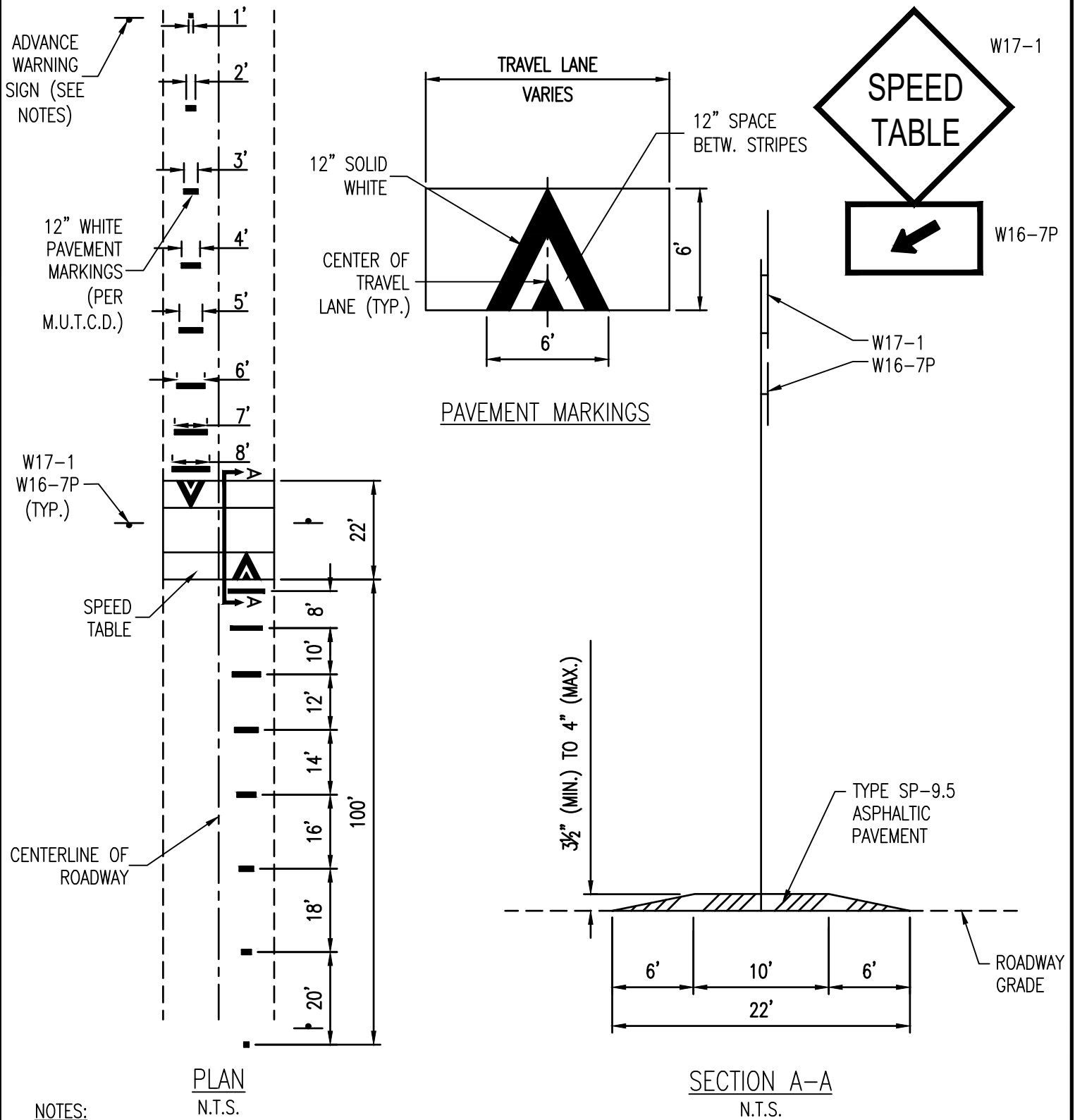
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

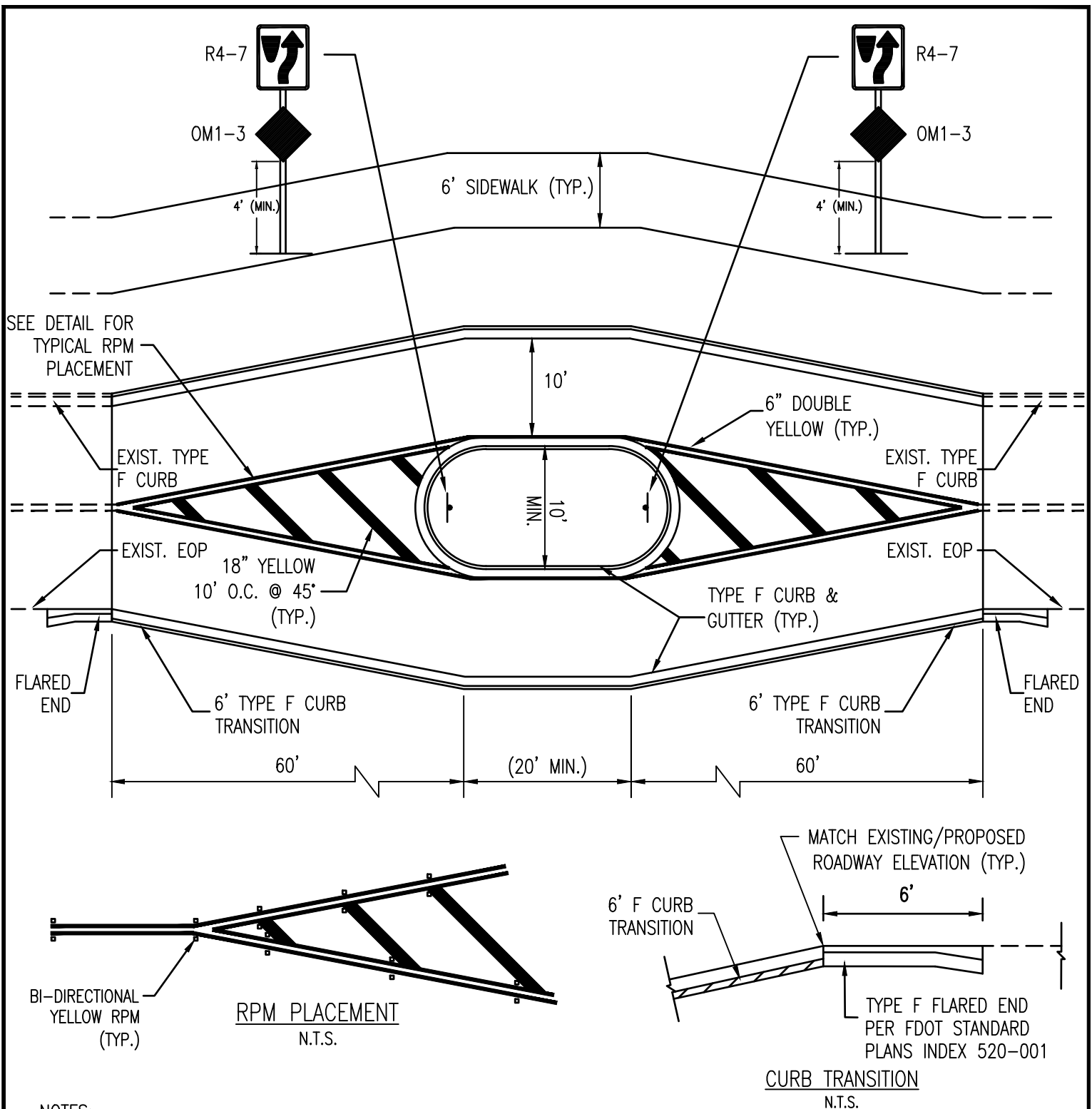
TREE GRATE

DETAIL

R-100

DATE: 12/03/19





NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC IN ACCORDANCE WITH SECTION 711 OF THE FDOT STANDARD SPECIFICATIONS.
2. TRAFFIC SEPARATION PAVEMENT MARKING LAYOUT SHALL BE IN ACCORDANCE WITH FDOT STANDARD INDEX 17346.
3. TRAFFIC SEPARATION RPM PLACEMENT SHALL BE IN ACCORDANCE WITH FDOT STANDARD INDEX 17352.
4. FDOT TYPE F CURB TRANSITION SHALL BE CONSTRUCTED MONOLITHICALLY.



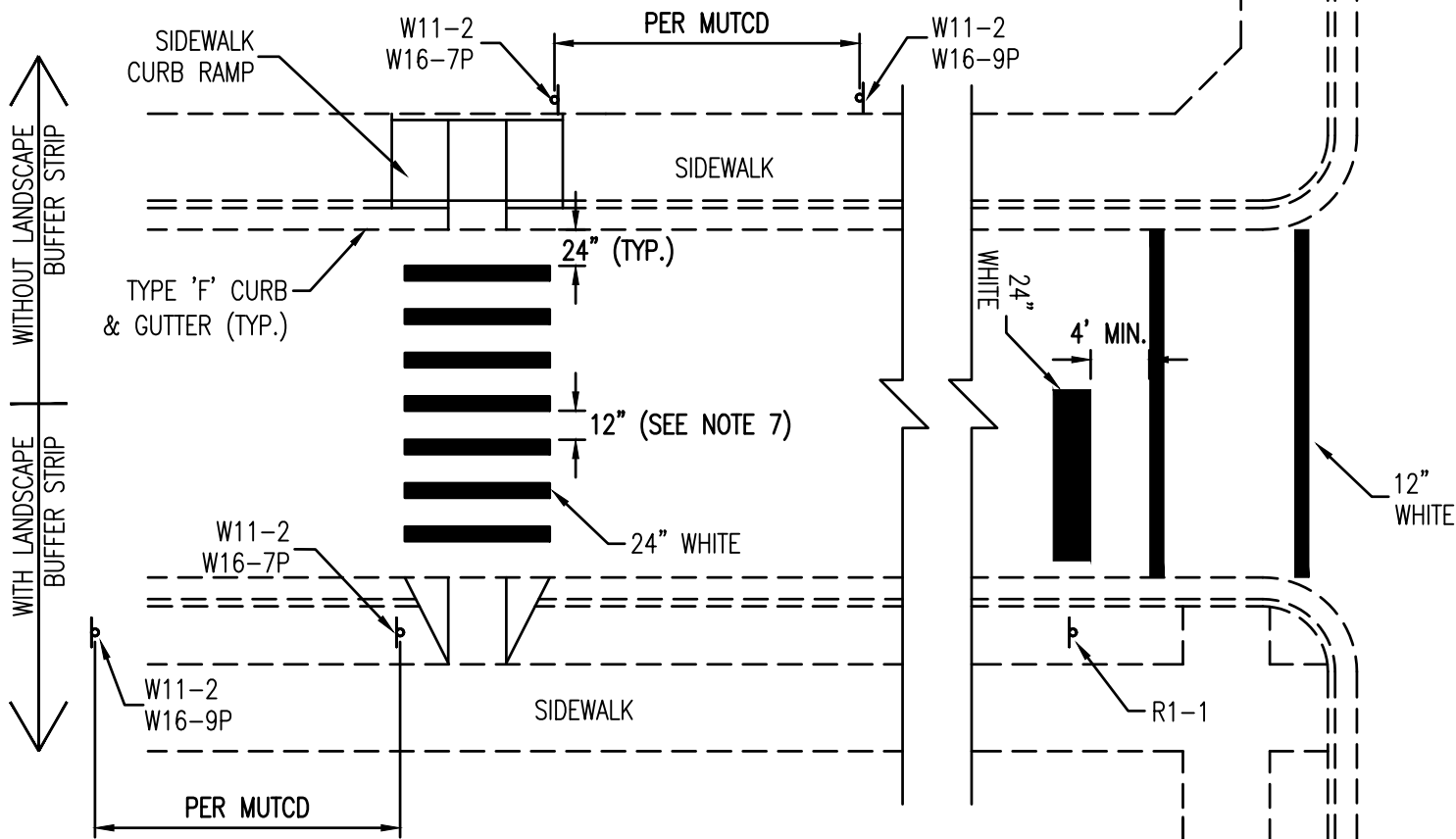
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

TRAFFIC CALMING (SPLITTER ISLAND)

DETAIL

R-110B

DATE: 12/03/19



MID-BLOCK CROSSWALK

STOP-CONTROLLED CROSSWALK



W11-2



W16-7P



W16-9P



R1-1

SIGN DETAILS

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.



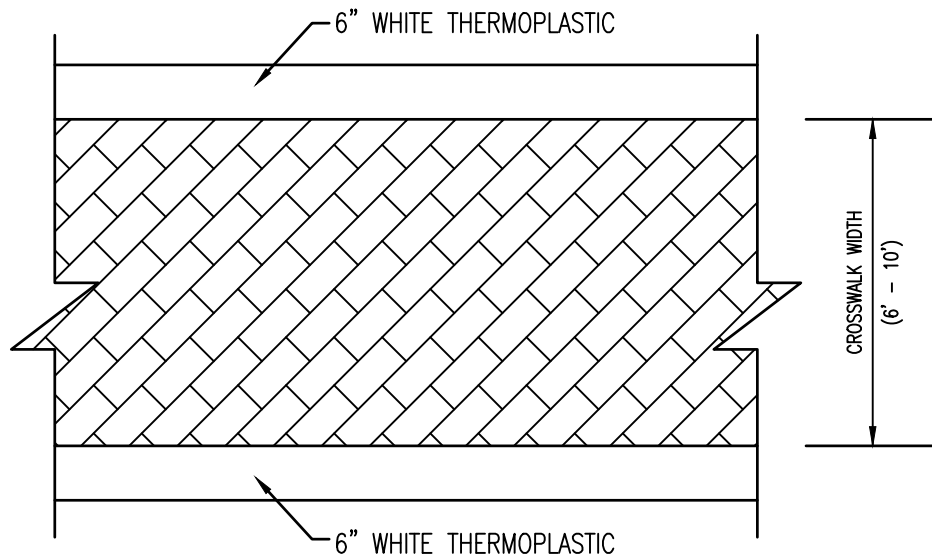
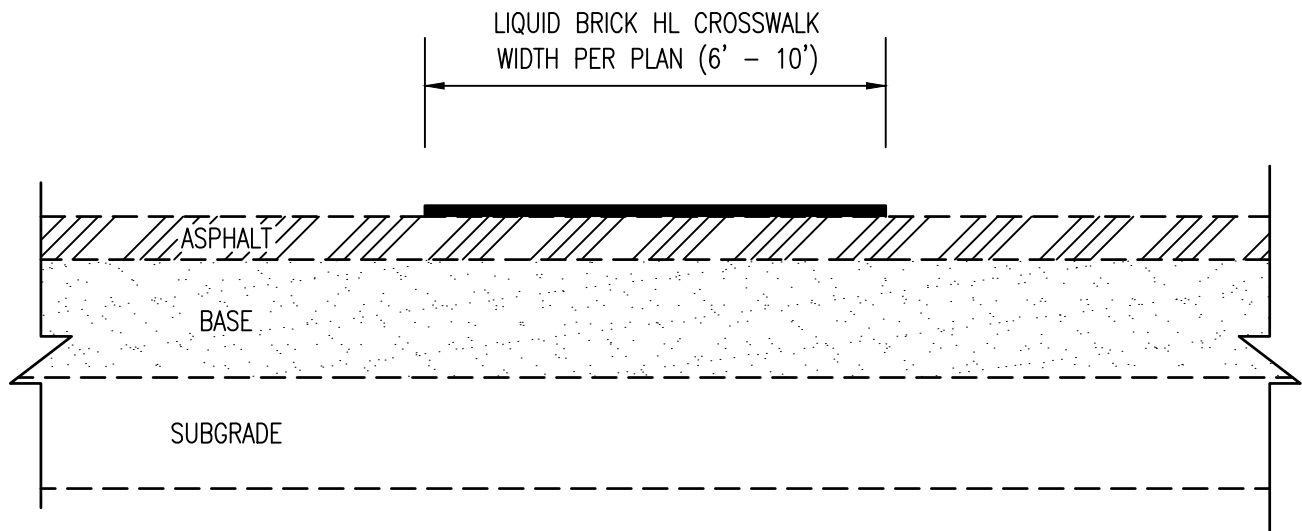
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

CROSSWALK

DETAIL

R-120A

DATE: 12/03/19



NOTES:

1. THE STAMPED APPLICATION SHALL BE AN FDOT APPROVED LIQUID BRICK- HF W/ NATURA COLORED AGGREGATE WITH A HIGH FRICTION SURFACING SYSTEM COMPRISED OF A THERMOSETTING MODIFIED EPOXY COMPOUND MANUFACTURED BY ATLANTIC PAVING COMPANY INC., OR APPROVED EQUAL.
2. CROSSWALK EPOXY-AGGREGATE COMPOUND MAT MUST HAVE PARALLEL 12" WHITE STRIPING ON BOTH SIDES OF PATTERN OR 12" WHITE THERMOPLASTIC ON ADJACENT ASPHALT.
3. SUBSTITUTION REQUESTS MUST BE SUBMITTED AND APPROVED BY COUNTY ENGINEER BEFORE APPLICATION.



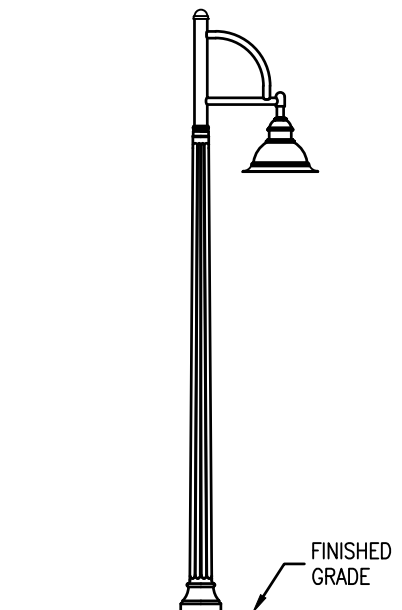
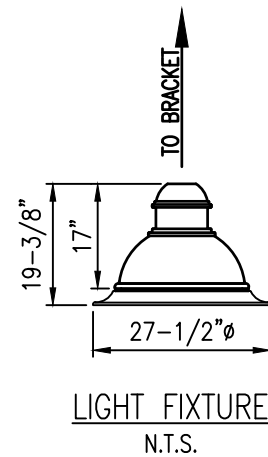
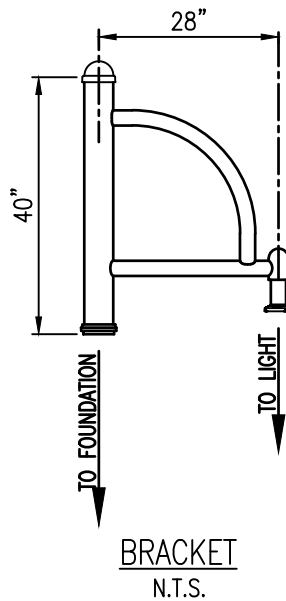
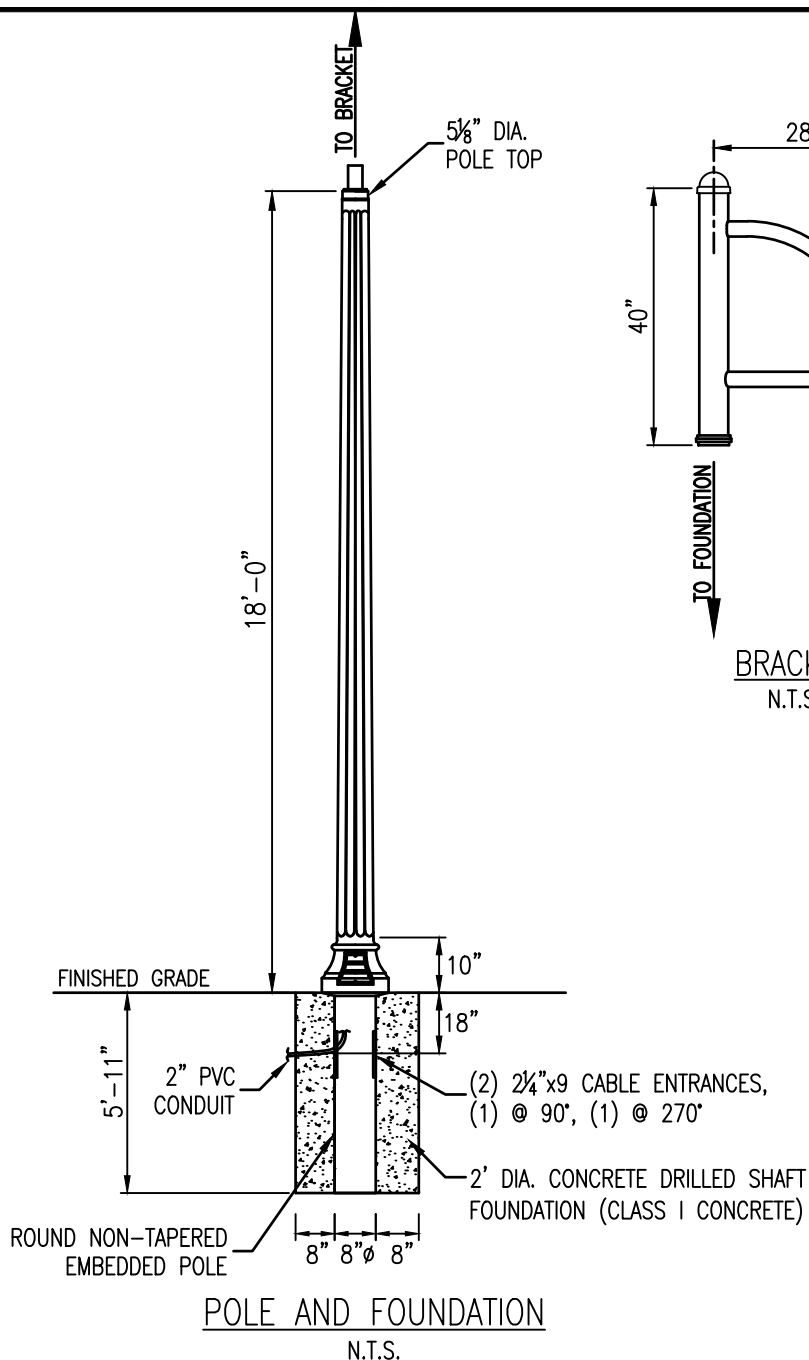
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

CROSSWALK (STAMPED)

DETAIL

R-120B

DATE: 12/03/19



NOTES:

1. WIRING SHALL BE IN ACCORDANCE WITH THE FDOT STANDARD plans INDEX 715-001, LATEST EDITION.
2. POLE: AMERON CO. CAT. #VEF5.5(233A)T6; TENON SIZE 4" DIA. X 9" LONG WITH ACRYLIC ANTI-GRAFFITI COATING OR APPROVED EQUAL.
3. FIXTURE: LUMEC CO. CAT. #DMS50-80W48LED-4K-T-LE3F-240-GB2TX OR APPROVED EQUAL.
4. BRACKET: LUMEC CO. CAT. #VR308-1A-BG2TX OR APPROVED EQUAL.
5. FOUNDATION: 3,000 PSI MIN. CLASS I CONC, 2' DIA., 5'-11" DEEP W/ POLE DIRECTLY EMBEDDED. APPROX. 0.61 CY EA.



MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

STREET LIGHT

DETAIL

R-130

DATE: 12/03/19

MAINTENANCE OF TRAFFIC CONTROL DEVICES

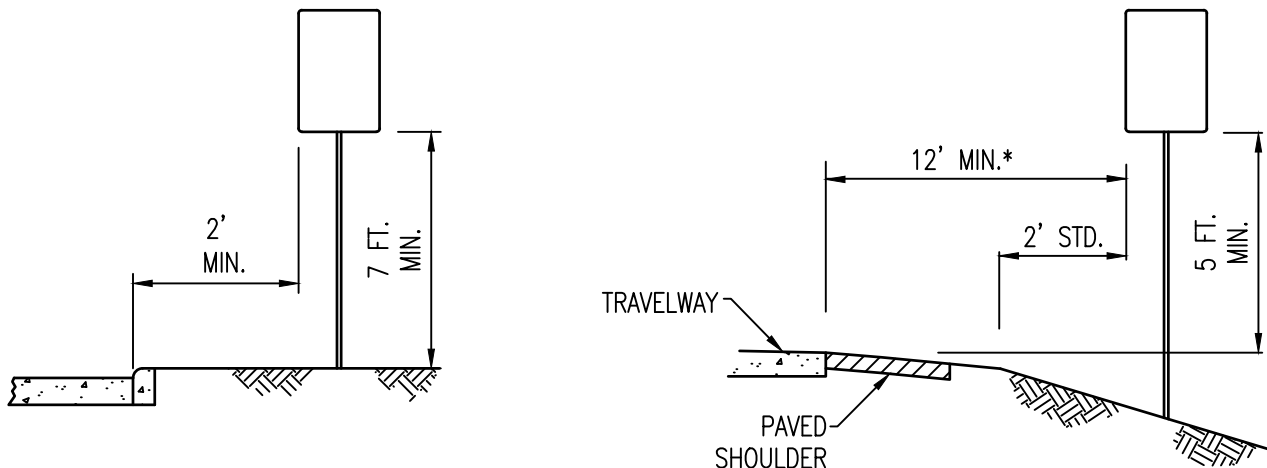
TRAFFIC SIGNS ON PRIVATELY MAINTAINED ROADS ARE THE RESPONSIBILITY OF THE MAINTAINING ENTITY, TYPICALLY, THE HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION. WHERE PRIVATELY MAINTAINED ROADS INTERSECT STATE OR COUNTY MAINTAINED ROADS, THE TRAFFIC SIGNS (SUCH AS STREET NAME "BLADES" AND REGULATORY SIGNS) AND 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

TRAFFIC CONTROL

DETAIL

R-140A

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 ELECTRO CUT 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.



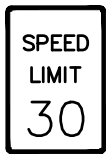
R1-2

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 ELECTRO CUT OVERLAY OR SILKSCREENED WITH CLEAR ULTRAVIOLET RESISTANT OVERLAY.



R3-1

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 ELECTRO CUT OVERLAY OR SILKSCREENED WITH CLEAR ULTRAVIOLET RESISTANT OVERLAY.



R2-1

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.



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.



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

TRAFFIC CONTROL

DETAIL

R-140B

DATE: 12/03/19

STREET NAME BLADES

RECOMMENDED MINIMUM LETTER HEIGHTS ON STREET NAME BLADES

| TYPE OF MOUNTING | TYPE OF STREET OR HIGHWAY | SPEED LIMIT | RECOMMENDED MINIMUM LETTER HEIGHT (IN INCHES) | |
|------------------|---------------------------|------------------|--|------------|
| | | | INITIAL UPPER-CASE | LOWER-CASE |
| OVERHEAD | ALL TYPES | ALL SPEED LIMITS | 12 | 9 |
| POST-MOUNTED | MULTI-LANE | MORE THAN 40 MPH | 8 | 6 |
| POST-MOUNTED | MULTI-LANE | 40 MPH OR LESS | 6 | 4.5 |
| POST-MOUNTED | 2-LANE | ALL SPEED LIMITS | *6 | *4.5 |



D3-1

*ON LOCAL TWO-LANE STREETS WITH SPEED LIMITS OF 25 MPH, 4-INCH INITIAL UPPER-CASE LETTERS WITH 3-INCH LOWER-CASE LETTERS MAY BE USED.

ON COUNTY MAINTAINED ROADS THE LETTERING SHALL BE HIGHWAY C OR HIGHWAY B FONT. ALL LETTERING SHALL BE AT LEAST 1 INCH FROM THE TOP, BOTTOM, AND EACH SIDE OF THE BLADE. ABBREVIATIONS SHALL BE LIMITED TO THOSE THAT ARE COMMONLY RECOGNIZED AND UNDERSTOOD. THE SUPPLEMENTARY LETTERING INDICATING THE COUNTY QUADRANT OR STREET TYPE SHALL BE SUPER-SCRIPTED UPPER CASE AND ONE-HALF THE HEIGHT OF THE INITIAL UPPERCASE LETTER(S). UNLESS SPECIFICALLY STATED OTHERWISE, THE BORDER SHALL BE WHITE AND SHALL BE AT LEAST 1/2 INCH INSIDE THE EDGE OF THE BLADE. THE CORNERS OF THE BLADE SHALL BE ROUNDED. ALL STREET NAME BLADES SHALL BE MADE OF 0.063 ALUMINUM WITH WHITE DIAMOND GRADE SHEETING BACKGROUND AND GREEN ELECTRO-CUT OVERLAY. TWO BLADES SHALL BE MOUNTED BACK-TO-BACK ON A SQUARE POST WITH TWO 5/16 x 2-3/4 BOLTS WITH NYLON WASHERS AND LOCK WASHERS PLUS ONE 5/16 x 3/4 BOLT WITH A NYLON WASHER AND LOCK WASHER AT EACH END OF THE BLADES.

ON NON-COUNTY (OR NON-STATE) MAINTAINED ROADS THE BACKGROUND MUST BE EITHER BLUE OR BROWN WITH WHITE LETTERING OR WHITE WITH BLACK LETTERING.



MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

TRAFFIC CONTROL

DETAIL

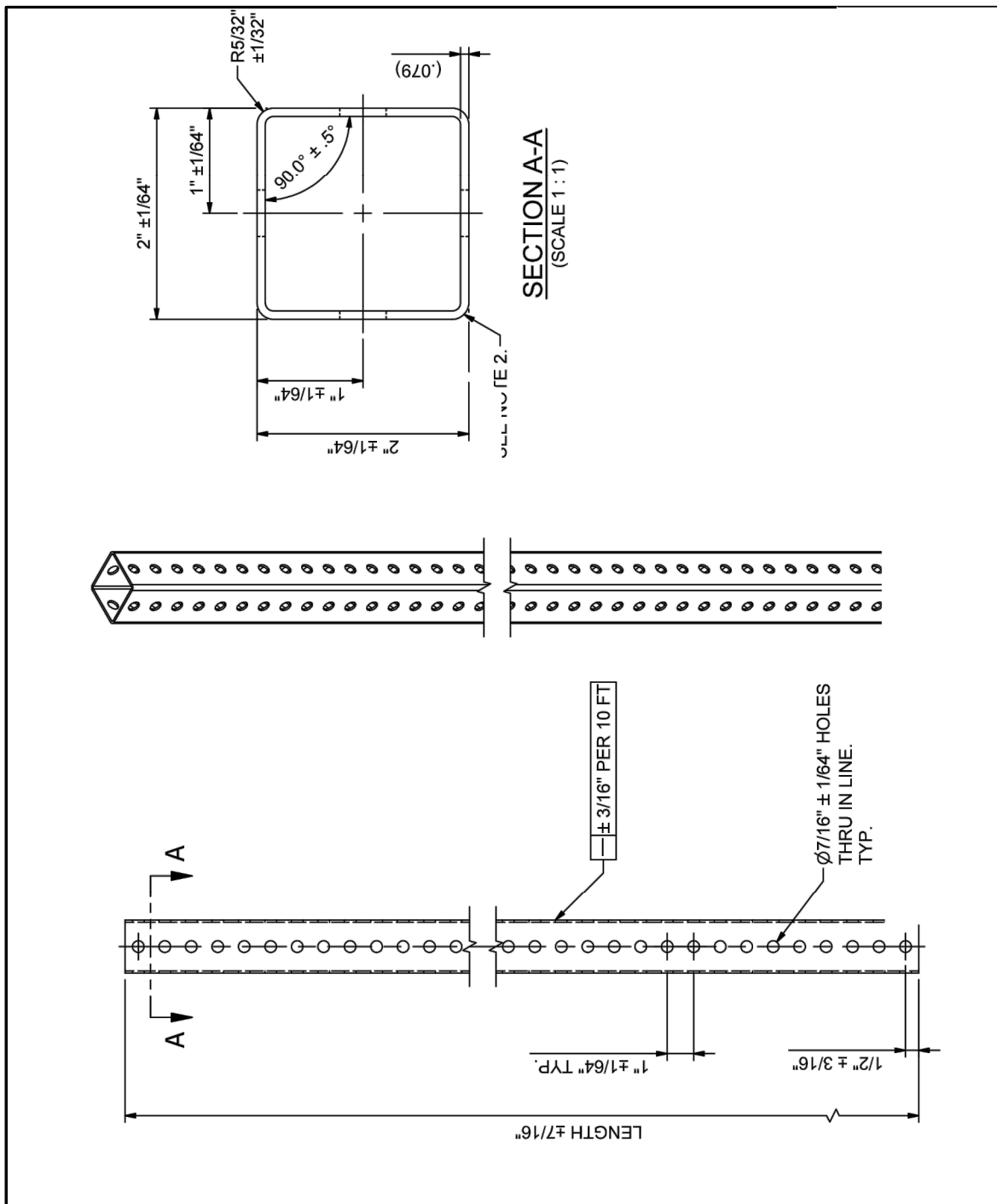
R-140C

DATE: 12/03/19

ON COUNTY MAINTAINED ROADS

ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC AND PAVEMENT STRIPES SHALL BE AT LEAST 6 INCHES WIDE, WHETHER WHITE OR YELLOW.

ALL SIGN POSTS SHALL BE 2"x2"x14GA. ASTM A653 GALVANIZED STEEL SHEET GRADE 50, "MODIFIED TO GRADE 55". GALVANIZED COATING SHALL HAVE A G90 THICKNESS (0.90 OUNCES OF COATING PER SQUARE FOOT OF COVERAGE). CORNER WELD BY HIGH FREQUENCY ELECTRIC RESISTANCE, THEN SCARF TO MATCH FORMED RADIUS. ZINC COAT WELD AFTER SCARFING. APPLY 0.5 MIL CLEAR COAT ACRYLIC POLYMER TO OUTER SURFACE. SIGN PLACEMENT SHALL BE IN A SAND BEDDING



MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

TRAFFIC CONTROL

DETAIL

R-140D

DATE: 12/03/19

CONTROLLER ASSEMBLY:

- 1) ECONOLITE TS-2, TYPE 1 "PLUG-N-GO" TRAFFIC CABINET ASSEMBLY. SIZE 7 CABINET (72"HX44"WX24"D) WITH (3) SHELVES
- 2) INTEGRATED DRAWER/COMPUTER SHELF
- 3) ECONOLITE COBALT TS-2, TYPE 2 (WITH ABC CONNECTORS) CONTROLLER
- 4) SDLC COMMUNICATIONS PANEL.
- 5) MALFUNCTION MANAGEMENT UNIT – ECONOLITE (OR) EDI MMU2-16LEIP
- 6) CONFIGURATION #4, 16 LOAD BAY MAIN PANEL (SOP10) (PHASES 1-8, OVERLAPS A,B,C,D AND PED 2, 4, 6 & 8)
- 7) CONFIGURATION #2, 16 DETECTOR RACK
- 8) LED CABINET LIGHTING SYSTEM
- 9) SIMENS/RUGGEDCOM RS 900G – HI – D – 2SFP SWITCH FOR COMMUNICATION
- 10) PREEMPT PANEL/RELAY REQUIRED
- 11) GENERATOR COMPARTMENT/TRANSFER SWITCH TO BE BUILT INTO CABINET

FOR ORDERING AND PRICING INFORMATION PLEASE CONTACT:

MATT JOSEPH

ECONOLITE, INC.

TEL: (904) 448-5619

(CELL) (904) 334-5891

MARTIN COUNTY TRAFFIC SIGNAL SPECIFICATIONS

1. ALL WORK TO BE IN ACCORDANCE WITH THE LATEST EDITION OF: A) FDOT "DESIGN STANDARDS" B) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" C) THE "NATIONAL ELECTRIC CODE" D) "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". ALL TRAFFIC SIGNAL EQUIPMENT INSTALLED IS TO BE DONE BY A QUALIFIED SIGNAL CONTRACTOR WITH A MINIMUM LEVEL II IMSA TRAFFIC SIGNAL CERTIFICATION. LEVEL II CERTIFIED TECHNICIAN IS TO BE ON-SITE DURING ALL CABINET, SIGNAL, VIDEO DETECTOR CAMERA WIRING FOR ANY PROJECT IN MARTIN COUNTY.
2. MARTIN COUNTY REQUIRES ALL NEW TRAFFIC SIGNALS TO BE MAST ARM INSTALLATIONS. ALL MAST ARM INSTALLATIONS TO MEET FDOT SPECIFICATIONS AND HAVE THE COLOR OF "VERDE GREEN". THE PAINT APPLICATION SHALL BE WARRANTED FOR FIVE (5) YEARS AS SPECIFIED IN FDOT SECTION 649. THE DESIRED MAST-ARM ATTACHMENT HEIGHT IS 20 FEET FOR PROPER MOUNTING OF SIGNALS, UNLESS THERE ARE SPECIFIC ELEVATION DISCREPANCIES REQUIRING A DIFFERENT ATTACHMENT HEIGHT.
3. ALL MAST ARM UPRIGHTS TO HAVE A 20-POSITION TERMINAL STRIP COMPARTMENT AT THE BASE. TERMINAL STRIPS/SCREWS TO BE STAINLESS STEEL. STAINLESS STRAIN RELIEF DEVICES ARE TO ENCLOSE ALL SIGNAL CABLES WITHIN MAST ARM UPRIGHT AND BE ATTACHED TO THE J-HOOK.
4. ALL PEDESTRIAN SIGNALS SHALL BE LED COUNTDOWN WITH ONE-SECTION, INTERNATIONAL SYMBOL WITH "HAND/MAN" SIDE BY SIDE. LED INDICATIONS ARE TO BE ON FDOT APL AND HAVE 5 YEAR WARRANTY.
5. ALL TRAFFIC SIGNALS TO BE EAGLE BRAND (OR APPROVED EQUIVALENT) "LIGHTWEIGHT" TYPE WITH LED INDICATIONS IN ALL COLORS. LED INDICATIONS ARE TO BE ON FDOT APL AND HAVE 15 YEAR WARRANTY. MAST ARMS SHALL HAVE ALL SIGNAL BUCKETS AS POLYCARBONATE AND SPAN WIRE INSTALLATIONS SHALL HAVE AN ALUMINUM RED SIGNAL BUCKET WITH POLYCARBONATE AMBER AND GREEN SIGNAL BUCKETS.
6. ALL RELAYS IN CABINETS TO BE SOCKET-MOUNTED.



MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

TRAFFIC SIGNAL SPECIFICATIONS

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MARTIN COUNTY TRAFFIC SIGNAL SPECIFICATIONS (cont'd)

7. ALL STREET NAME SIGNS TO MEET FDOT "SAFE MOBILITY FOR LIFE PROGRAM" AND BE RIGIDLY MOUNTED TO MAST ARMS, WHERE APPLICABLE. SIGNS SHALL BE LED AND ON FDOT APL.
8. MARTIN COUNTY REQUIRES ECONOLITE AUTOSCOPE VISION VIDEO DETECTION SYSTEM TO MEET SYSTEM COMPATIBILITY. ALL CAMERA INSTALLATION LOCATIONS SHALL BE APPROVED BY MARTIN COUNTY TRAFFIC DIVISION PRIOR TO INSTALLATION. AT MARTIN COUNTY'S DISCRETION, LOOPS MAY BE PLACED IN LIEU OF THE VIDEO DETECTION EQUIPMENT. IF LOOPS ARE USED, ALL SIDE STREET AND LEFT-TURN LOOPS SHALL BE TYPE F, 6'X40'. MAIN STREET SHALL INCLUDE TYPE F, 6'X20' AND/OR TYPE B, 6'X6' ADVANCE LOOPS.
9. MAINTENANCE OF TRAFFIC MUST INCLUDE COST OF ANY TEMPORARY SIGNALIZATION WORK AND FOLLOW M.U.T.C.D. GUIDELINES. ANY NEW SIGNAL INSTALLATION SHALL HAVE VMS MESSAGE BOARDS PLACED AT LEAST ONE WEEK IN ADVANCE TO ALERT MOTORISTS OF NEW SIGNAL ACTIVATION DATE. TURN-ON DATE TO BE APPROVED BY COUNTY ENGINEER. ANY TRAFFIC SIGNALS "UTILITIES" THAT PRESENT CONSTRUCTION CONFLICTS ARE TO BE INCORPORATED AS PART OF THE PROJECT AND CORRECTED/RELOCATED BY THE CONTRACTOR. UTILITY LOCATES ARE CONSIDERED APPROXIMATE AND CONTRACTOR SHALL POT-HOLE FOR VERIFICATION PRIOR TO DRILL SHAFT, DIRECTIONAL BORE, OR TRENCHING OPERATIONS.

MAINTENANCE OF TRAFFIC (M.O.T.) LANE CLOSURES FOR ARTERIAL OR COLLECTOR ROADS:

WHEN AN ARTERIAL OR COLLECTOR ROAD IS TO HAVE A LANE CLOSURE AS A PART OF ITS M.O.T. PLAN, THE FOLLOWING CONDITIONS SHALL APPLY IN ADDITION TO ALL OTHER M.O.T. REQUIREMENTS:

- LANE CLOSURES SHALL BE LIMITED TO BETWEEN THE HOURS OF 9:00AM TO 3:30PM, AND 7:00PM TO 6:00AM.
- THE CONTRACTOR SHALL INCLUDE AS A PART OF THE M.O.T. PLAN A TRAFFIC CONTROL OFFICER PROVIDED BY EITHER THE LOCAL POLICE DEPARTMENT OR THE MARTIN COUNTY SHERIFF'S OFFICE. THE TRAFFIC CONTROL OFFICER SHALL BE ON-SITE 100% OF THE TIME DURING ALL LANE CLOSURES.
- IF THE CONTRACTOR BEGINS A LANE CLOSURE BEFORE THE APPROVED START TIME OR ENDS THE LANE CLOSURE AFTER THE APPROVED LANE CLOSURE TIME THE CONTRACTOR MAY BE ASSESSED BY THE COUNTY DAMAGES OF \$1,500.00 PER HOUR FOR EACH HOUR LANE CLOSURE OUTSIDE THE ABOVE STATED APPROVED TIME RANGE. DAMAGE FEES MAY BE ASSESSED AND PRORATED TO THE NEXT QUARTER HOUR, I.E. A CONTRACTOR THAT ENDS AN APPROVED LANE CLOSURE AT 3:40PM MAY BE ASSESSED \$375.00 (\$1,500 X 0.25).
- LANE CLOSURES THAT ARE IMPLEMENTED BY THE CONTRACTOR WITHOUT THE PRESENCE OF A TRAFFIC CONTROL OFFICER MAY BE ASSESSED \$500.00 PER HOUR.
- LANE CLOSURES THAT ARE IMPLEMENTED BY THE CONTRACTOR THAT ARE NOT PRE-AUTHORIZED IN WRITING BY THE COUNTY ENGINEER MAY BE ASSESSED \$3,000.00 PER HOUR.

IF PRIOR WRITTEN AUTHORIZATION TO MODIFY THE ALLOWABLE WORK HOURS IS OBTAINED, THE ABOVE LISTED ASSESSMENTS OF COST WILL BE ADJUSTED TO REFLECT THE AUTHORIZED WORK HOURS.

10. SIGNALS INTERCONNECT CABLE SHALL BE 144 COUNT, SINGLE MODE FIBER OPTIC CABLE. EACH CABINET LOCATION SHALL HAVE A 6 COUNT, SINGLE-MODE DROP CABLE FROM CABINET TO SPLICE ENCLOSURE. THE PATCH PANEL FOR USE INSIDE THE CABINET SHALL BE CORNING SPH-01P. FOR ADDITIONAL INFORMATION, SEE MARTIN COUNTY ATMS DESIGN/BUILT REQUIREMENTS.
11. SIEMENS/RUGGEDCOM BRAND FIBER OPTIC ETHERNET SWITCH, MODEL RS 900G-HI-D-2SFP SHALL BE INCLUDED WITH EACH TRAFFIC SIGNAL CABINET. UPS BATTERY BACK-UP DEVICE SHALL BE INCLUDED WITH EACH TRAFFIC SIGNAL CABINET AND BE TRIPP-LITE MODEL AVR750U. WHERE SPECIFIED, THE UPS BATTERY BACKUP SHALL BE ECONOLITE ZINC BLUE BBS (TO INCLUDE NEMA CONTROLLER, NEMA BATTERY, AND POWER INTERFACE MODULE).



MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

TRAFFIC SIGNAL SPECIFICATIONS

DETAIL

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MARTIN COUNTY TRAFFIC SIGNAL SPECIFICATIONS (cont'd)

12. IF TEMPORARY SPAN WIRE INSTALLATION, ALL DISCONNECT WIRING HARNESSSES SHALL BE COMPLETELY REMOVED FROM DISCONNECTS AND SIGNALS TO BE HARDWIRED. MARTIN COUNTY REQUIRES ENGINEERED CASTINGS BRAND OR APPROVED EQUAL DISCONNECTS.
13. 5-SECTION, RIGHT-TURN SIGNALS ARE NOT PERMITTED UNLESS APPROVED BY THE COUNTY ENGINEER.
14. ALL PULL BOXES ARE TO BE LOAD-BEARING, 20,000 LB, COMPOSITE-TYPE LIDS (NO METAL LIDS). UNLESS OTHERWISE INDICATED ON THE PLANS, TRAFFIC SIGNAL PULL BOXES SHALL BE 13"X24" IN PLAN. FIBER OPTIC PULL BOXES ARE DETAILED IN R-160 SERIES.
15. ONE SET OF AS-BUILTS IS TO BE PROVIDED IN AUTOCAD VERSION 2018.
16. PAY ITEM 641-11-114, ELECTRIC SERVICE POLE, IS REQUIRED AT EACH SIGNAL INSTALLATION TO MOUNT THE ELECTRICAL SERVICE DISCONNECT.

GENERAL WORKMANSHIP FOR INSTALLATION AND MAINTENANCE REQUIREMENTS

ALL WORK IS TO BE PERFORMED IN A WORKMANLIKE MANNER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE THE SKILLED LABOR, IN THE APPROPRIATE AREAS NECESSARY, TO PROVIDE AN ACCEPTABLE AND PROFESSIONAL FINISHED PRODUCT. THE CONTRACTOR AND HIS PERSONNEL SHALL HAVE, AT ALL TIMES, ALL THE NECESSARY PAPERWORK, EQUIPMENT, AND TOOLS NEEDED TO COMPLETE THE JOB. IT IS EXPECTED THAT PLUMB SURFACES SHALL BE PLUMB. SPACING OF MULTIPLE COMPONENTS, SUCH AS CONDUIT STUBS OR STRAPS, SHALL BE MADE IN EQUAL INCREMENTS. ALL MATERIALS SHALL BE NEW. ALL MAST ARM POLE ASSEMBLIES, PEDESTRIAN POLES, AND SUPPLEMENTAL SIGNAL POLES SHALL BE LEVELED TO THE SATISFACTION OF THE MARTIN COUNTY TRAFFIC SIGNAL AND LIGHT SUPERVISOR. THE MARTIN COUNTY TRAFFIC SIGNAL AND LIGHT SUPERVISOR SHALL HAVE THE AUTHORITY TO MAKE FINAL DETERMINATION ON WHETHER WORKMANSHIP, MATERIALS, AND/OR FINAL PRODUCT(S) MEET THE SPECIFICATIONS CONTAINED HEREIN.

SURFACE TREATMENTS

* THREADED HARDWARE:

ALL NON-ELECTRICAL THREADED HARDWARE (I.E. ALL ASTRO BRAC HARDWARE, POLE HARDWARE, OR ANY THREADED SURFACE) SHALL BE COATED WITH PERMATEX ANTI-SEIZE LUBRICANT, OR COUNTY-APPROVED EQUIVALENT. NO SPRAY ON ANTI-SEIZE COMPOUND WILL BE ACCEPTED. THE AMOUNT OF ANTI-SEIZE BEING APPLIED SHALL BE SUFFICIENT ENOUGH TO BE VISIBLY SEEN.

* WEATHERPROOFING:

IRREGULAR MATING SURFACES SHALL BE RENDERED WEATHERPROOF BY APPLYING AN APPROPRIATE BEAD OF CLEAR SILICONE CAULK, SUCH AS SILICONE II, OR COUNTY-APPROVED EQUIVALENT. THESE AREAS INCLUDE SERRATED SIGNAL COUPLINGS, CONTROLLER CABINET FOUNDATION, PEDESTRIAN PUSH BUTTONS, AND ANY OTHER AREAS TYPICALLY PRONE TO MOISTURE INFILTRATION.

* CABLE ENTRY/EXIT:

WHEREVER A CABLE ENTERS OR EXITS A FIELD-DRILLED HOLE, THE HOLE SHALL BE PROTECTED BY A PERMANENTLY INSTALLED RUBBER GROMMET.



MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

TRAFFIC SIGNAL SPECIFICATIONS

DETAIL

R-150C

DATE: 12/03/19

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FIBER OPTIC TECHNICAL SPECIFICATIONS:

- 1) PATCH PANEL
 - CORNING SPH-01P WITH 6 ST CONNECTORS AT DROP AND REPEAT LOCATIONS.
 - CORNING CCH-03U WITH 24 ST CONNECTORS AT HUB LOCATIONS.
- 2) DROP CABLE
 - 6 COUNT SINGLE MODE FIBER TERMINATED WITH ST CONNECTORS AT DROP AND REPEAT LOCATIONS.
 - 24 COUNT SINGLE MODE FIBER TERMINATED WITH ST CONNECTORS AT HUB LOCATIONS.
- 3) SPLICE ENCLOSURE
 - CORNING SCF-4C18-01 OR SCF-6C22-02. MODEL DEPENDS ON NUMBER OF SPLICES.
- 4) ANY FIBER OPTIC CABLE THAT IS FOUND TO BE DAMAGED SHALL BE REPLACED FROM SPLICE ENCLOSURE TO SPLICE ENCLOSURE LOCATED AT TRAFFIC SIGNAL OR IT VAULT LOCATIONS. NEW SPLICES SHALL NOT BE PERMITTED DUE TO THE ADDED LOSS AND DEGRADATION OF SIGNAL THAT IS INTRODUCED WITH EACH NEW SPLICE.
- 5) ALL FIBER OPTIC CABLE SHALL HAVE A 25 YEAR MANUFACTURER EXTENDED WARRANTY (UP TO 10 YEARS FOR ITS INSTALLATIONS). THE FIBER OPTIC WARRANTY SHALL BE PERFORMED BY A LANDSCAPE NETWORK OF PREFERRED INSTALLERS CONTRACTOR AS CERTIFIED THROUGH CORNING'S "STRINGENT REQUIREMENTS FOR TECHNICAL AND FINANCIAL STRENGTH AND HAVE A PROVEN DEDICATION TO QUALITY INSTALLATIONS."
- 6) ALL FIBER SPLICING DIAGRAMS/SCHEMATICS AND FIBER NETWORK DESIGN FOR ANY PROJECTS TO BE PROVIDED BY MARTIN COUNTY'S CONTINUING SERVICES FIBER CONTRACTOR. THE CONTINUING SERVICES FIBER CONTRACTOR IS A BUILDING INDUSTRY CONSULTING SERVICE INTERNATIONAL (BICSI) REGISTERED COMMUNICATIONS DISTRIBUTIONS DESIGNER (RCDD). THE COST FOR THE NETWORK DESIGN SCHEMATICS SHALL BE INCUMBENT UPON THE SUBCONTRACTOR MAKING THE REQUEST AND SHALL BE A REQUIREMENT FOR ANY PROJECT WHICH WILL IMPACT MARTIN COUNTY'S FIBER OPTIC NETWORK. MARTIN COUNTY'S CONTINUING SERVICES FIBER CONTRACTOR SHALL COORDINATE THE NETWORK DESIGN WITH MARTIN COUNTY ENGINEERING AND IT STAFF.
- 7) ALL FIBER OPTIC WORK TO BE PERFORMED BY BICSI ITS INSTALLER 2 CERTIFIED TECHNICIANS.
- 8) PULL BOXES / VAULTS
 - 24"X36"X24" OPEN-BOTTOM PRECAST POLYMER CONCRETE VAULTS WITH 20,000 LB CONCRETE, BOLT-DOWN COVER LABELED "FIBER OPTICS" FOR ALL SPLICE ENCLOSURE LOCATIONS
 - 17"X30" BOXES TO BE USED AT INTERMEDIATE LOCATIONS WHERE NO SPLICE ENCLOSURE IS LOCATED

VIDEO SURVEILLANCE SPECIFICATIONS:

- 1) PAN, TILT AND ZOOM CAMERA
 - HIKVISION DS-2DF5232X-AEL IND/OUT PTZ 2MP/1080P IP CAM 32X D/N SMART TRACK IP66 24VACDS-2DF5232X-AEL (OR) APPROVED HIKVISION EQUIVALENT



MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

TRAFFIC SIGNAL SPECIFICATIONS

DETAIL

R-150D

DATE: 12/03/19

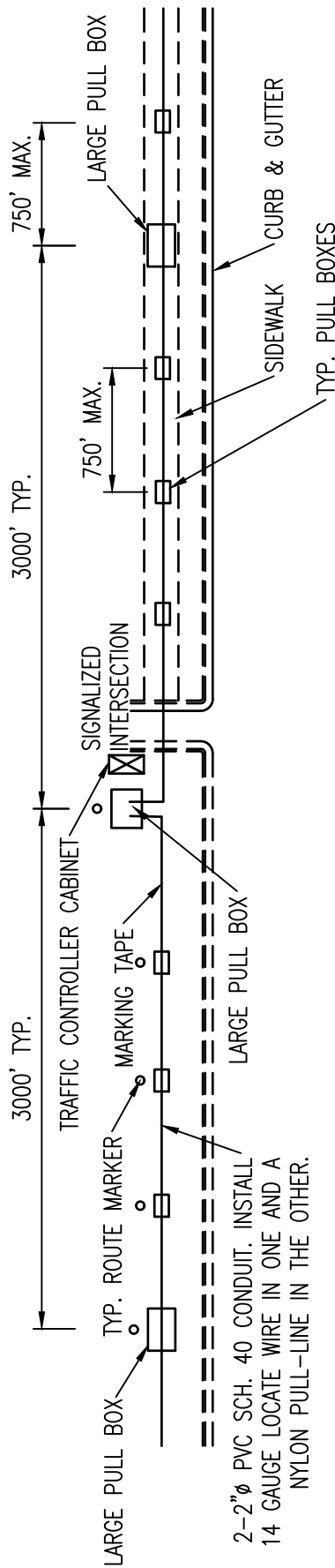


MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

FIBER OPTIC CONDUIT (PLAN)

DETAIL
R-160A

DATE: 12/03/19



ROADWAY PLAN

1. THE DISTANCE BETWEEN TYPICAL PULL BOXES (17"x30"x12" DEEP) SHALL NOT EXCEED 750'. THE DISTANCE BETWEEN LARGE PULL BOXES (24"x36"x24" DEEP) SHALL BE 3000' +/- INTERVALS AND NEAR EACH TRAFFIC SIGNAL CONTROLLER CABINET, OR AS INDICATED ON THE PLANS. AT THESE LOCATIONS, THE LARGE PULL BOX TAKES THE PLACE OF THE TYPICAL PULL BOX.
2. FOR APPLICATIONS NOT COVERED IN THIS DETAIL THE CONTRACTOR SHALL REFER TO THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
3. ALL PULL BOXES AND LIDS SHALL BE HEAVY DUTY TRAFFIC BEARING FIBERGLASS COMPOSITE (RATED 20,000 POUNDS OVER TEN INCH SQUARE) PULL BOX LIDS SHALL BE STAMPED 'FIBER OPTIC'.
4. ENDS OF CONDUIT SHALL BE SEALED IN ACCORDANCE WITH SECTION 630 (CONDUIT) OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE.
5. ONE RUN OF CONDUIT (BETWEEN PULL BOXES) SHALL NOT CONTAIN MORE THAN 360 DEGREES OF BEND INCLUDING PULL BOX BENDS.
6. MARKING TAPE: 3 INCHES WIDE MARKED 'CAUTION FIBER OPTIC'. TAPE SHALL BE ORANGE WITH BLACK 2-INCH HIGH BLOCK LETTERS ON NON-COLOR FADING MATERIAL. THE MARKING TAPE SHALL BE CONTINUOUS FROM PULL BOX TO PULL BOX.
7. FOR LOCATIONS WITH SINGLE CONDUIT, INSTALL A 14 GAUGE LOCATE WIRE; FOR LOCATIONS WITH MULTIPLE CONDUITS, INSTALL A 14 GAUGE LOCATE WIRE IN ONE OF THE CONDUITS AND A NYLON PULL LINES IN THE OTHERS. CONTACT TRAFFIC ENGINEERING FOR NUMBER OF DESIRED CONDUITS. MIN. COVER SHALL BE 36" UNDER PAVEMENT OR 30" UNDER SIDEWALK AND AREAS NOT EXPOSED TO VEHICULAR TRAFFIC.
8. STORE 200' OF FIBER OPTIC CABLE IN LARGE PULL BOXES AND 10' OF FIBER OPTIC CABLE IN TYPICAL PULL BOXES.

MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

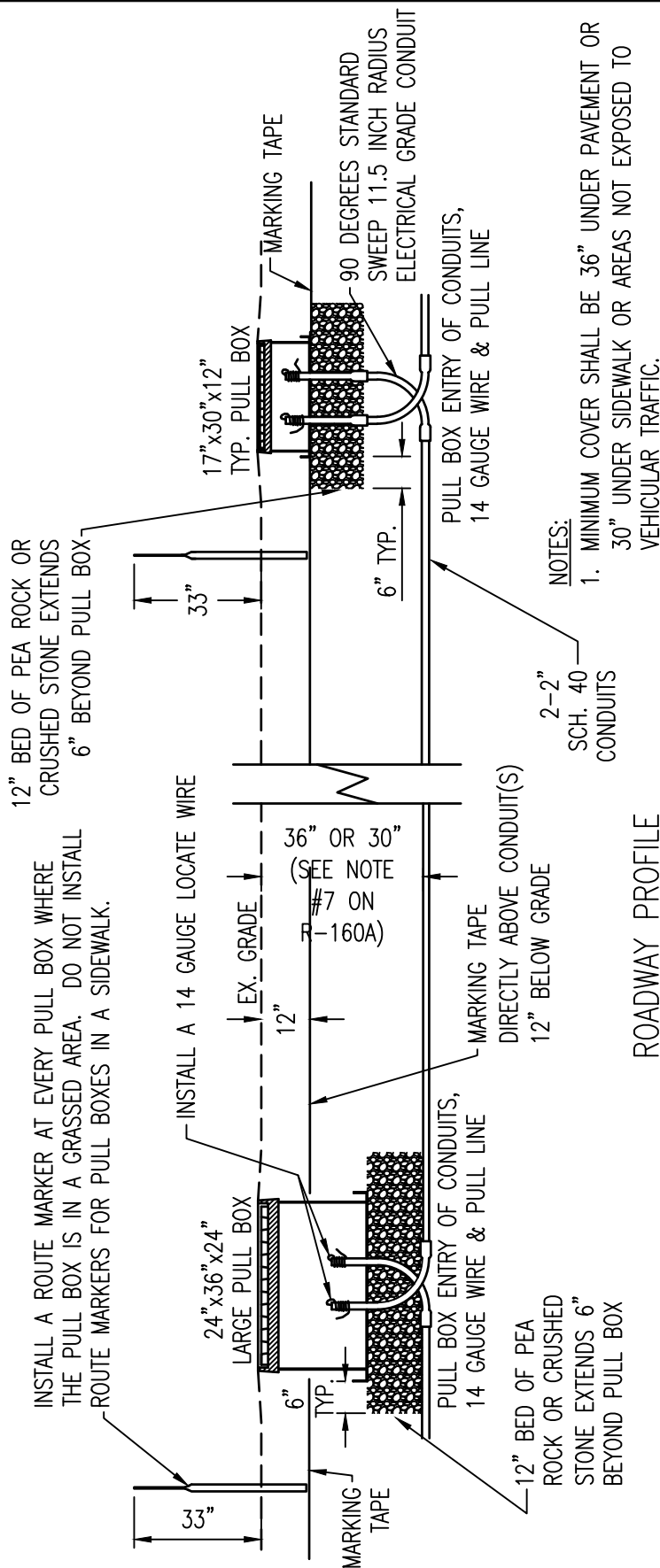
FIBER OPTIC CONDUIT (PROFILE)

DETAIL

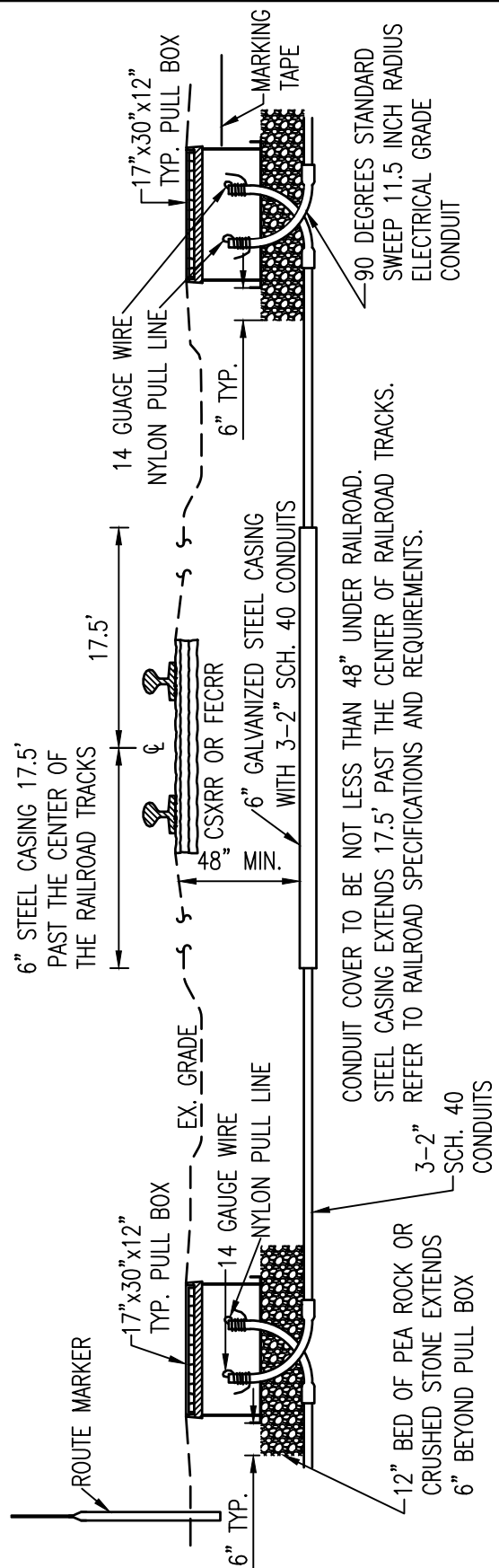
104

R-160B

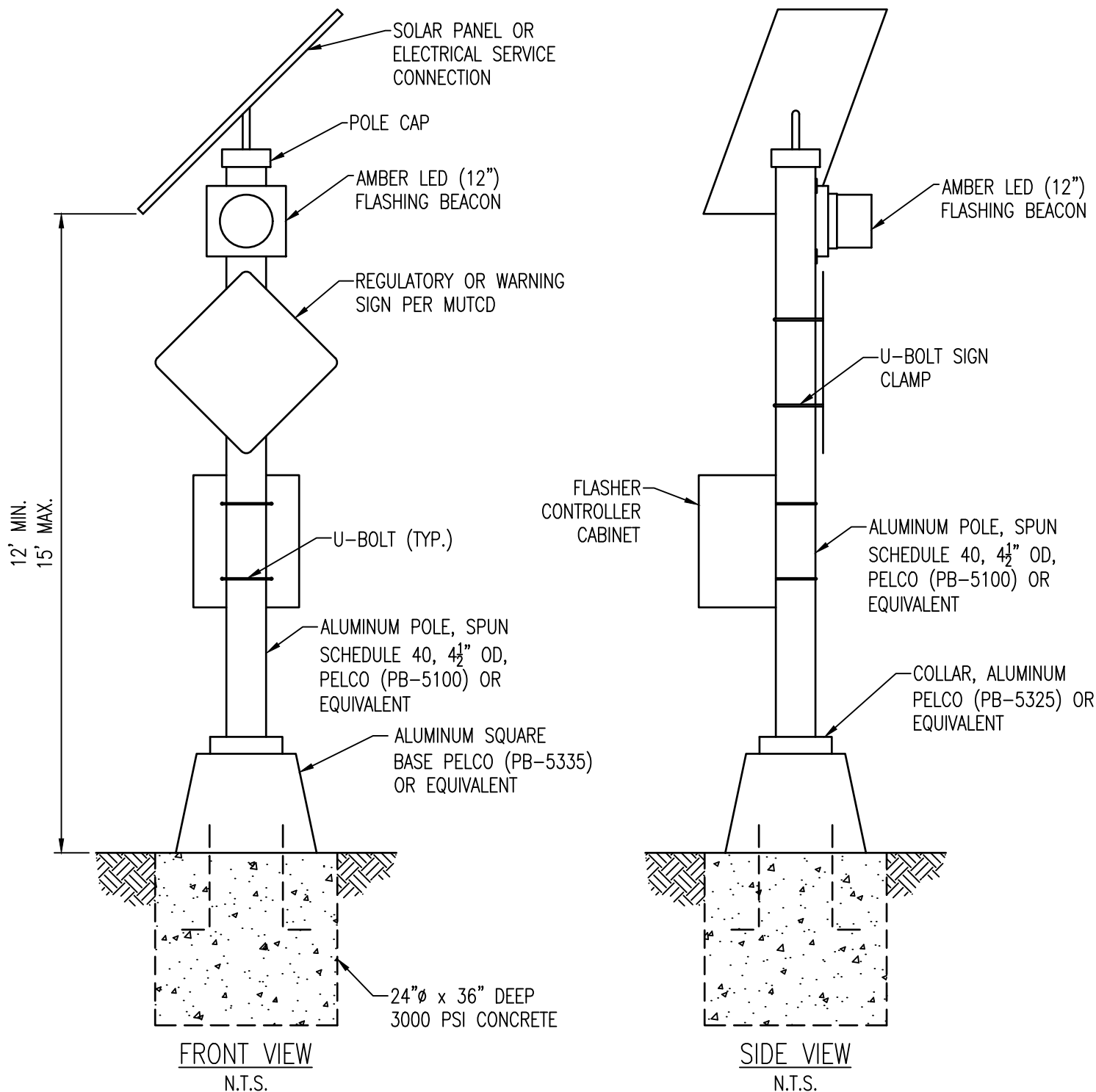
DATE: 12/03/19



ROADWAY PROFILE



RAILROAD PROFILE



NOTES:

1. INSTALLATION LOCATIONS SHALL BE APPROVED BY COUNTY ENGINEER.
2. COMPONENTS SPECIFIED FOR INSTALLATION SHALL BE APPROVED BY COUNTY ENGINEER.
3. SOLAR FLASHER CABINET TO BE BY TRANSPORTATION CONTROL SYSTEMS OR EQUAL.
4. ALL FASTENERS TO BE STAINLESS STEEL.
5. UNLESS A DIFFERENT SPECIFICATION IS CALLED OUT HERE, COMPLIANCE WITH THE STANDARDS FOUND WITHIN FDOT STANDARD PLANS INDEX 700-120 IS REQUIRED.



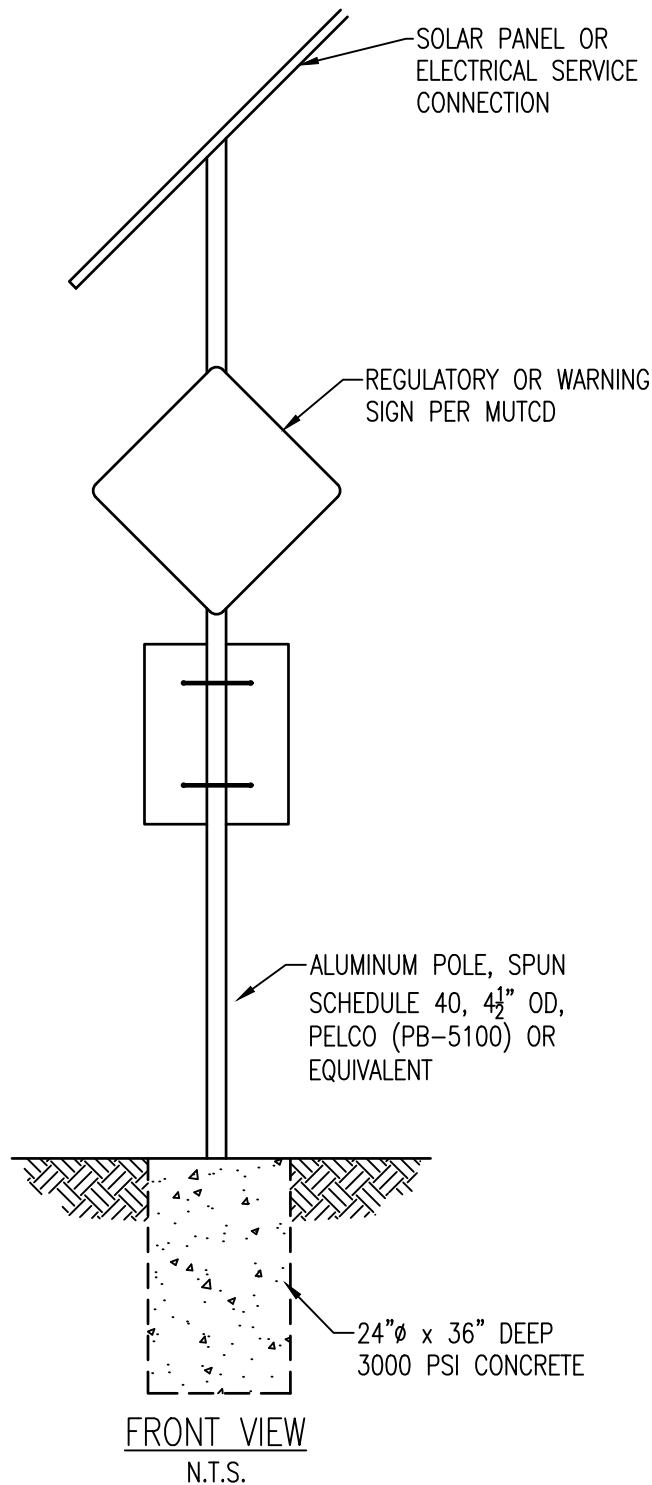
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

FLASHING BEACON

DETAIL

R-170

DATE: 12/03/19



NOTES:

1. INSTALLATION LOCATIONS SHALL BE APPROVED BY COUNTY ENGINEER.
2. COMPONENTS AND CONFIGURATION SPECIFIED FOR INSTALLATION SHALL BE APPROVED BY COUNTY ENGINEER.
3. ALL FASTENERS TO BE STAINLESS STEEL.
4. PLACEMENT SHALL MEET THE STATE STANDARDS ADOPTED BY THE FDOT, WHICH INCLUDES THOSE IDENTIFIED IN THE MUTCD.



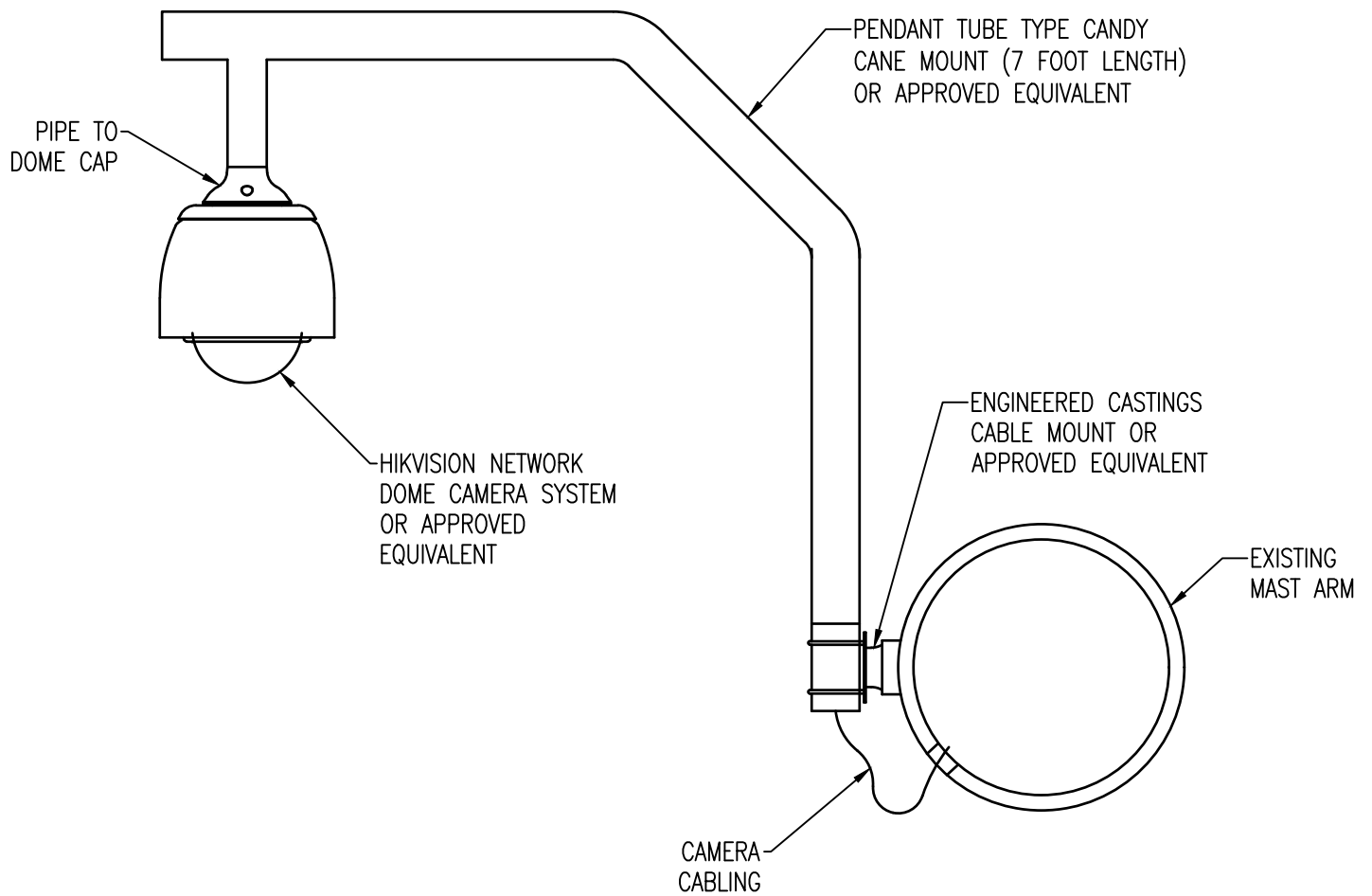
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

EDGE LIT SIGN

DETAIL

R-171

DATE: 12/03/19



NOTES:

1. CAMERA SYSTEM COMPONENTS AND INSTALLATION ON MAST ARM SHALL BE APPROVED BY COUNTY ENGINEER.
2. CCTV CABINETS, FIBER OPTIC PULL BOXES, AND CONDUIT INSTALLATION SHALL BE PER COUNTY STANDARDS.



MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

CCTV (MAST ARM MOUNT)

DETAIL

R-180A

DATE: 12/03/19

BOSCH LTC 9230/00 PARAPET
MOUNT OR APPROVED EQUIVALENT

PIPE TO
DOME CAP

HIKVISION NETWORK
DOME CAMERA SYSTEM
OR APPROVED
EQUIVALENT

EXISTING CONCRETE
STRAIN POLE

APPROVED
BAND MOUNT

SERVICE HEAD

CAMERA CABLING
(SECURE TO POLE)

2" RIGID GALVANIZED
CONDUIT TO BE
INSTALLED

NOTES:

1. CAMERA SYSTEM COMPONENTS AND INSTALLATION ON MAST ARM SHALL BE APPROVED BY COUNTY ENGINEER.
2. CCTV CABINETS, FIBER OPTIC PULL BOXES, AND CONDUIT INSTALLATION SHALL BE PER COUNTY STANDARDS.



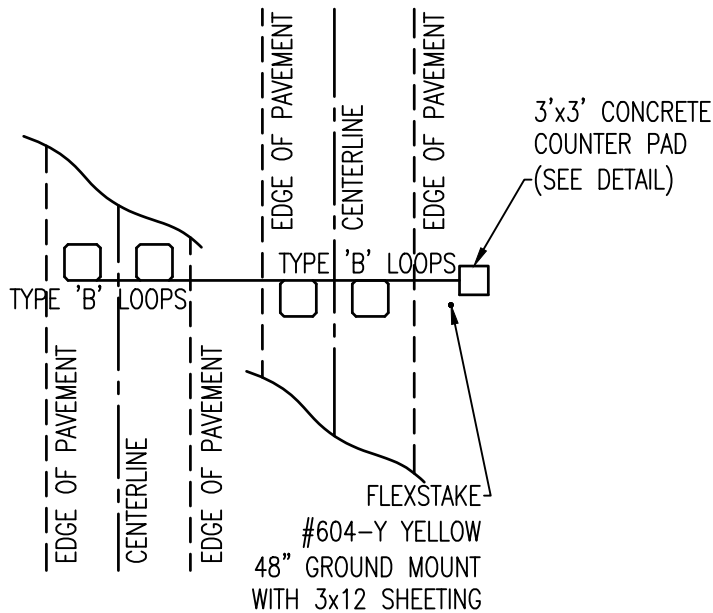
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

CCTV (CONCRETE POLE MOUNT)

DETAIL

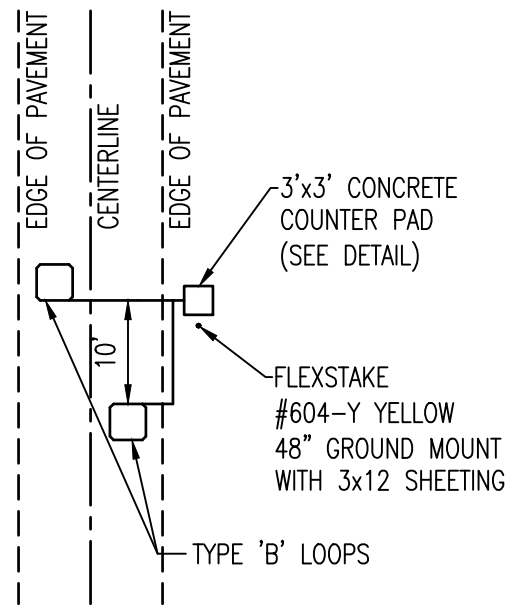
R-180B

DATE: 12/03/19

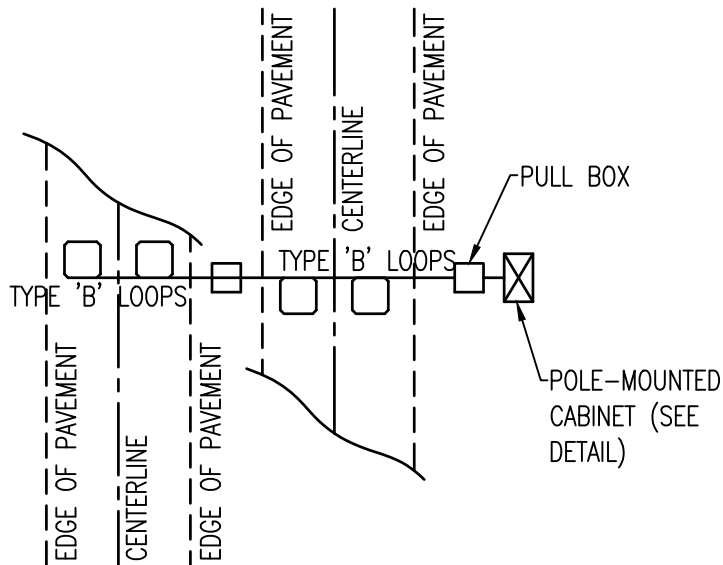


MULTI-LANE LAYOUT

SEMI-PERMANENT

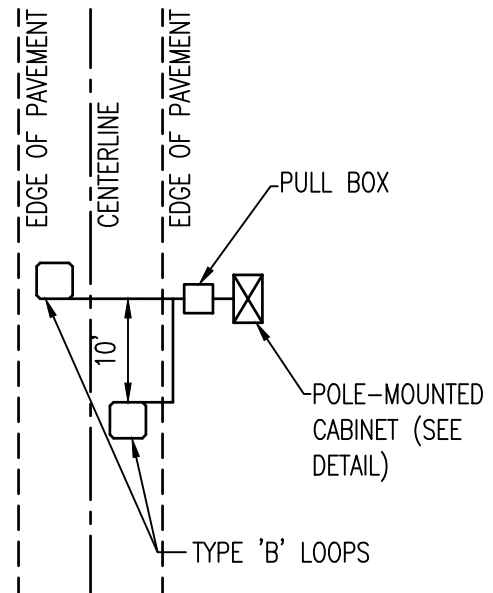


2-LANE LAYOUT



MULTI-LANE LAYOUT

PERMANENT



2-LANE LAYOUT

NOTES:

1. INSTALLATION LOCATION SHALL BE APPROVED BY COUNTY TRAFFIC DIVISION.
2. THE MAINTAINING AGENCY IS MARTIN COUNTY. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL PLAN THROUGH WORK ZONES IN ACCORDANCE WITH THE LATEST EDITION OF THE FDOT STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM (600 SERIES INDEX NUMBERS).
3. COMPONENTS FOR INSTALLATION SHALL BE APPROVED BY COUNTY TRAFFIC DIVISION.
4. THE CONTRACTOR SHALL NOTIFY THE COUNTY TRAFFIC DIVISION (772) 288-5528 AT LEAST 48 HOURS IN ADVANCE OF WORK BEING STARTED ON THE PROJECT.



MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

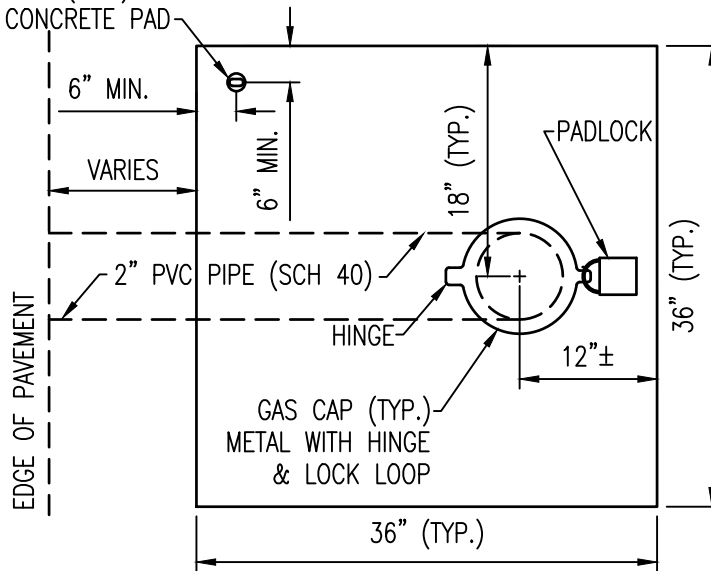
TRAFFIC MONITORING SITE (LAYOUT)

DETAIL

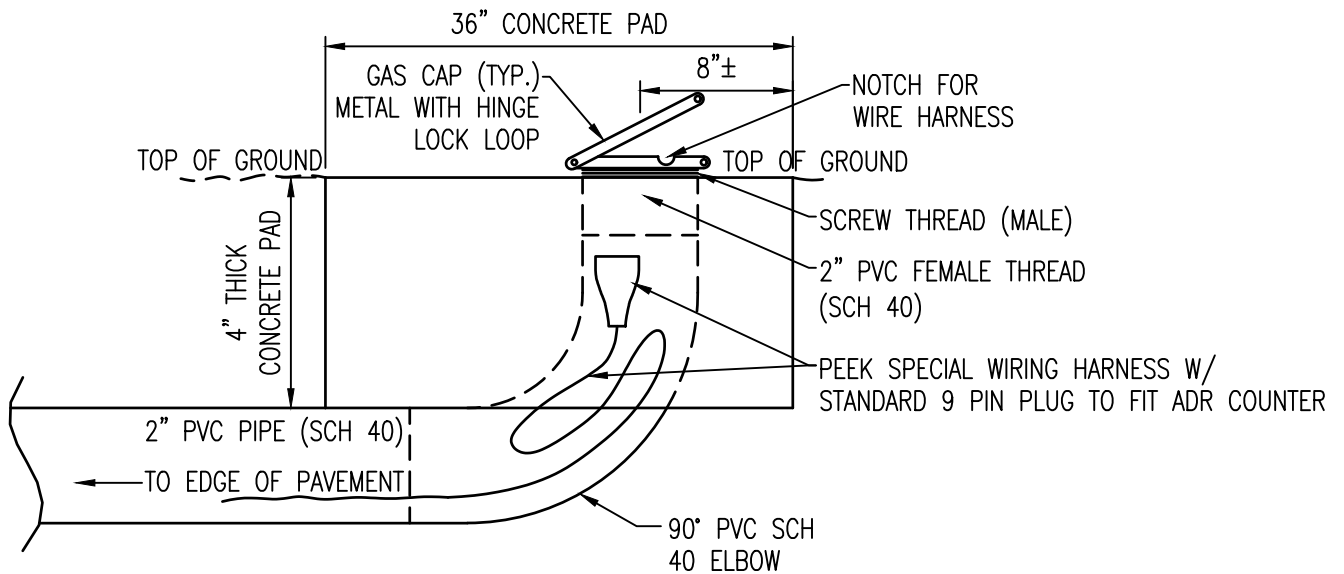
R-190A

DATE: 12/03/19

HEAVY DUTY ANCHOR HINGE (TYP.) TO
CHAIN COUNTER TO CONCRETE PAD



TOP VIEW



SIDE VIEW



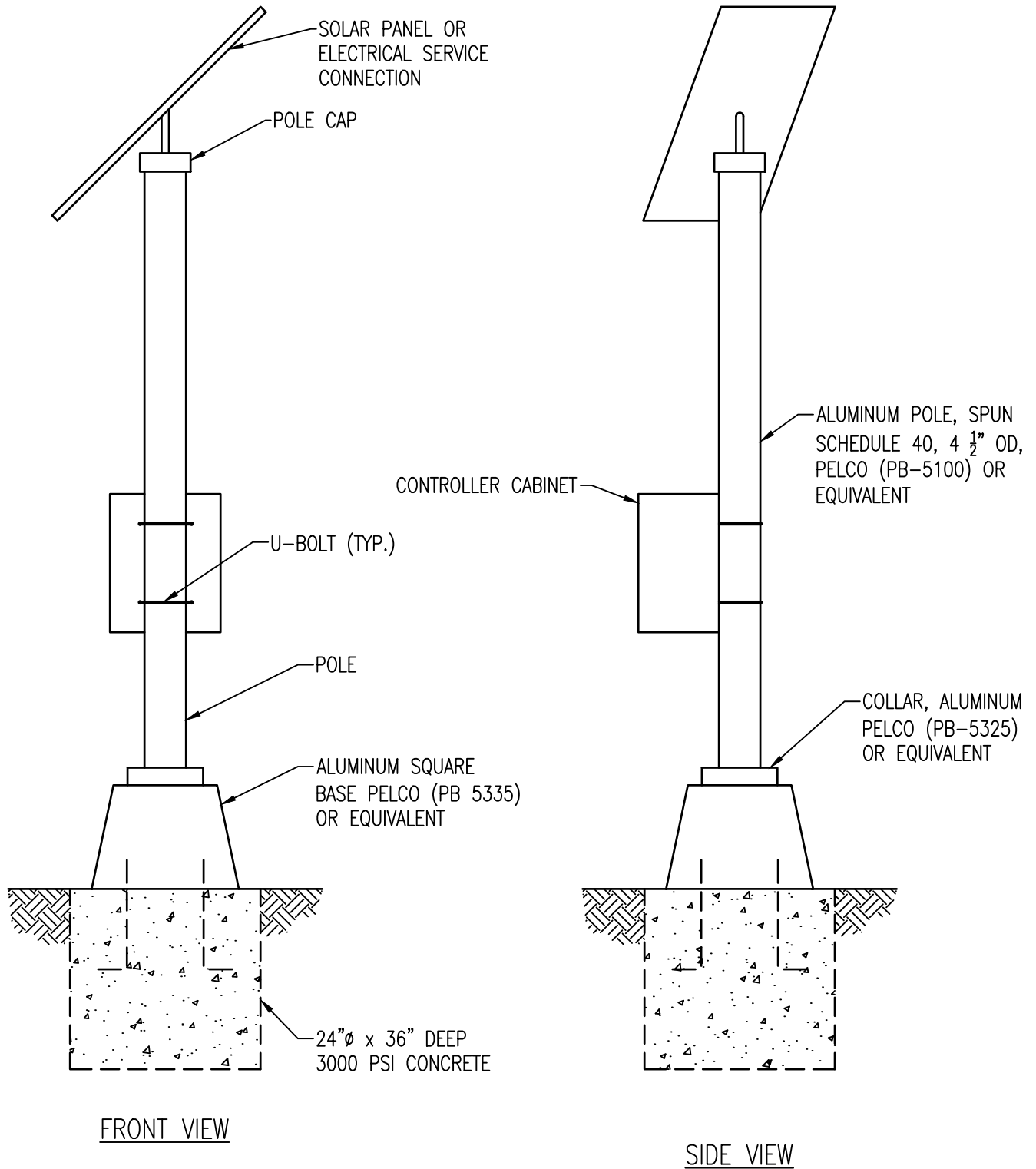
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

TRAFFIC MONITORING SITE (COUNTER PAD)

DETAIL

R-190B

DATE: 12/03/19



NOTES:

1. ALL FASTENERS TO BE STAINLESS STEEL.



MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

TRAFFIC MONITORING SITE (POLE-MOUNTED CABINET)

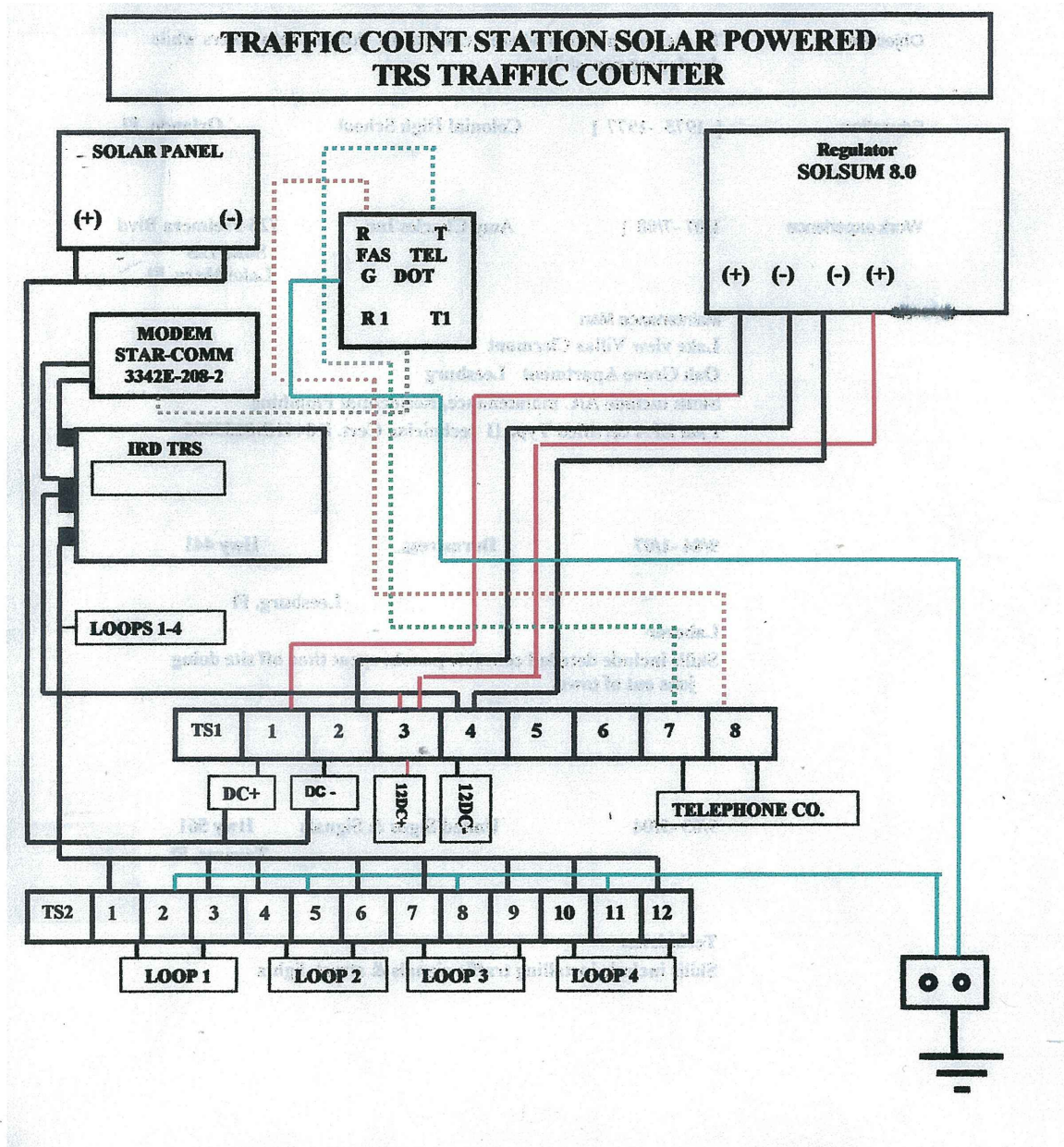
DETAIL

R-190C

DATE: 12/03/19

PERMANENT POLE-MOUNTED TRAFFIC MONITORING SITE ASSEMBLY NOTES:

1. POLE-MOUNTED CABINET TO BE TYPE II 27"H X 15"W X 12"D WITH 3 POINT LATCHING, ONE FIXED SHELF, RAIN HOOD, SURGE ARRESTORS ON ALL INPUTS, AND COMPLETELY WIRED FOR SPECIFIED TRAFFIC COUNTER.
2. SOLAR PANEL TO HAVE A MINIMUM OUTPUT OF 20 WATTS.
3. MODEM MUST HAVE LOW POWER CONSUMPTION, BE DESIGNED FOR SOLAR POWER APPLICATIONS, AND BE COMPATIBLE WITH INTERNATIONAL ROAD DYNAMICS (I.R.D.) TRS TRAFFIC COUNTER AND ROAD REPORTER SOFTWARE.
4. TRAFFIC COUNTER SHALL BE IRD TRS ORT/8L WITH 12V DC POWER OUT OPTION AND MS CONNECTORS.
5. TRAFFIC COUNTER TO BE COMPATIBLE WITH I.R.D. ROAD REPORTER SOFTWARE.



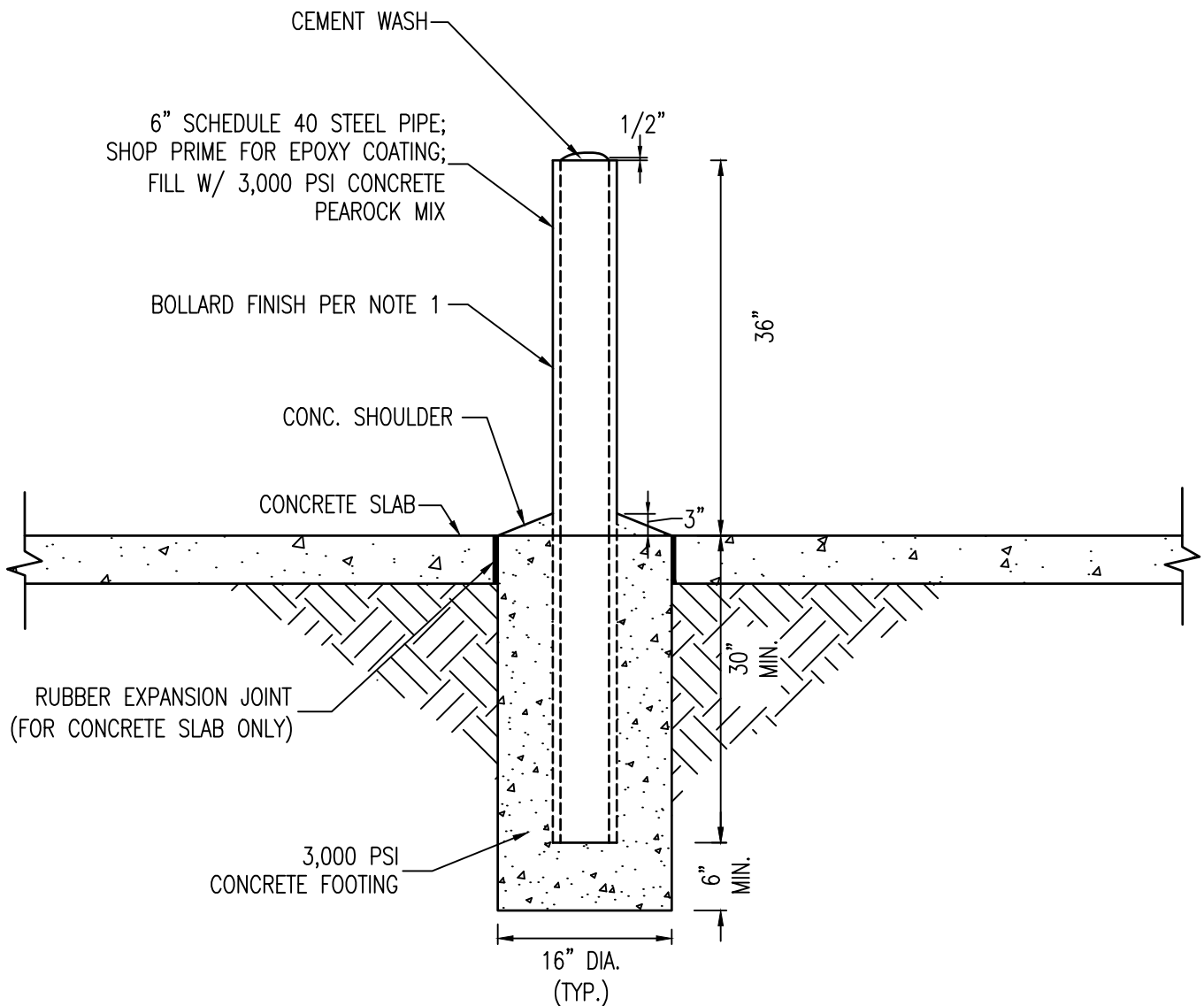
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

TRAFFIC MONITORING SITE (POLE-MOUNTED CABINET)

DETAIL

R-190D

DATE: 12/03/19



NOTE:

1. BOLLARD FINISH SHALL HAVE A PVC COVER OR ENAMEL PAINT. COLOR SHALL BE "SAFETY YELLOW" WITH A MINIMUM OF TWO (2) RETROREFLECTIVE BANDS.



MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

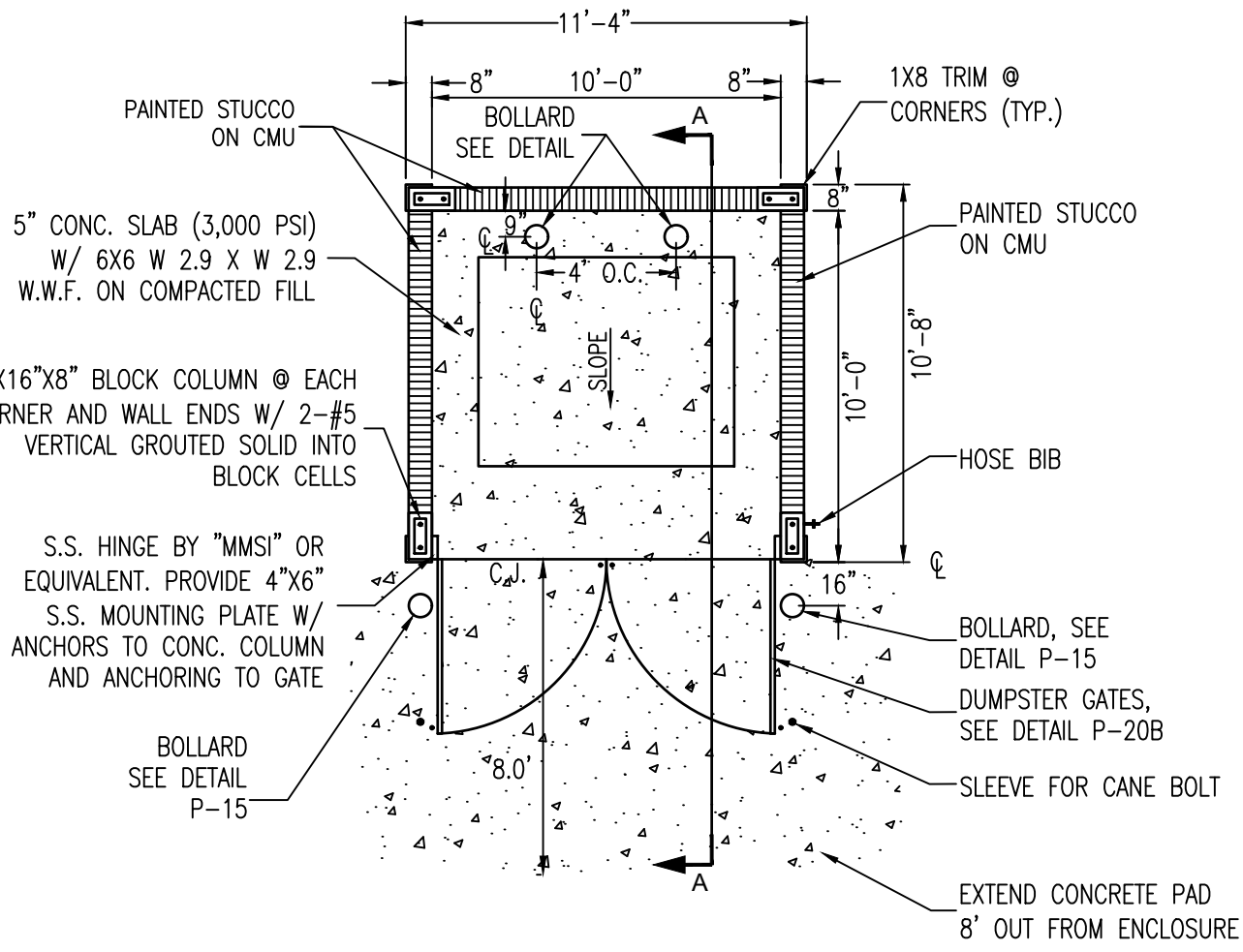
FIXED BOLLARD

DETAIL

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P-15

DATE: 12/03/19



PLAN VIEW
N.T.S.

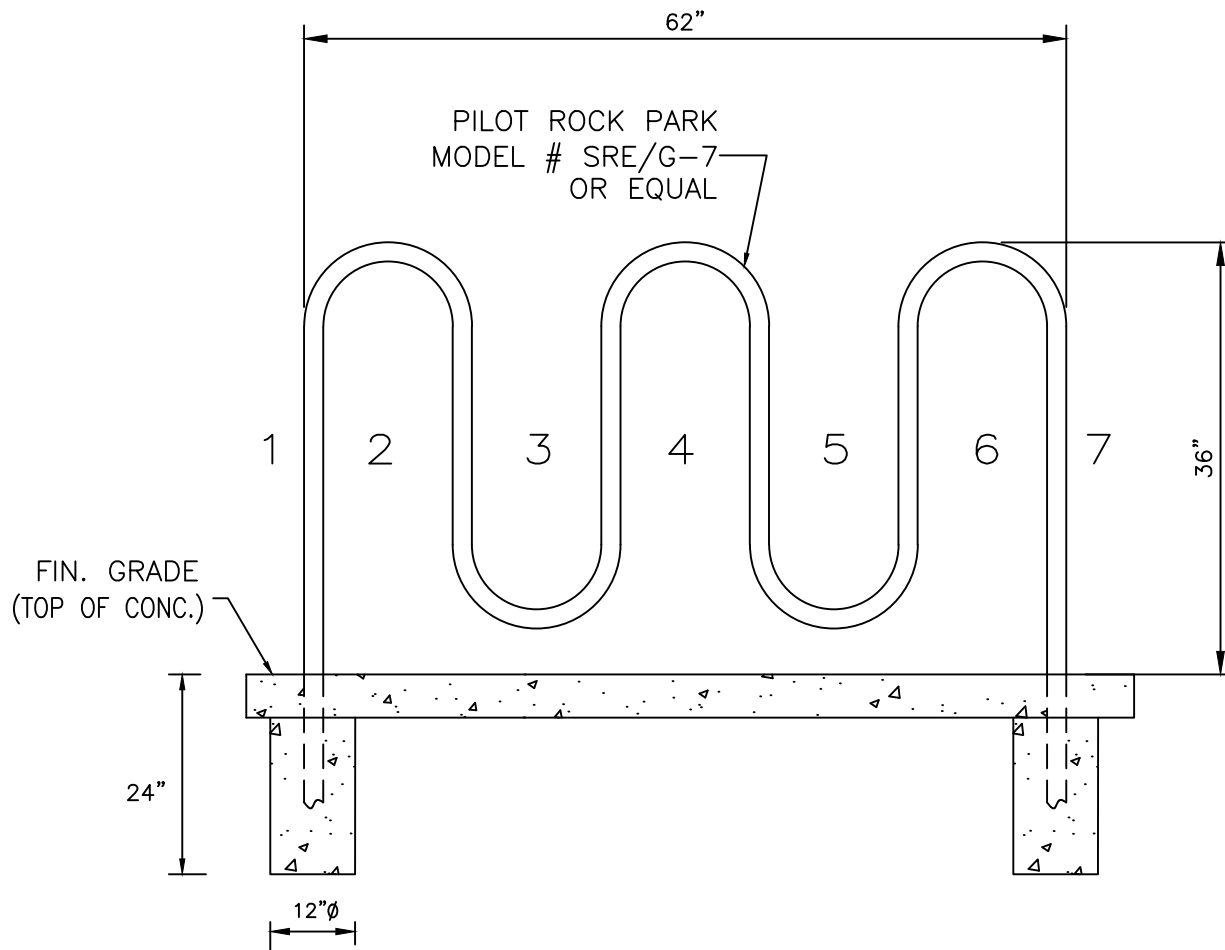


MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

DUMPSTER ENCLOSURE

DETAIL
P-20A

DATE: 12/03/19



NOTES:

1. BIKE RACK SHALL BE EMBEDDED A INTO A 24" DEEP, 12" DIAMETER CONCRETE FOOTER



MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

BICYCLE RACK

DETAIL

P-30

DATE: 12/03/19

ALUMINUM SIGN
WITH VANDAL
PROOF BOLTS

2"

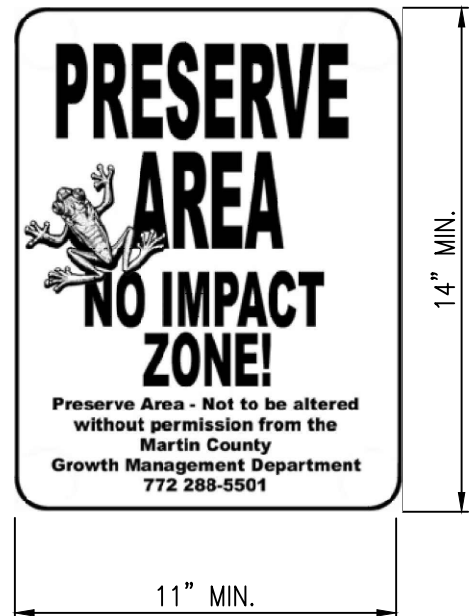
ALUMINUM CAP

2"x2" ALUMINUM POST
PAINTED BLACK

FINISHED GRADE

4'-0"

2'-0"



NOTE: SIGNS TO BE INSTALLED AT A FREQUENCY OF ONE EVERY 500 FEET ON CENTER AT MINIMUM; HOWEVER ONE SIGN EVERY 200 FOOT ON CENTER IS RECOMMENDED.

NOTES:

1. THE STRUCTURAL INTEGRITY OF THE SIGNS SHALL BE THE RESPONSIBILITY OF THE SIGN MANUFACTURER.
2. THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR FABRICATION.
3. FASTENERS AND ATTACHMENTS SHALL BE NON-CORROSIVE AND NON-CONDUCTIVE AND INSULATED WHEN JOINING NON-COMPATIBLE MATERIALS.
4. COLORS SHALL BE SELECTED BY THE OWNER.
5. ALL SIGNS AND COMPONENTS SHALL BE OF TOP QUALITY WORKMANSHIP AND MATERIALS, AND BE FREE OF DEFECTS. DEFECTIVE IS DEFINED TO INCLUDE DELAMINATION, ABNORMAL DETERIORATION, FADING AND DISCOLORATION, WEATHERING, FAILURE OF SECURING TO SUBSTRATES, CRACKING, CORROSION, OR COATING DAMAGE, OR VISIBLE SCRATCHES ON THE SURFACE.
6. SIGNAGE SHALL NOT BEAR MANUFACTURER'S CODE OR OTHER IDENTIFYING MARKS ON ANY AREA OR PART WHICH MAY BE VISIBLE TO THE NORMAL POSITION, ATTITUDE, OR USE OF THE SIGN ITEM.
7. PROVIDE SCALED DRAWINGS OF ALL ELEMENTS AND ACTUAL PAINTED SAMPLES OF ALL MATERIALS FOR APPROVAL.
8. ALL SIGNS SHALL BE CONSTRUCTED OF VANDAL-RESISTANT CONSTRUCTION MATERIALS, METHODS, AND ATTACHMENTS.



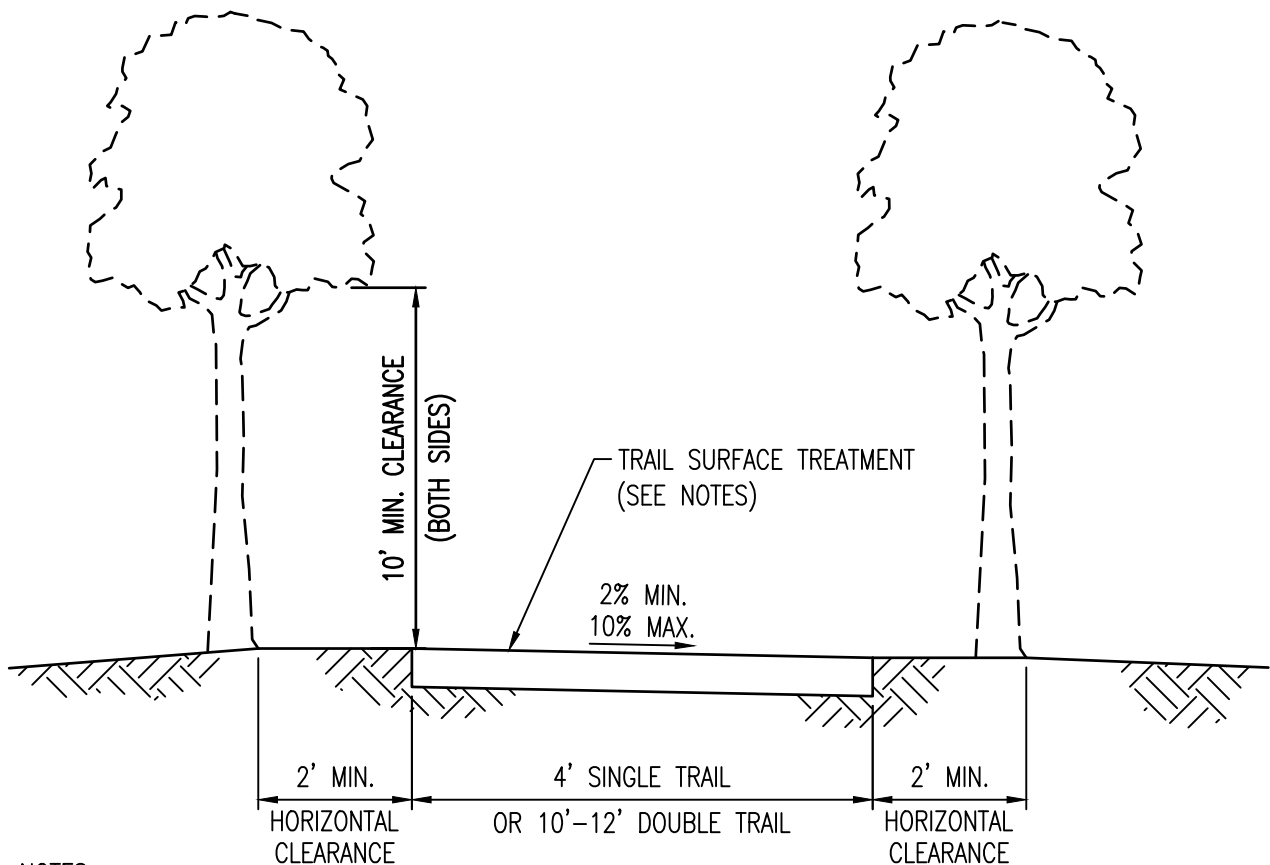
MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

PRESERVE AREA SIGN

DETAIL

P-40

DATE: 12/03/19



GENERAL NOTES:

1. ACCEPTABLE SURFACE TREATMENTS FOR EQUESTRIAN TRAILS INCLUDE SEED & MULCH, CRUSHED COQUINA, OR NATURAL EARTH.
2. CLEARANCE FROM VEGETATION & OBSTRUCTIONS SHALL BE 2 FEET ON EACH SIDE OF THE TRAIL.
3. A VERTICAL CLEARANCE OF 10' MINIMUM FROM VEGETATION & OBSTRUCTIONS SHALL BE MAINTAINED.
4. ALL REPAIR, REPLACEMENT, AND BROKEN GLASS REMOVAL SHALL BE PERFORMED AS SOON AS POSSIBLE.

SPECIFIC TRAILS CRITERIA FOR MAINTAINING AGENCY

1. MILD TRAILS
 - A. SURFACES ARE HARD (PAVED OR WOODEN); POTHOLES, ROOT DAMAGES, EROSION, & WASHOUTS ARE REPAIRED.
 - B. THERE IS NO TREE OR SHRUB ENCROACHMENT.
 - C. MISSING AND/OR DAMAGED SIGNS ARE REPLACED/REPAIRED.
 - D. LITTER IS COLLECTED WEEKLY; BROKEN GLASS IS REMOVED.
2. MEDIUM TRAILS
 - A. SURFACES HAVE MINIMAL TRIP FACTORS.
 - B. MULCH OR SHELL ROCK IS ADEQUATE.
 - C. THERE IS MINIMAL TREE OR SHRUB ENCROACHMENT.
 - D. EROSION AND/OR WASHOUTS ARE REPAIRED.
 - E. MISSING AND/OR DAMAGED SIGNS ARE REPLACED/REPAIRED.
 - F. LITTER IS COLLECTED AT LEAST TWICE WEEKLY; BROKEN GLASS IS REMOVED.
3. AGGRESSIVE TRAILS
 - A. SURFACES ARE NATURAL
 - B. TREE AND SHRUB ENCROACHMENT ARE LEFT NATURAL.
 - C. EROSION IS LEFT NATURAL BUT SHOULD NOT INTERFERE WITH TRAIL UTILIZATION.
 - D. MISSING AND/OR DAMAGED SIGNS ARE REPLACED/REPAIRED.
 - E. LITTER IS COLLECTED AT LEAST TWICE MONTHLY; BROKEN GLASS IS REMOVED.



MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

EQUESTRIAN TRAIL

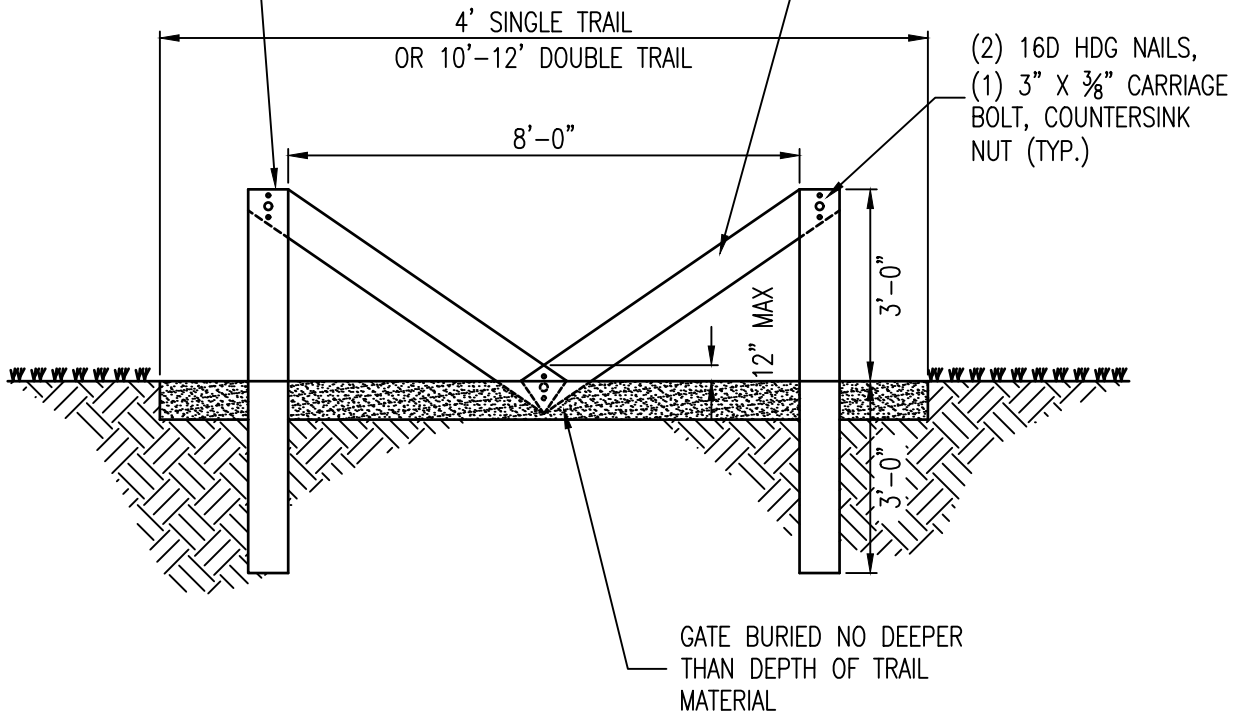
DETAIL

P-50

DATE: 12/03/19

6" X 6" PRESSURE-TREATED SOUTHERN YELLOW PINE #2 GRADE GROUND CONTACT 0.60 PER CUBIC FT. RETENTION

2" X 8" PRESSURE-TREATED SOUTHERN YELLOW PINE #1 GRADE GROUND CONTACT 0.60 PER CUBIC FT. RETENTION



NOTES:

1. ALL HARDWARE SHALL BE HOT-DIPPED GALVANIZED (HDG).
2. DO NOT CUT OR GRIND HARDWARE.
3. BOLTS SHALL NOT PROJECT BEYOND FACE OF POST.
4. PRESSURE TREATMENT SHALL BE ALKALINE COPPER QUAT (ACQ).



MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

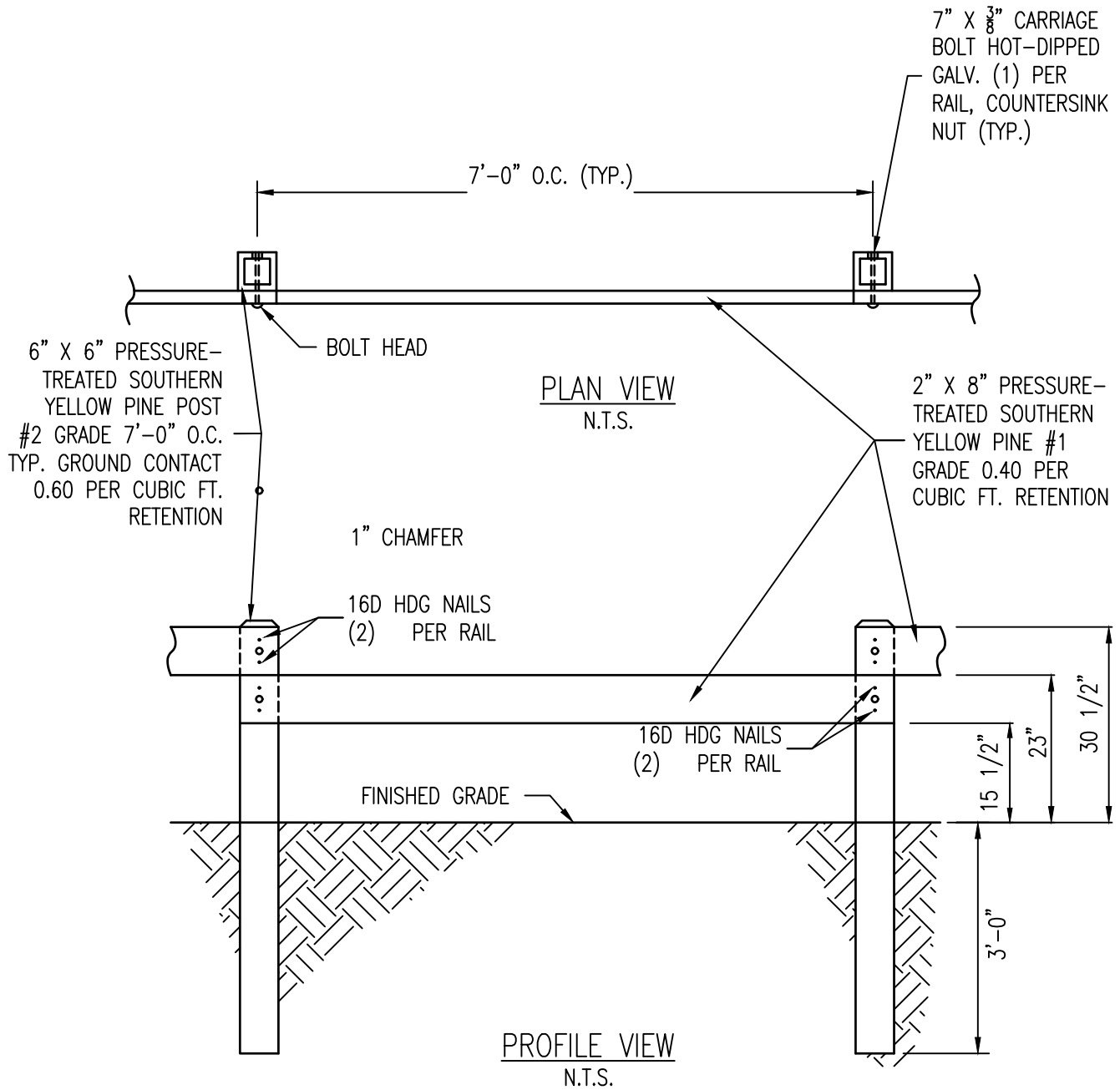
EQUESTRIAN TRAIL - "V" GATE

DETAIL

P-51

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DATE: 12/03/19



NOTES:

1. ALL HARDWARE SHALL BE HOT-DIPPED GALVANIZED (HDG).
2. DO NOT CUT OR GRIND HARDWARE.
3. BOLTS SHALL NOT PROJECT BEYOND FACE OF POST.
4. PRESSURE TREATMENT SHALL BE ALKALINE COPPER QUAT (ACQ).



MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

POST AND RAIL FENCE

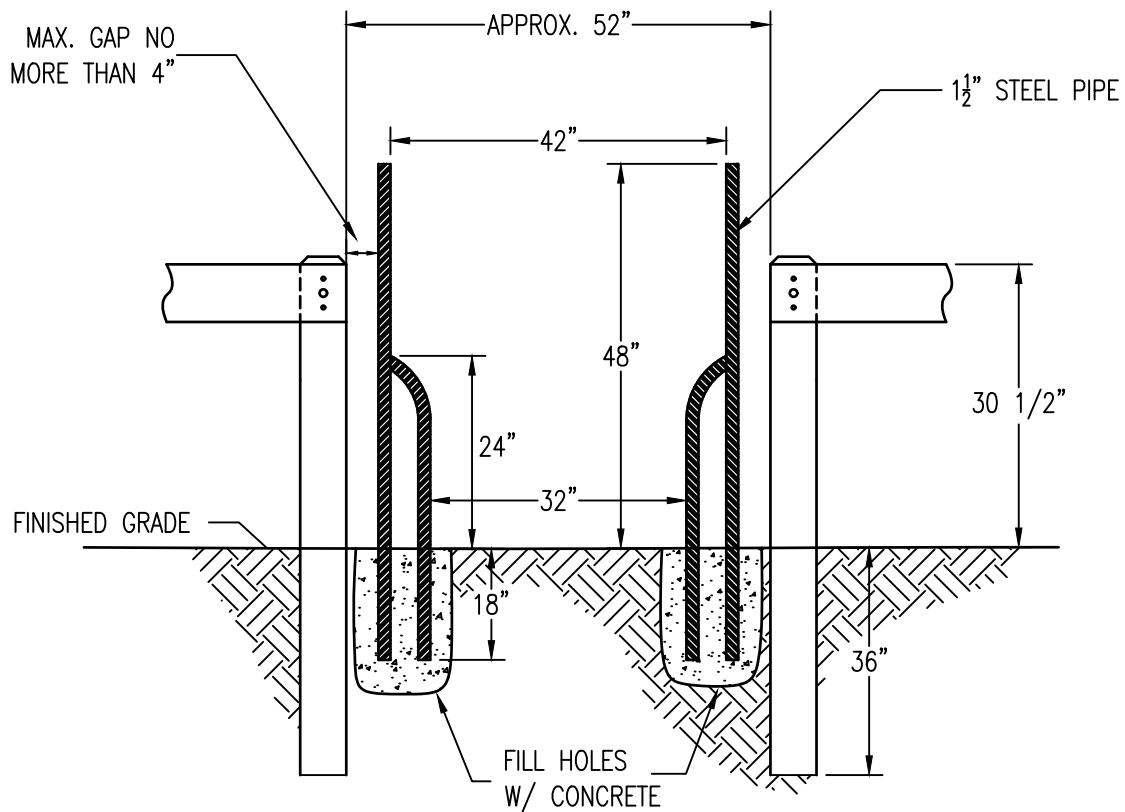
DETAIL

P-60

DATE: 12/03/19

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DATE: 12/03/19



PROFILE VIEW
N.T.S.

NOTES:

1. THE 32" INSIDE WIDTH IS CRITICAL FOR SAFETY AND A.D.A. REQUIREMENTS.
2. USE ASTM A53 1 1/2" SCHEDULE 40 STEEL PIPE (1.9" O.D. X .145 WALL).
3. THE PRODUCT SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION AND THEN HAND FILED TO REMOVE GALVANIZING FLASH.
4. 3,000 PSI CONCRETE OR 2-3 BAGS "SAKRETE" MIX PER HOLE.



MARTIN COUNTY PUBLIC WORKS - STANDARD DETAILS

POST AND RAIL FENCE - FENCE OPENING

DETAIL

P-62

DATE: 12/03/19



Agenda Item Summary

File ID: 20-0124

CNST-8

Meeting Date: 12/3/2019

PLACEMENT: Consent

TITLE:

REQUEST THAT MARTIN COUNTY AUTHORIZE THE PUBLIC WORKS DIRECTOR TO SIGN PART VIII - CERTIFICATION OF WILLING MANAGER(S) FOR THE MARTIN METROPOLITAN PLANNING ORGANIZATION'S SHARED-USE NON-MOTORIZED (SUN) TRAIL PROGRAM REQUEST FOR FUNDING

EXECUTIVE SUMMARY:

Part VIII - Certification of Willing Manager(s) of the Martin Metropolitan Planning Organization (MPO) Shared-Use Non-motorized (SUN) Trail Program Request for Funding for the East Coast Greenway requires a signature from a non-FDOT governmental entity committed to providing regularly scheduled maintenance activities for the project (long-term trail manager).

DEPARTMENT: Public Works

PREPARED BY: **Name:** Terry Rauth
Title: Public Works Director

REQUESTED BY: Terry Rauth, Public Works Director

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

On October 21, 2019, the Martin MPO executed Resolution 20-03 to submit a Shared-Use Non-motorized (SUN) Trail Program Request for Funding for a shared-use path along the Dixie Highway corridor between SE Grafton Avenue and NW Wright Boulevard that will serve as a segment of the East Coast Greenway (ECG). The ECG is a 3,000-mile route for biking, walking, and other active means from Maine to the Florida Keys and is a Priority Trail identified on the SUN Trail Network. The Martin MPO is coordinating with Martin County, the City of Stuart and the Florida Department of Transportation (FDOT) to provide information for application submittal. As part of Part VIII - Certification of Willing Manager(s) of the application process, SUN Trail funded projects require a non-FDOT governmental entity formally committed to providing regularly scheduled maintenance activities of the project (long-term trail manager).

The first phase of the project development, the feasibility study and corridor planning, would analyze the extension of the ECG and assist in determining required alignment, bridges, elevated walkways, utility, drainage and residing business and neighborhood impacts.

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The managing entity will be responsible for the day-to day upkeep and daily operation; protection for trail users; they will reduce safety hazards that occur; and they will ensure a quality level of service is maintained on the facility.

In future phases, Martin County and/or the City of Stuart, depending upon the ownership of rights-of-way, will enter into a Maintenance of Memorandum of Agreement with the FDOT for the project prior to the completion of design, or at the time of programming funding for a later project phase.

The Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program Request for Funding deadline for submittal is December 20, 2019.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

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

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board authorize the Public Works Director to sign Part VIII - Certification of Willing Manager(s) for the Martin MPO Shared-Use Nonmotorized (SUN) Trail Program Request for Funding.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and direct staff.

FISCAL IMPACT:

RECOMMENDATION

None

| Funding Source | County Funds | Non-County Funds |
|----------------|--------------|------------------|
| | | |
| | | |
| | | |
| Subtotal | | |
| Project Total | | |

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

- ☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution
☒ Other: Part VII - Certification of Willing Manager(s)

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SUN Trail program funding is limited to geographic areas within the SUN Trail network, the provisions of Section 339.81, Florida Statutes, the Florida Department of Financial Services Catalog of State Financial Assistance Number 55.038, and the Florida Department of Transportation (FDOT) Work Program Instructions Part III: Trails.

PART I – APPLICANT INFORMATION

1. Type of Applicant (select one):
 - Municipality/County Government
 - State Agency
 - Federal Agency
 - Recognized Tribal Government
 - Metropolitan/Transportation Planning Organization/Agency (MPO)
2. Name and job title and office of the person who will be in direct contact with FDOT for this project:
3. Agency of the person who will be in direct contact with FDOT for this project:
4. Email of the person who will be in direct contact with FDOT for this project:
5. Telephone Number of the person who will be in direct contact with FDOT for this project:

PART II – PROJECT OVERVIEW

1. Project Name:
2. Municipality where the project is located:
3. County where the project is located:
4. FDOT district number where the project is located:
5. Boundary of the project proposed for SUN Trail funding (give the address or nearest cross streets, municipality, and zip code):
 - a. Termini Begin:
 - b. Termini End:
6. Who is the landowner of the proposed project location?
 - The location of this project is entirely on FDOT right-of-way.
 - The location of this project is entirely on non-FDOT publicly-owned right-of-way.
 - The location of this project is on both FDOT and non-FDOT, publicly-owned right-of-way.
 - Parcels within this project boundary are privately owned, the acquisition of right-of-way must occur.
7. Total length of this project proposed for SUN Trail funding:

Regional Trail System and Individual Trail projects **must meet all eligibility criteria** to receive funding consideration by the SUN Trail program. “Requests for Funding” without the required information are ineligible and will not receive funding consideration.

PART III – ELIGIBILITY CRITERIA

1. Funding is limited to geographic areas within the SUN Trail network. Will the project be developed as a paved multi-use trail within the SUN Trail network?
Yes No
 - a. Provide an aerial location map illustrating the project boundary and project limits.
 - b. Provide a map illustrating the project location within the SUN Trail network.
 - c. Provide the project typical section (this should be a pdf of the typical section schematic depicting existing and proposed features, dimensions, and right-of-way lines).
2. Funding is limited to projects prioritized by the applicable authority. If the project is within a boundary of a Metropolitan/Transportation Planning Organization/Agency (MPO), it must be prioritized by the MPO. Projects outside of an MPO boundary must be identified as a priority of the county (inclusive of their municipalities), tribal government, federal or state agency. Is the project a priority of the applicable authority?
Yes No
 - a. Indicate the priority number of the project:
 - b. Provide the prioritization list.
 - c. Complete Part VII (CERTIFICATION OF PROJECT PRIORITIZATION).
3. Has a non-FDOT governmental entity formally committed to operation and maintenance of the project (long-term trail manager)?
Yes No
 - a. Complete Part VIII (CERTIFICATION OF WILLING MANAGER).
4. Is the project consistent with the applicable comprehensive plan(s), transportation plan(s), or the long-term management plan(s)?
Yes No
 - a. Indicate the type of plan(s), applicable page number(s) and date(s) of adoption:
 - b. Provide documentation of applicable project concurrency information [e.g. supporting resolution(s), excerpt from comprehensive plan(s), transportation plan(s), unit management plans, etc.].

DO NOT PROCEED TO PART IV IF PROJECT RESULTED IN A “NO” RESPONSE IN PART III.

PART IV – PROJECT DETAILS

1. Project Tier:
 - a. Is the project within the Coast to Coast Trail (C2C)?
Yes No
 - b. Is the project within the St. Johns River-to-Sea Loop (SJR2C)?
Yes No
 - c. Is the project an Individual Trail segment?
Yes No
2. Will the project be developed as a 12-foot-wide asphalt trail?
Yes No
3. Briefly describe the scope and proposed route of the project (1000-character limit):
4. Have earlier phase(s) of this project been completed? If not, select “no” and continue to Question 5.
Yes No
 - a. Select all project phases that were previously funded, indicate the funding year and completion date (or anticipated completion date for the funded phase).
Feasibility Study
Project Development & Environment (PDE)
Preliminary Engineering/Design (PE)
Acquisition of right-of-way (ROW)
Construction (CON)* only select for reconstruction/maintenance projects
 - b. Have federal funds been used in the project boundary?
Yes No
 - c. As applicable, indicate the source of the federal allocation(s).
 - d. Have FDOT funds been used in the project boundary?
Yes No
 - e. As applicable, indicate FDOT financial management number(s).
5. Indicate the **proposed** method of performing and administering this project:
Project to be locally administered (non-FDOT administered).
Project to be administered by FDOT.

Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program

Request for Funding



A responsible estimate of the project costs is required prior to adoption in the Department's Five-Year Work Program. Use Present Day Cost values. Projects must follow appropriate design criteria and meet Americans with Disabilities Act requirements. Fill out summary of proposed timeline and funding new needs, then complete Engineer's Cost Estimate spreadsheet and provide it with the "Funding Request".

PART V – PROJECT COSTS

1. Funding Phase(s) requested:

Feasibility Study (FS) – FDOT Work Program Fund Code: 1x

Project Development & Environment Study (PDE) – FDOT Work Program Fund Code: 2x

Preliminary Engineering/Design (PE) – FDOT Work Program Fund Code: 3x

Acquisition of right-of-way (ROW) – FDOT Work Program Fund Code: 4x

Construction (CON) – FDOT Work Program Fund Code: 5x

Construction Engineering & Inspection Activities (CEI) – FDOT Work Program Fund Code: 6x

2. Summary of proposed timeline and funding needs:

| PHASE | PROPOSED YEAR(S) | AMOUNT(S) REQUESTED | MATCHING FUNDS | TOTAL PROJECT COSTS | SOURCE(S) OF OTHER FUNDS |
|--------------|------------------|---------------------|----------------|---------------------|--------------------------|
| FS | | | | | |
| PDE | | | | | |
| PE | | | | | |
| ROW | | | | | |
| CON | | | | | |
| CEI | | | | | |
| TOTAL | | | | | |

3. Provide the [Excel Engineer's Cost Estimate spreadsheet](#). Estimates shall be broken down to eligible and non-eligible project costs. **Estimates are to be prepared and signed by a Professional Engineer from Agency's Engineering Office.**

Use the following links to access the basis of estimates manual, as well as historical cost information, and the Reference Guide for State Expenditures for the project area:

[Basis of Estimates Manual](#)

[Historical Cost Information](#)

[Reference Guide for State Expenditures](#)

Projects are not required to meet all of the following selection criteria, a numerical ranking will not be calculated, projects with the greatest strengths will advance more quickly.

PART VI – SELECTION CRITERIA

1. Does the project enhance the safety of bicyclists, pedestrians, and motorists?

Yes No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

Project includes a safety element.

The location of the project is within a hazardous biking/walking zone or in an area with significant numbers of safety concerns.

Project implements a bicycle and pedestrian safety action plan. Give the name of the plan and date of adoption.

Other (list)

Briefly describe how the project enhances the safety of bicyclists, pedestrians and motorists. (1000-character limit):

2. Is the project recognized as having regional, state, or national importance?

Yes No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

Project is a part of a Regional Trail System prioritized by the Florida Greenways and Trails Council.

Project is a part of a National Recreational Trail, East Coast Greenway or a trail that has other national importance.

Project implements an adopted regional bicycle, pedestrian, or trail master plan. Give the name of the regional plan(s).

Other (list)

Briefly describe how the project is recognized as having regional, state, or national importance (1000-character limit):

Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program

Request for Funding



3. Is there a non-SUN Trail financial contribution (match dollars) committed to this specific project being proposed for SUN Trail funding (select the most appropriate response)?

Funds are leveraged by multiple public/private sources of investments dedicated to this specific project segment (e.g. federal, state, local, non-profit, private landowner contributions).

If yes, what is the total percentage of match?

What are the sources?

Funds are leveraged by at least one more public/private source of investment dedicated to this specific project segment.

If yes, what is the total percentage of match?

What is the source?

Funds are not leveraged by public/private sources of investments dedicated to this specific trail segment (matching funds are not available for this project).

4. Does the project blend transportation modes by completing, improving, or enhancing existing facilities?

Yes No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

Project implements Complete Streets goals and initiatives.

Project implements Safe Routes to Schools goals and initiatives.

Project provides a direct connection to regional transit systems (e.g. rail stations, express or local bus routes).

Project is in a designated multi-modal district.

Project has the potential to reduce vehicular congestion.

Project improves access in a Bicycle Friendly Community or Bicycle Friendly University, as designated by the League of American Bicyclists. If yes, indicate the name of the designated community or university:

Project improves access in a Walk Friendly Community, as designated by the Pedestrian and Bicycle Information Center. If yes, indicate the name of the designated community:

Other (list)

Briefly describe how the project blends transportation modes (1000-character limit):

Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program

Request for Funding



5. If proposing construction funding, select the most appropriate response:

Project is ready for immediate construction and all pre-construction phases are complete.

Project is capable of near-term development; the design is nearly complete and permitting is underway.

The Project Development and Environment Study (PDE) is complete/nearly complete.

None of the above statements are true.

6. Does the project have documented public support?

Yes No

If yes, select from the following and briefly explain how the project meets the selection criteria.

The greater community supports the project as demonstrated by recently adopted proclamations or resolutions expressing commitment. Give the resolution number, adopted date and participating parties.

Demonstration of public support is consistent across multiple entities representing the greater community rather than a select few interest groups. Briefly explain. (100-character limit):

Recent community surveys indicate both need and support for the project. Briefly explain. (100-character limit):

An advertised public meeting for discussing the project occurred. Give the date and type of meeting.

Other (list)

7. Does the project have a significant immediate impact to the quality of life by enhancing economic opportunities and providing connectivity to destinations?

Yes No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

The project connects to or through federal, state, or local conservation/recreation areas. List public lands.

The project connects people to jobs, businesses, or civic resources.

The project is along or connects to a Florida Scenic Highway. List the Scenic Highway(s).

The project is within a Florida Trail Town as designated by the Florida Department of Environmental Protection.

The project is part of a public/private partnership where developers, linear corridor owners, small businesses, corporations, foundations, or private sector partners are directly supporting the project.

The project is within a Rural Economic Development Initiative (REDI) Community defined pursuant to Section 288.0656, Florida Statutes. List the REDI area.

The project is within a Rural Area of Opportunity (RAO) defined pursuant to Section 288.0656, Florida Statutes. List the RAO Area.

Other (list)

8. Does the project enhance or preserve environmental resources?

Yes No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

The project's environmental impact assessment or statement did not identify specific issues.

The project's environmental approval and permitting process is complete.

The project restores or mitigates impacts of environmental degradation.

The project incorporates water quality or drainage improvements.

The project incorporates conservation initiatives to restore/maintain connectivity by reducing vehicle-caused wildlife mortality.

The project ensures the Florida Ecological Greenway Network (FEGN) maximizes protection of high priority linkages; the project is within a Priority 1 or 2 Critical Linkage as identified by the FEGN.

Briefly describe how the project enhances or preserves environmental resources. (1000-character limit):

9. Does the project facilitate a system of interconnected trails by closing a gap in the SUN Trail Network?

Yes No

If yes, how many miles of connected trail, open to the public will be available once this specific project is complete?

List the trail names:

10. The project includes cost-saving elements.

Yes No

If yes, briefly describe the potential for overall cost savings for completing this project in conjunction with another project (e.g. new/resurfacing roadway, redevelopment/new development project, trail phase/extending trail project). Provide the other project(s) scope and schedule, the funding source, the funding year, and if funding is through FDOT, provide the Financial Management Number. (1000-character limit):

PART VII – CERTIFICATION OF PROJECT PRIORITIZATION

1. For projects within a MPO boundary, complete the following information. If the project is outside of a MPO boundary, continue to Part VII, question #2.

Name of applicable MPO/TPO:

MPO/TPO Contact:

MPO Address:

Municipality, State and Zip:

Contact Email:

Contact Telephone Number:

Signature:

Print Name:

Title:

Date:

Your signature confirms the requested project is (1) consistent with MPO/TPO plans and documents;
(2) it is an eligible priority of the MPO/TPO, (3) the MPO/TPO supports the project; and
(4) you possess authorization to sign the certification of project prioritization.

Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program

Request for Funding



2. For projects outside of a MPO boundary, complete the following information:

County Name:

Contact Name:

Contact Address:

Municipality, State and Zip:

Contact Email:

Contact Telephone Number:

Signature:

Print Name:

Title:

Date:

Your signature confirms the requested project is (1) consistent with applicable county, municipality, comprehensive plan(s) and/or the long-term management plan(s) and documents; (2) it is an eligible priority of the County (tribal government, federal or state managing agency); (3) the applicable entity supports the project; and (4) you possess authorization to sign the certification of project prioritization.

SUN Trail funded projects require a non-FDOT governmental entity formally committed to providing maintenance of the project (long-term trail manager). FDOT will enter into an agreement or other form of documented commitment with the entity to ensure that a local sponsor/agency is committed to long-term trail maintenance (long-term trail manager). The managing entity will be responsible for the day-to-day upkeep and daily operation; protection for the trail users; they will reduce safety hazards that occur; and they will ensure a quality level of service is maintained on the facility. Activities may consist of litter pick-up, trash removal, debris removal, soil and weed control, graffiti removal, mowing, sweeping, sign replacement, shrub trimming, maintenance of drainage, and other regularly scheduled maintenance activities. For trails constructed in the FDOT ROW, FDOT will provide remedial maintenance which involves repairing, replacing, or restoring major components that may have been damaged or destroyed. Minor repairs such as sealing asphalt pavement or repainting may occur every five to ten years, while major repairs may occur every 20 to 25 years. The area of responsibility will be the footprint of the trail within FDOT ROW as defined by the district. ALL other maintenance will be the responsibility of the non-FDOT governmental entity.

Submit the Certification of Willing Manager(s) for all proposed trail segments.

PART VIII – CERTIFICATION OF WILLING MANAGER(S)

Name of Project:

FROM:

Name of Managing Entity:

Name of Contact and Job Title:

Address:

Municipality, State, and Zip Code:

Contact Email:

Contact Telephone Number:

Signature:

Print Name:

Title:

Date:

Your signature serves as certification of (1) a commitment from your agency to maintain the facility requested and that your agency will enter into a Maintenance Memorandum of Agreement with the Department for the Project prior to the completion of design, or at the time of programming funding for any project proposed for a later phase; (2) the information in this "Request for Funding" is true and accurate; (3) to comply with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (The Uniform Act) for any right-of-way actions required for the project; (4) to comply with the Americans with Disabilities Act; (5) lands developed with SUN Trail funds will be available for public use for the lifespan of the improvement; (6) support of other actions necessary to fully implement the proposed project; (7) and you possess authorization to sign the certification of the willing manager.



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 20-0127

CNST-9

Meeting Date: 12/3/2019

PLACEMENT: Consent

TITLE:

REQUEST AUTHORIZATION TO EXECUTE A MEMORANDUM OF AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF RE-ALIGNED SW LEIGHTON FARM AVENUE WITHIN COUNTY RIGHT-OF-WAY AS PART OF THE SR-714 (SW MARTIN HIGHWAY) WIDENING

EXECUTIVE SUMMARY:

The Florida Department of Transportation (FDOT) is finalizing construction plans to widen SR-714 (SW Martin Highway) from SW Citrus Boulevard to Florida's Turnpike. As part of the project and to improve intersection safety, the FDOT has agreed to reconstruct SW Leighton Farm Avenue so that it will intersect with SW Deggeller Court. The existing and proposed SW Leighton Farm Avenue are in County right-of-way, so the FDOT is requesting a Memorandum of Agreement to designate and set forth the responsibilities of each party during and after the construction.

DEPARTMENT: Public Works

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

REQUESTED BY: Florida Department of Transportation Office of Right of Way, Production

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Florida Department of Transportation (FDOT) is finalizing construction plans to widen SR-714 (SW Martin Highway) from SW Citrus Boulevard to Florida's Turnpike. As part of the project and to improve intersection safety, the FDOT has agreed to reconstruct SW Leighton Farm Avenue so that it will intersect with SW Deggeller Court. The existing and proposed SW Leighton Farm Avenue are in County right-of-way, so the FDOT is requesting a Memorandum of Agreement to designate and set forth the responsibilities of each party during and after the construction.

ISSUES:

The Memorandum of Understanding must be authorized via Resolution of the Board of County Commissioners.

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 proposed resolution authorizing the Chair to execute the proposed Memorandum of Agreement.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda.

FISCAL IMPACT:**RECOMMENDATION**

None

| Funding Source | County Funds | Non-County Funds |
|----------------|--------------|------------------|
| | | |
| | | |
| | | |
| Subtotal | | |
| Project Total | | |

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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

RESOLUTION NO. 20-_____

**A RESOLUTION REGARDING THE CONSTRUCTION OF THE
REALIGNMENT OF SW LEIGHTON FARM AVENUE BY THE
FLORIDA DEPARTMENT OF TRANSPORTATION IN PALM CITY,
FLORIDA**

WHEREAS, The Florida Department of Transportation (“FDOT”), as part of its widening of SR-714 (SW Martin Highway) from SW Citrus Boulevard to SR-714 (SW Martin Downs Boulevard), plans to realign a portion of SW Leighton Farm Avenue so that it aligns with SW Deggeller Court, thereby creating a safer intersection; and

WHEREAS, the existing and proposed realigned SW Leighton Farm Avenue are in the County’s right-of-way; and

WHEREAS, after SW Leighton Farm Avenue is realigned, FDOT will remove the existing pavement for the old alignment of SW Leighton Farm Avenue and regrade the area, including the existing swale; and

WHEREAS, the FDOT has requested the Board of County Commissioners execute a Memorandum of Agreement, which designates and sets forth the responsibilities of each party during and after the construction within the County’s right-of-way for SW Leighton Farm Avenue.

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

The Board authorizes the Chairman to execute a Memorandum of Agreement with the Florida Department of Transportation to designate and set for the responsibilities of each party regarding the construction of the realignment of SW Leighton Farm Avenue with SW Deggeller Court in Palm City, Florida.

DULY PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

, Chair

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

Sarah W. Woods, County Attorney

SECTION No.: 89090-2507
FM No.: 436870-1
AGENCY: MARTIN
C.R. No.: N/A

DISTRICT FOUR
MEMORANDUM OF AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and MARTIN COUNTY, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the AGENCY collectively referred to as Parties.

WITNESSETH:

WHEREAS, the AGENCY has jurisdiction over SW Leighton Farm Avenue and SW Deggeller Court, as part of the County roadway system; and

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes the DEPARTMENT is authorized to undertake projects within the AGENCY's geographical limits and the AGENCY agrees to have this improvement constructed; and

WHEREAS, pursuant to such authority, the DEPARTMENT and the AGENCY agrees to have the DEPARTMENT acquire needed real estate interests and construct certain improvements more particularly described as Financial Project ID 436870-1, which involves the reconstruction and realignment of existing SW Leighton Farm Avenue with SW Deggeller Court at its intersection with SR-714 Martin Highway; hereinafter referred to as the "Project", as more particularly described in **Exhibit A**; and

WHEREAS, upon acquisition of the necessary real estate interests, the DEPARTMENT will proceed to construct the Project; and

WHEREAS, the Parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution on the _____ day of _____, 20__, a copy of which is attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property. No further permit or agreement from the AGENCY shall be required to construct this Project.

3. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Project. The DEPARTMENT shall maintain the existing roadway and the area of the proposed reconstruction of the realigned SW Leighton Farm Avenue after the DEPARTMENT begins construction of the Project. Upon completion of the Project, the AGENCY shall resume maintenance of both the existing and realigned SW Leighton Farm Avenue.
4. Upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated 2018, as amended), and Notice thereof to the AGENCY, the AGENCY shall maintain the Project, at its own cost, in accordance with the following Federally and State accepted standards: (a) FDOT Design Manual (FDM), current edition (b) Florida Green Book dated 2016, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2017-18, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2018, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes but is not limited to maintaining all improvements within the reconfigured SW Leighton Farm Avenue right-of-way. Additionally, upon final acceptance, the DEPARTMENT shall convey all acquired property interests related to the realignment and not required for the State Road to the AGENCY, including easements necessary for the maintenance of the newly constructed SW Leighton Farm Avenue. The Department shall give the AGENCY ten (10) days notice before final acceptance.
 - a. Said conveyance shall include, and the AGENCY fully accepts, a transfer and assignment of all rights and obligations pursuant to any maintenance, utility agreement, subordinations and/or other agreements, or matters of record relating to the property to be conveyed and the AGENCY shall assume all responsibilities and liabilities arising from any obligations thereunder which responsibilities, liabilities, obligations as set forth in the conveyance documents shall run with the land. This provision shall survive the termination of this Agreement.
 - b. Notwithstanding any other provision herein to the contrary, the DEPARTMENT shall not be responsible for any costs or attorney fees arising out of any liabilities or obligations incurred regarding the right of way after the transfer of property.
5. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
6. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be in compliance with all permits after the construction is complete and the real estate interests are transferred to the AGENCY after construction is complete. The AGENCY shall, and without the waiver of sovereign immunity of either party, be solely responsible for any violations by the AGENCY of any permits issued to the DEPARTMENT or jointly to the AGENCY and the

DEPARTMENT that occur. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project.

7. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for this Project. This shall also include having the AGENCY require the Utility to relocate or adjust if the utility is there by permit, as necessary.
 - a. AGENCY'S Utilities: The AGENCY shall relocate and adjust its own utilities including connection with utility customers.
8. Signals: N/A at this location along the Project.
9. Drainage: DEPARTMENT will reconstruct and reconfigure the existing open drainage swale in the area of the re-aligned SW Leighton Farm Avenue to be consistent with the current drainage patterns in that area.
10. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT to the extent necessary to construct the Project. This shall include but not be limited to the execution of documents; allowing the DEPARTMENT and/or their contractors/consultants to enter upon the real property owned, leased, possessed and/or controlled by the Agency upon which the Project is to be constructed or any property adjacent thereto.
11. E-Verify requirements: The AGENCY
 - * shall 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
 - * shall expressly require any contractors 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 contractor during the contract term.
12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings as represented in the Final Proposed Construction plans. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
13. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

14. LIST OF EXHIBITS

- **Exhibit A:** Project Scope

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

AGENCY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk of the
Circuit Court

By: _____, Chair

_____ day of _____, 19____

APPROVED AS TO FORM & LEGAL SUFFICIENCY

By: _____
Sarah W. Woods, County Attorney

ATTEST:

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary
(SEAL)

By: _____
Transportation Development Director

_____ day of _____, 20____

Approval :

SECTION No.: 89090-2507
FM No.: 436870-1
AGENCY: MARTIN COUNTY
C.R. No.: N/A

EXHIBIT A
PROJECT SCOPE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing **SW Leighton Farm Avenue** right-of-way and/or all acquired property interests to be acquired by the DEPARTMENT for AGENCY.

Typical Section - Reconstruct and realign SW Leighton Farm Avenue to align with SW Deggeller Court at the intersection with SR-714/ Martin Highway. Provide one 11-foot through lane in each direction with adjacent 6-foot shoulder (5-foot paved) separated by a 16.5-foot wide curbed median. In addition, the north bound approach to the intersection with SR-714/ Martin Highway will include an 11-foot wide left turn lane with adjacent 4-foot wide traffic separator.

Signing and Pavement Markings – Provide roadway striping and signage on re-aligned SW Leighton Farm Avenue per MUTCD and Martin County criteria.

Drainage – Reconstruct reconfigure existing open swale drainage to follow with the revised alignment of SW Leighton Farm Avenue.

Permits

- The FDOT will acquire in the AGENCY's name.

Restoration – Upon completion of the construction of the realigned SW Leighton Farm Avenue, remove the existing pavement for the old alignment of SW Leighton Farm Avenue and regrade the area, including the existing swale, to match the adjacent property.



Agenda Item Summary

File ID: 20-0098

B&C-1

Meeting Date: 12/3/2019

PLACEMENT: Board and Committee Appointments

TITLE:

COMMUNITY REDEVELOPMENT AGENCY MEMBER APPOINTMENT AND CHAIR AND VICE CHAIR DESIGNATIONS

EXECUTIVE SUMMARY:

This is a request for the Board of County Commissioners to appoint a Community Redevelopment Agency (CRA) representative for Port Salerno and designate a Chair and Vice Chair of the CRA.

DEPARTMENT: Administration

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

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

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The term for Ms. Catherine Winters, the current Port Salerno Neighborhood Advisory Committee (NAC) member of the Community Redevelopment Agency and the Public Art Advisory Committee, will expire on December 31, 2019.

Sec. 39.2, General Ordinances, Martin County Code (the Code) sets forth the procedures for appointment of members to the CRA. Sec. 39.2.E. of the Code states the term of each member shall be determined at the time of their appointment, after the initial appointments, terms are for four years.

The Board of County Commissioners appointed the current members of the CRA in December 2016. As stated in Sec. 39.2D. of the Code, one of the qualifications to be a CRA member is that the person must "have served as Chair of the Neighborhood Advisory Committee." Our records show three potential appointees that meet this criterion: Catherine Winters, Edward (Butch) Olsen, and John Hennessee. They have all been contacted by the Office of Community Development.

The Board is asked to make an appointment to the CRA to represent Port Salerno, appoint a Chair and Vice Chair to the Community Redevelopment Agency for terms to begin January 1, 2020 and end December 31, 2020. As a member of the Community Redevelopment Agency, the individual will also serve a concurrent term on the Public Art Advisory Committee.

Sec. 39.2.F. of the Code states that the Board of County Commissioners shall designate from among the members of the CRA, a Chair and Vice Chair. The current CRA members are as follows:

Jensen Beach
Rio
Old Palm City
Golden Gate
Port Salerno
Hobe Sound
At-Large

Cynthia Hall
Michael Readling
Mark Palazzo
Saadia Tsafarides (current CRA Chair)
Catherine Winters (current CRA Vice Chair)
Michael Banas
Richard Kennedy

ISSUES:

The Board is asked to appoint one individual to the Community Redevelopment Agency as the Port Salerno representative for a term to begin January 1, 2020 and end December 31, 2024.

Catherine Winters (incumbent)

Edward Olsen, Jr.

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 adopt the Resolution appointing one individual to serve on the Community Redevelopment Agency as the Port Salerno representative for a term to begin January 1, 2020 and end December 31, 2024 and authorize the Chairman to sign the Resolution of Appointment.
2. Move that the Board appoint a CRA Chair and Vice Chair for calendar year 2020.

ALTERNATIVE RECOMMENDATIONS

Move that the Board provide direction.

FISCAL IMPACT:

RECOMMENDATION

None

| Funding Source | County Funds | Non-County Funds |
|----------------|--------------|------------------|
| | | |
| | | |
| | | |
| Subtotal | | |
| Project Total | | |

147

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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Community Redevelopment Agency

Created pursuant to Code s. 39

Powers & Duties:

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. 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. Development of a countywide community redevelopment plan.

How Appointed:

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. Members must have Chaired an NAC 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. 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.
 - e. Be a resident of Martin County and own real property within a mile of the community redevelopment area.

Terms:

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 4 years, except that three of the members first appointed shall be designated to serve terms of 1, 2, and 3 years, respectively, from the date of their appointments. Following the initial appointment, members shall be designated to serve for terms of 4 years from the date of their appointments except the “at large” member position which is a term of 2 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. 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.

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. Workshop and special meetings of the agency may be called at any time and place as determined by the Chair and staff.

Staff Liaison: Susan Kores, Office of Community Development Manager

| Name | Position | Appointed | Term Ends |
|-------------------|-----------------|------------------|------------------|
| Michael Readling | Rio | 04/23/2019 | 12/31/2020 |
| Catherine Winters | Port Salerno | 01/01/2017 | 12/31/2019 |
| Mark Palazzo | Old Palm City | 01/01/2017 | 12/31/2020 |
| Cynthia Hall | Jensen Beach | 01/01/2017 | 12/31/2020 |
| Michael Banas | Hobe Sound | 01/01/2017 | 12/31/2023 |
| Saadia Tsafarides | Golden Gate | 01/01/2017 | 12/31/2020 |
| Richard Kennedy | At Large | 01/08/2019 | 01/07/2021 |

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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. 1, § 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)

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

RESOLUTION NUMBER 19-12.

**A RESOLUTION PERTAINING TO THE APPOINTMENT OF A MEMBER TO THE
MARTIN COUNTY COMMUNITY REDEVELOPMENT AGENCY**

WHEREAS, the Martin County Community Redevelopment Agency was established pursuant to Chapter 39, Section 39.1, General Ordinances, Martin County Code; and

WHEREAS, Chapter 39, Section 39.2.C 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 Martin County Community Redevelopment Agency.

NOW THEREFORE BE IT RESOLVED THAT, THE BOARD OF COUNTY COMMISSIONERS appoints the following to serve on the Martin County Community Redevelopment Agency for a term as listed below.

| <u>NAME</u> | <u>TERM DATE BEGIN</u> | <u>TERM DATE END</u> |
|--|-------------------------------|-----------------------------|
| NAME | | |
| Port Salerno Community Redevelopment Area | January 1, 2019 | December 31, 2023 |

Duly adopted this 3rd day December 2019.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

APPLICATION FOR APPOINTMENT – Martin County Community
Redevelopment Agency – **Please Print**

ENTERED

☐ Golden Gate
☐ Old Palm City

☐ Hobe Sound
☒ Port Salerno

☐ Jensen Beach
☐ Rio

☐ At-Large

NOV - 8 2019

Type of Member check all that apply:

- ☐ A resident of the community redevelopment area; or
☒ A resident of Martin County and engaged in a business within the area of operation of the community redevelopment area which means: owning a business, practicing a profession, performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged; or
☐ A resident of Martin County and own real property within a mile of the community redevelopment area; and
☒ **Must** have served as Chair for their respective Neighborhood Advisory Committee (At-Large position excluded from this requirement).

☒ **If engaged in a business - name & physical address of business:** _____

Port Salerno Commercial Fishing Dock Authority, Park Drive Port Salerno, FL 34992

☐ **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: EDWARD "BUTCH" OLSEN, JR.

Residence Address: 3100 SE SAINT LUCIE BLVD. STUART, FL 34997

Street/City/Zip Code

Mailing Address: _____

(if different)

Street/City/Zip Code

Commission District in which you reside: 204 Staff will complete.

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

Telephone numbers: daytime: 772-263-1735

alternate: _____

alternate: _____

~Area Codes are considered 772 unless you note otherwise.

EMAIL: BUTCHNETT@GMAIL.COM

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

TYPE OF OFFENCES: _____

DATES: _____

PLACES (city/state): _____

SENTENCES OR FINES: _____

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

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

Education: HIGH SCHOOL DIPLOMA

Employment Experience: Executive Director, PSCFDA & PSSF, Former Owner Operator

at Andora Fish Co, Commercial Fisherman

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

Board Member, SE Coral Reef Initiative; Member, Our Florida Reefs

Community Experience and Affiliations: Current: VP Marine Industry Association of Treasure Coast
Member, Manatee Pocket Bunch; Co-Chair Treasure Coast Waterway Cleanup; Director, St. Lucie Inlet
State Park Cleanup; Former: Co-Chair Keep Martin Beautiful Coastal Cleanup

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

Current: Chairman, Port Salerno NAC; MC Agricultural & Natural Resource Advisory Committee

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:

Joanne Foster, Guy Yudin & Foster, LLP

Butch Bailey, Owner Sailfish Marina

- Applicants are 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:** Edward B. Olsen, Jr.

Date: 11/08/2019

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, November 8, 2019.** All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.



100ft

27°08'58"N 80°11'38"W

Martin County Property Information Lookup

| General Information | | Property Location Map | |
|---|--|---|----------------------------------|
| Parcel # | 373841007208000204 | | |
| Owner Name: | OLSEN, EDWARD B | | |
| Owner Address: | 3100 SE ST LUCIE BLVD STUART, FL 34997-5426 | | |
| Site Address: | 3100 SE ST LUCIE BLVD STUART, FL 34997-5426 | | |
| Storm Surge Evacuation Zone: | CD | | |
| Flood Zone: | AE,X,X500 | | |
| Base Flood Elevation: | 6,N/A' NAVD | | |
| FIRM Panel: | 12085C0162G | | |
| Urban Service District: | Primary | | |
| Municipality: | Unincorporated Martin County | | |
| Taxing District: | District 2 | | |
| ISO-PPC Rating: | 3 | | |
| Subdivision infill applicability: | Yes | | |
| Building Design Wind Speed | | | |
| Occupancy Category I: | 150 | Election information obtained from the Martin County GIS system. If there are any questions, please contact the Martin County Supervisor of Elections at 772-288-5637 | |
| Occupancy Category II: | 160 | Voter Precinct | 13 |
| Occupancy Category III and IV: | 170 | Commission District: | 2 |
| Land Use | | Commissioner: | Stacey Hetherington 772-288-5400 |
| *NOTE: Land Use information can change frequently, please verify with the Martin County Growth Management Department at 772-288-5495 | | Clerk of Circuit Court: | Carolyn Timmann 772-288-5576 |
| Zoning: | R-1C | County Sheriff: | William Snyder 772-220-7000 |
| Zoning Details: | N/A | Property Appraiser: | Laurel Kelly 772-288-5608 |
| Future Landuse | LOW DENSITY | School Superintendent: | Laurie J. Gaylord 772-219-1200 |
| Landuse Details: | N/A | Supervisor of Elections: | Vicki Davis 772-288-5637 |
| Community Redevelopment | | Tax Collector: | Ruth Pietruszewski 772-288-5600 |
| CRA: | N/A | Utilities & Solid Waste | |
| Zoning Overlay Zone: | N/A | Service: Utility: | Availability: Phone: |
| Mixed Use Areas: | N/A | Water: Martin County Utilities | Yes 772-221-1434 |
| Schools | | Sewer: Martin County Utilities | No 772-221-1434 |
| School information obtained from the Martin County School District system. If there are any questions, please contact the Martin County School District at 772-219-1200 | | Recycle Collection: | Monday |
| Elementary School: | Port Salerno Elem | Trash Collection: | Monday and Thursday |
| Middle School: | Dr. David L. Anderson Middle School | Print | |
| High School: | Martin County High School | | |
| Created: November , 12th, 2019 7:35 AM | | | |

APPLICATION FOR APPOINTMENT – Martin County Community Redevelopment Agency – Please Print

☐ Golden Gate
☐ Old Palm City

☐ Hobe Sound
☒ Port Salerno

☐ Jensen Beach
☐ Rio

☐ At-Large

Type of Member check all that apply:

- ☒ A resident of the community redevelopment area; or
☐ A resident of Martin County and engaged in a business within the area of operation of the community redevelopment area which means: owning a business, practicing a profession, performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged; or
☐ A resident of Martin County and own real property within a mile of the community redevelopment area; and
☒ Must have served as Chair for their respective Neighborhood Advisory Committee (At-Large position excluded from this requirement).

☐ If engaged in a business - **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:** _____

RECEIVED

By Donna Gordon at 8:08 am, Oct 18, 2019

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

Name: CATHERINE E. WINTERS

Incumbent

Residence Address: 5186 SE CHANNEL DR., STUART, FL 34997

Street/City/Zip Code

Mailing Address: _____
(if different)

Street/City/Zip Code

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

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

Telephone numbers: daytime: 772.631.1005 alternate: _____ alternate: _____
-Area Codes are considered 772 unless you note otherwise.

EMAIL: CATHERINE IN FLORIDA @ 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: _____

175

→ CONTINUED →

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: BACHELOR OF ARTS : WESTERN MICHIGAN UNIVERSITY

Employment Experience: BROKER ASSOCIATE AT BERKSHIRE HATHAWAY HOMESERVICES FLORIDA REALTY
PROMOTES PROFESSIONAL INSIGHT FOR DEVELOPMENT VS. COUNTY GROWTH CONSIDERATIONS

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

PROMOTE RESTRUCTURING AND REHAB PROJECTS

Community Experience and Affiliations: LEADERSHIP MARTIN COUNTY, APPOINTMENT TO CRA CURRENTLY
SERVING AS VICE CHAIR, MEMBER ARTS IN PUBLIC PLACES BOARD, MEMBER BRT STERNO NAC ^{HAVING SERVED AS CHAIR SEVERAL TIMES}

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

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

REFERENCES: Please list two references:
JANET O'BRIEN, CEO REALTOR ASSOC. OF MARTIN CO.
JOBRIEN@MCRTC.REALTOR 772-283-1748

TERRI KASNIC, BROKER MANAGER
BERKSHIRE HATHAWAY HOMESERVICES FLORIDA REALTY
terrikasnic@bhhsfloridarealty.com 772-692-8829

- Applicants are 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: 10/17/2019

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 by Friday, November 8, 2019. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.



Catherine Winters, REALTOR®

772.631.1005 • catherineinflorida@gmail.com

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- At Home With Diversity Designation
- Member Florida Realtors
- Martin County Realtors of Treasure Coast Board of Directors 2018-2020
Marketing Award Recipient 2012
- LEADERShip Martin County Class 20
- Appointment to Martin County CRA (Community Redevelopment Agency)
2016-Present - Vice Chair 2019
- Member Arts in Public Places Committee
- Member Port Salerno (NAC) Neighborhood Advisory Committee



Port Salerno
Martin County Redevelopment

Martin County Property Information Lookup

| General Information | | Property Location Map | |
|---|---|---|---------------------------------|
| Parcel # | 513841001043001201 | | |
| Owner Name: | WINTERS, RAYMOND S & CATHERINE E | | |
| Owner Address: | 5186 SE CHANNEL DR STUART, FL 34997 | | |
| Site Address: | 5186 SE CHANNEL DR STUART, FL 34997-3326 | | |
| Storm Surge Evacuation Zone: | E | | |
| Flood Zone: | X | | |
| Base Flood Elevation: | N/A' NAVD | | |
| FIRM Panel: | 12085C0164G | | |
| Urban Service District: | Primary | | |
| Municipality: | Unincorporated Martin County | | |
| Taxing District: | District 4 | | |
| ISO-PPC Rating: | 3 | | |
| Subdivision infill applicability: | Yes | | |
| Building Design Wind Speed | | | |
| Occupancy Category I: | 150 | Election information obtained from the Martin County GIS system. If there are any questions, please contact the Martin County Supervisor of Elections at 772-288-5637 | |
| Occupancy Category II: | 160 | Voter Precinct | 11 |
| Occupancy Category III and IV: | 170 | Commission District: | 4 |
| Land Use | | Commissioner: | Sarah Heard 772-288-5400 |
| *NOTE: Land Use information can change frequently, please verify with the Martin County Growth Management Department at 772-288-5495 | | Clerk of Circuit Court: | Carolyn Timmann 772-288-5576 |
| Zoning: | R-2A | County Sheriff: | William Snyder 772-220-7000 |
| Zoning Details: | N/A | Property Appraiser: | Laurel Kelly 772-288-5608 |
| Future Landuse | MEDIUM DENSITY | School Superintendent: | Laurie J. Gaylord 772-219-1200 |
| Landuse Details: | N/A | Supervisor of Elections: | Vicki Davis 772-288-5637 |
| Community Redevelopment | | Tax Collector: | Ruth Pietruszewski 772-288-5600 |
| CRA: | Port Salerno | Utilities & Solid Waste | |
| Zoning Overlay Zone: | N/A | Service: Utility: | Availability: Phone: |
| Mixed Use Areas: | N/A | Water: Martin County Utilities | Yes 772-221-1434 |
| Schools | | Sewer: Martin County Utilities | No 772-221-1434 |
| School information obtained from the Martin County School District system. If there are any questions, please contact the Martin County School District at 772-219-1200 | | Recycle Collection: | Friday |
| Elementary School: | Port Salerno Elem | Trash Collection: | Tuesday and Friday |
| Middle School: | Murray Middle School | Print | |
| High School: | Martin County High School | | |
| Created: October , 18th, 2019 8:09 AM | | | |

Community Redevelopment Area

December 3, 2019

Appoint: 1

| District 1 Commissioner Smith | District 2 Commissioner Hetherington | District 3 Commissioner Jenkins | District 4 Commissioner Heard | District 5 Commissioner Ciampi |
|-------------------------------------|--|---------------------------------------|-------------------------------------|--------------------------------------|
| Mrs. Catherine Winters * | Mrs. Catherine Winters * | Mrs. Catherine Winters * | Mrs. Catherine Winters * | Mrs. Catherine Winters * |
| Mr. Edward Olsen, Jr. | Mr. Edward Olsen, Jr. | Mr. Edward Olsen, Jr. | Mr. Edward Olsen, Jr. | Mr. Edward Olsen, Jr. |
| | | | | |

* = incumbent





Agenda Item Summary

File ID: 20-0163

PH-1

Meeting Date: 12/3/2019

PLACEMENT: Public Hearings

TITLE:

PROPOSED MARTIN COUNTY TRICO SETTLEMENT - KELLIE COYTE V. MARTIN COUNTY

EXECUTIVE SUMMARY:

In accordance with the Procedure for TRICO Settlements established by the Board of County Commissioners (Board), the public must be provided an opportunity to comment on the proposed settlement in the case of Kellie Coyte v. Martin County, Martin County Circuit Court Case No. 18-396-CA. The case arose from a slip and fall. The County is self-insured and TRICO (our insurance pool) assigned counsel to represent the County in the matter. Settlement discussions occurred in this case after a jury verdict in favor of Plaintiff. A proposed settlement is before the Board for public comment.

DEPARTMENT: Administration

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

REQUESTED BY:

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The following facts were provided from Relation Insurance Services, Martin County's (County) third party administrator for our self-insured program: The case arose from a slip and fall. As a result, Ms. Coyte filed a personal injury lawsuit against Martin County, which resulted in a jury verdict in favor of Plaintiff in the amount of \$206,000. After the verdict, a settlement in the amount of \$110,000 was reached between the parties to prevent an appeal of the verdict by the County. In exchange for the settlement, the County will waive its right to appeal.

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

ISSUES:

Pursuant to the Procedure for TRICO Settlements adopted by the Board, the Board is required to conduct a public hearing concerning the proposed settlement agreement.

LEGAL SUFFICIENCY REVIEW:

Attorney Preston J. Fields, Sr. was assigned as counsel for this case and represented the County during settlement discussions. It is the recommendation of TRICO and Mr. Fields that this settlement is in the best interests of the County.

RECOMMENDED ACTION:

RECOMMENDATION

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

ALTERNATIVE RECOMMENDATIONS

None

FISCAL IMPACT:

RECOMMENDATION

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

| Funding Source | County Funds | Non-County Funds |
|----------------|--------------|------------------|
| | | |
| | | |
| | | |
| Subtotal | | |
| Project Total | | |

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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

MARTIN COUNTY SETTLEMENT

Claimant: Kellie Coyte

Court Case: 2018-396 CA Kellie Coyte v Martin County a political Subdivision Of the State of Florida

Nature of Claim: General liability

Facts of Case: Plaintiff filed a personal injury lawsuit against Martin County. On October 19, 2014 Ms. Coyte was walking near an outside shower at the Jensen Beach beach access. She slipped on water and sand that had built up. The caseCase went to trial March 25, 2019. There was a jury plaintiff verdict for Plaintiff in the amount of \$206,000. There are appealable issues. The parties agreed to settle the verdict amount for \$110,000 in lieu of moving forward with the appeal.

Settlement Amount: \$110,000



Agenda Item Summary

File ID: 20-0157

PHQJ-1

Meeting Date: 12/3/2019

PLACEMENT: Public Hearings - Quasi-Judicial

TITLE:

REQUEST ABANDONMENT OF A PORTION OF SE FRONT STREET, LYING WITHIN THE PLAT OF PORT SALERNO

EXECUTIVE SUMMARY:

This is a request for the Board to consider an application for the abandonment of a portion of platted SE Front Street right-of-way and a waiver of the required privilege fee in conjunction with the abandonment.

DEPARTMENT: Public Works

PREPARED BY: **Name:** Thomas Walker, Jr., PSM
Title: County Surveyor

REQUESTED BY: The Port Salerno Church of God, Inc.

PRESET:

PROCEDURES: Quasi-Judicial

BACKGROUND/RELATED STRATEGIC GOAL:

The Port Salerno Church of God, Inc. requests that the Board consider the abandonment of 11,816.48 square feet (Exhibit "A") of unopened platted right-of-way of SE Front Street, lying within the plat of Port Salerno. Said right-of-way being sought for abandonment is not, nor has it ever been an open road. Said right-of-way abuts existing abandonments of SE Front Street and adjacent platted alley and, therefore, would not block any existing access to or from SE Cove Road (see Location Map).

The Petitioner is the owner of Lots 1 through 4 and 9 together with a portion of right-of-way previously abandoned by Martin County adjacent to the subject unopened right-of-way. St. Luke's Episcopal Church of Port Salerno is the owner of the property located east of the right-of-way proposed to be abandoned and has provided a letter of no objection. Upon successful abandonment of the subject right-of-way, the Petitioner would receive the westerly half and St. Luke's Episcopal Church would receive the easterly half.

Section 139.2, General Ordinances, Martin County Code (Code) requires a privilege fee for abandonment and vacation of County property and roads; however, the Board may waive the privilege fee required upon a showing of good cause. Sec.139.2. of the Code - Privilege fee for

184

abandonment and vacation of County property and roads, reads as follows:

139.2.A. There is hereby established a privilege fee, payable by any firm, person or corporation petitioning the Board of County Commissioners for the abandonment and vacation of the interests of the County in and to any real property or street, alleyway, road, highway or other place used for travel, or any portion thereof; such fee to be for the purpose of making available funds for the County's various eminent domain proceedings to acquire real property for road rights-of-way, beach access strips and other open space recreational land for public use. Such privilege fee shall be in addition to an application fee to reimburse the County's administrative expenses connected with petitions for abandonment.

139.2.B. Such privilege fee shall be equal to the value of the County's interest that is being abandoned. The value of the County's interest shall be determined by an appraisal to be submitted by the petitioner. Such an appraisal shall be prepared in accordance with staff requirements and is subject to approval by the Board of County Commissioners.

139.2.C. Such privilege fee shall not apply to petitions made by the original gratuitous donor of the County's interest to be abandoned, nor when F.S. § 255.22 or a reverter clause in the instrument of conveyance to the County shall take effect.

139.2.D. The Board may waive the privilege fee required pursuant to paragraph A of this section upon a showing of good cause.

The Port Salerno Church of God, Inc. was also the petitioner for said existing abandonment of SE Front Street. One of the conditions of said existing abandonment was the conveyance of a twenty-five-foot strip of land for dedication as right-of-way for SE Cove Road. SE Cove Road is a Major Arterial within the Urban Service District and Port Salerno CRA and is less than the minimum right-of-way width of one hundred and thirty (130) feet pursuant to Right-of-way requirements set forth in Section 4.843.B, Land Development Regulations, Martin County Code.

Staff has identified the south twenty-five feet portion of the Petitioner's property adjacent to the twenty-five foot previously dedicated as right-of-way that could be conveyed to the County for the purpose of right-of-way dedication. This additional twenty-five feet would benefit the lack of right-of-way along SE Cove Road, would make the right-of-way width more consistent and could be considered by the Board as a showing of good cause to waive the privilege fee. Staff presented this option to the Petitioner, but the petitioner did not want to offer the additional right-of-way as a showing of good cause.

ISSUES:

The Petitioner has requested that the privilege fee be waived but has not provided a showing of good cause, which is required by the Code. The Petitioner has asked that this request be heard by the Board despite lacking staff recommendation for approval.

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. 185

RECOMMENDED ACTION:

RECOMMENDATION

1. Move that the Board receive and file the Agenda Item Summary and all its attachments for the record as Exhibit 1; and
2. Move that the Board defer the Request to Abandon until a Final Site Plan application for the subject property is filed and a privilege fee (or showing of good cause for the fee to be waived) is made.

ALTERNATIVE RECOMMENDATIONS

Provide staff alternate direction.

FISCAL IMPACT:

RECOMMENDATION

The application fee for the Petition to Abandon is \$3,200.00.

| Funding Source | County Funds | Non-County Funds |
|--|---------------------|-------------------------|
| Commission District 4 MSTU discretionary | \$3,200.00 | |
| | | |
| | | |
| Subtotal | \$3,200.00 | |
| Project Total | \$3,200.00 | |

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

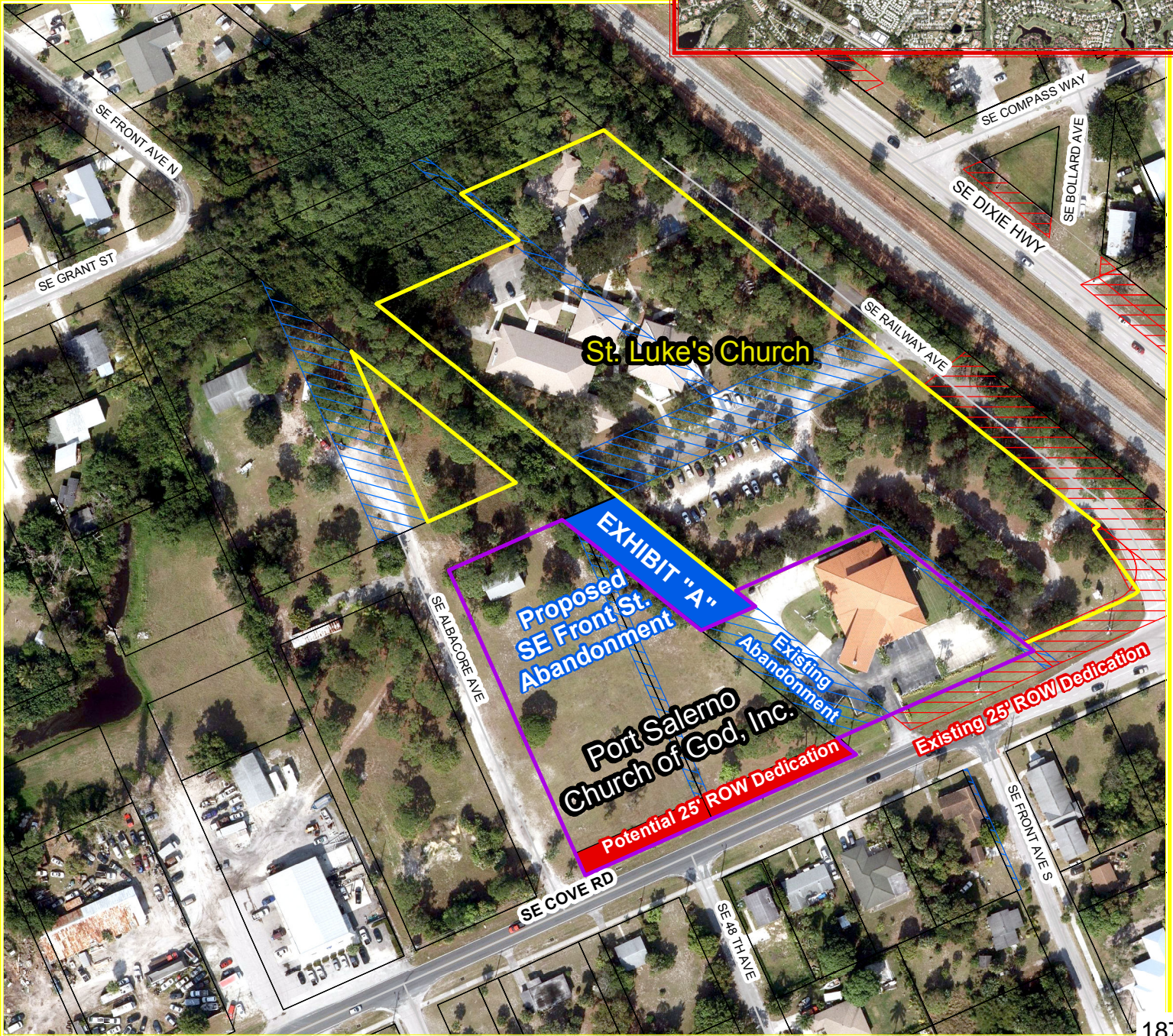
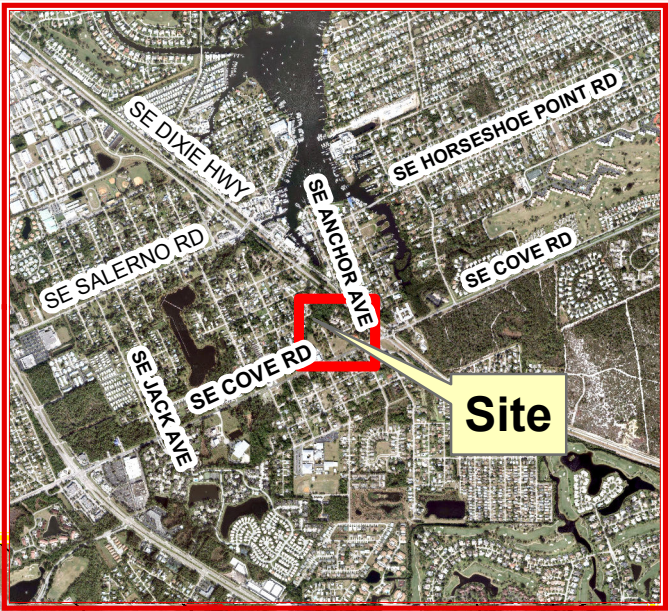
- ☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution
☐ Other:

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**MARTIN COUNTY
PUBLIC WORKS DEPARTMENT**

**PORT SALERNO CHURCH OF GOD
SE FRONT STREET
PROPOSED R/W ABANDONMENT**



NOT TO SCALE
2019 AERIAL

LOCATION MAP

STEPHEN J. BROWN, INC.

LICENSED BUSINESS NUMBER: 6484

SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS

619 EAST 5TH STREET, STUART, FLORIDA 34994 EMAIL: SJBINC@BELLSOUTH.NET (772) 288-7176

RIGHT OF WAY ABANDONMENT

A PARCEL OF RIGHT OF WAY TO BE ABANDONED, LYING IN THE PLAT OF PORT SALERNO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 132, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, ALSO SHOWN IN THE PLAT OF SALERNO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 75, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 54, PORT SALERNO SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 132, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, ALSO SHOWN IN THE PLAT OF SALERNO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 75, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; SAID POINT OF BEGINNING ALSO LYING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SE LEE STREET, AND THE WESTERLY RIGHT-OF-WAY LINE OF SE FRONT STREET: THENCE, DEPARTING SAID NORTHEAST CORNER AND RIGHT-OF-WAY LINE INTERSECTION, NORTH 66°00'00" EAST, FOR A DISTANCE OF 67.50 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 55, SAID PLAT OF PORT SALERNO AND SAID PLAT OF SALERNO, AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID SE FRONT STREET; THENCE, DEPARTING SAID NORTHWEST CORNER, SOUTH 51°15'40" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 196.94 FEET; THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 66°00'00" WEST, FOR A DISTANCE OF 67.50 FEET, TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF SE FRONT STREET; THENCE NORTH 51°15'40" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 196.94 FEET, TO THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 54, AND THE POINT OR PLACE OF BEGINNING.

PARCEL CONTAINING 11,816.48 SQUARE FEET, 0.271 ACRES, +/-.

NOTE: ALL BEARINGS ARE REFERENCED TO THE EASTERLY R/W LINE OF SE FRONT STREET, CALCULATED AS SOUTH 51°15'40" EAST, WITH ALL OTHERS BEING RELATIVE THERETO.

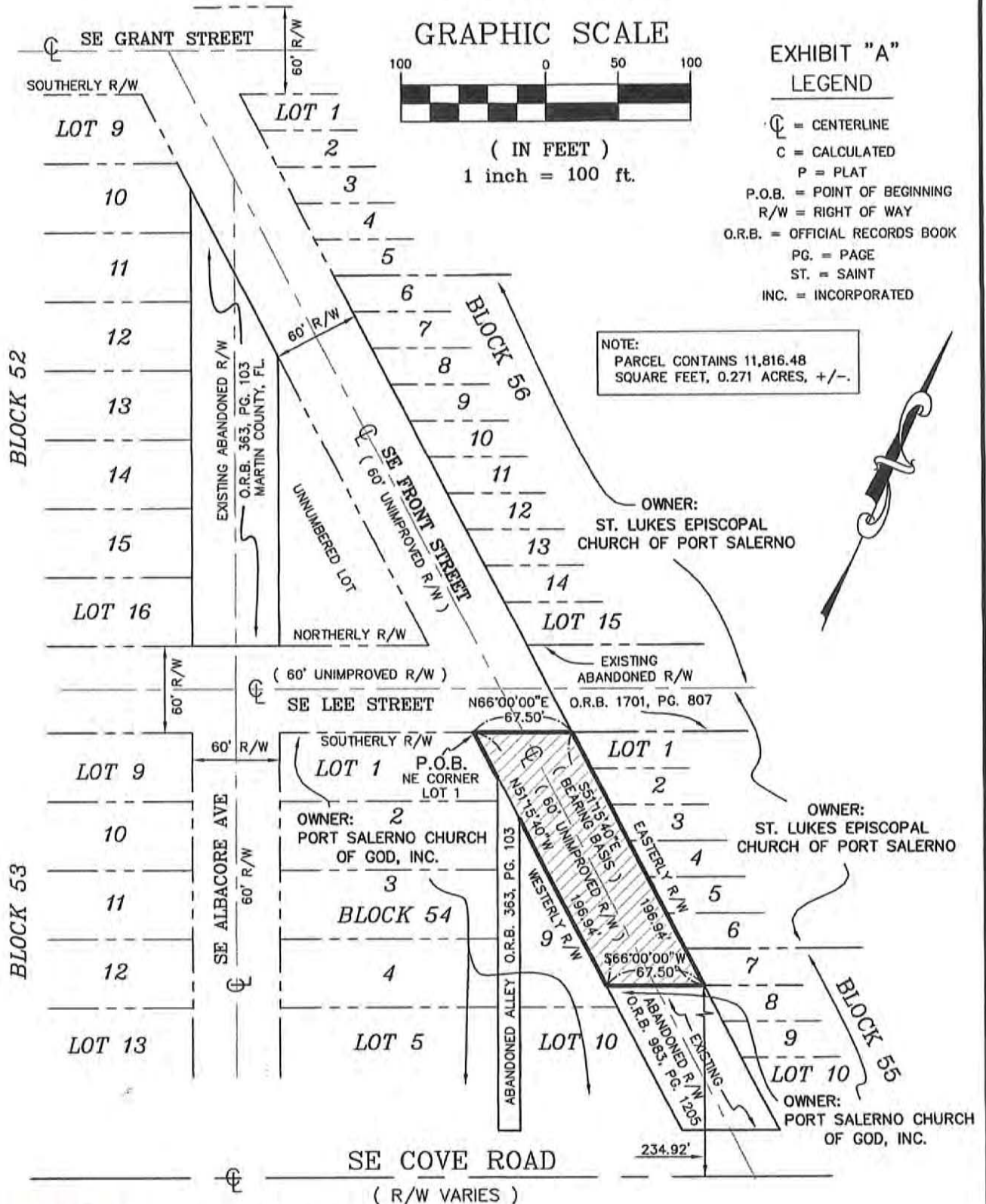
NOTE: THIS LAND DESCRIPTION SHALL NOT BE VALID UNLESS:

- A. PROVIDED IN ITS ENTIRETY CONSISTING OF 2 SHEETS, WITH SHEET 2 BEING THE SKETCH OF DESCRIPTION.
- B. REPRODUCTIONS OF THIS DESCRIPTION AND SKETCH ARE SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

| |
|--------------|
| REVIEWED BY: |
| DATE: |

| | |
|-------------|------------|
| FILE: | |
| JOB #: | 185-01-15 |
| DRAWN BY: | S.J.B. |
| CHECKED BY: | S.J.B. |
| DATE: | 06/12/2018 |
| SCALE: | N/A |
| SHEET: | 1 OF 2 |

STEPHEN J. BROWN, INC.
 LICENSED BUSINESS NUMBER: 6484
 SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS
 619 EAST 5TH STREET, STUART, FLORIDA 34994 EMAIL: SJBINC@BELLSOUTH.NET (772) 288-7176



NOT A BOUNDARY SURVEY
STEPHEN J. BROWN, INC

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
 REGISTRATION NO. 4049, STATE OF FLORIDA

| | |
|-------------|------------|
| FILE: | |
| JOB #: | 185-01-15 |
| DRAWN BY: | S J B |
| CHECKED BY: | S 189 |
| DATE: | 03/22/2019 |
| SCALE: | 1" = 100' |
| SHEET: | 2 OF 2 |

FOX McCLUSKEY BUSH ROBISON, PLLC

M. LANNING FOX
Board Certified Real Estate Lawyer
MICHAEL J. McCLUSKEY
Board Certified Business Litigation (2008-2019)
RAYMOND G. ROBISON
LL.M. - Master of Laws in Taxation
J. HENRY CARTWRIGHT
Board Certified Condominium and
Planned Development Lawyer
TYSON J. WATERS
Board Certified Real Estate Lawyer
FREDERIK W. van VONNO (1951-2017)
Board Certified City, County &
Local Government Lawyer

3461 SE Willoughby Boulevard
P.O. Drawer 6
Stuart, Florida 34995-0006
Jupiter Location (Limited Services Available)
Telephone:
(772) 287-4444 * (561) 744-6499
Fax:
(772) 283-4637
www.foxmcccluskey.com

ANTHONY D. GEORGE, JR.

VALERIE A. CHESNUT
PHILIP W. GROSIDIER
LL.M. - Master of Laws in Taxation

Of Counsel:
GEORGE W. BUSH, JR. (1964 – 2019)
Board Certified Business Litigation Lawyer
Board Certified Condominium
& Planned Development Lawyer
ROBERT A. GOLDMAN
ADAM G. SCHWARTZ

July 1, 2019

Tom Walker, County Surveyor
Martin County Administrative Center
2401 SE Monterey Road
Stuart, FL 34996

Re: Right of Way Abandonment of Unopened Portion of SE Front Street between Lots 1 through 4 and 9, Block 54, an unnumbered lot and Lots 1 through 7, Block 55, within the Port Salerno Subdivision

Dear Mr. Walker:

Please find enclosed a Petition for Abandonment of the unopened portion of SE Front Street between Lots 1 through 4 and 9, Block 54, and Lots 1 through 7, Block 55, within the Port Salerno Subdivision submitted on behalf of the Port Salerno Church of God, Inc., a Florida not-for-profit corporation ("Petitioner"). Petitioner is the owner of Lots 1 through 4 and 9, Block 54, together with portions of right-of-way previously abandoned by Martin County.

We have obtained letters of no objection from the potentially affected utility companies, including Florida Power and Light ("FP&L"), AT&T Florida ("AT&T") and Comcast. Copies of those letters are enclosed. We have also received confirmation of no objection from the Martin County Utilities and Solid Waste Department, which email confirmation is also enclosed.

In addition, a letter of no objection has been obtained from St. Luke's Episcopal Church of Port Salerno ("St. Luke's") (owner of the property located east of the right-of-way proposed to be abandoned), which letter is enclosed herein. Other than St. Luke's, no other property owner would be affected by the abandonment of the right of way.

Enclosed, in accordance with the requirements for vacation and abandonment of road rights-of-way, please find the following documents:

- A. Petition for Abandonment of the Unopened Portion of SE Front Street between Lots 1 through 4 and 9, Block 54, an unnumbered lot and Lots 1 through 7, Block 55, within the Port Salerno Subdivision.

- B. Certification Form stating that no property owner will be denied access to their property as a result of the proposed abandonment
- C. Copy of letters of no objection received from property owners who may be affected by the proposed abandonment.
- D. Copies of letters (and e-mail) of no objection received from FP&L, AT&T Florida, Comcast and the Martin County Utilities and Solid Waste Department.
- E. Copies of certified Sketch and Legal Descriptions of the right-of-way to be abandoned.
- F. A copy of the Petitioner's title deeds which reflect the current ownership of the premises lying adjacent to the proposed abandonment.
- G. Copy of the Plat the Salerno Subdivision with the specific lots owned by the Petitioner highlighted.

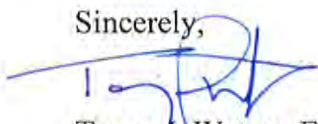
The Petitioner is a not-for-profit corporation and would request that the appraisal, and corresponding privilege fee, and the application fee be waived by the Martin County Board of County Commissioners. Because the southern portion of Front Street immediately north of Cove Road was previously abandoned by Martin County, neither the public nor any other party has any benefit of, or need from, the right-of-way proposed to be abandoned. The only two parties that have any use of, need or value of the right-of-way proposed to be abandoned is the Petitioner and St. Luke's. Both entities are religious institutions and not-for-profit corporations. Abandonment of this right-of-way will allow these institutions to better serve their members and the public at large.

Petitioner has already coordinated and previously met with staff, and obtained a letters of no objection from the potentially affected utilities, so the requirement for a pre-application meeting for this Petition has been satisfied.

We would request staff's recommendation of approval of the abandonment request and that the Petition be placed on the next available Martin County Board of County Commissioners agenda for its consideration.

Please feel free to call me (287-4444) if you have any questions or concerns.

Sincerely,



Tyson J. Waters, Esq.
Enclosures

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

PETITION TO ABANDON A PORTION OF SE FRONT STREET

TO THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA:

Petitioner, Port Salerno Church of God, Inc., petitions this Board to abandon a portion of SE Front Street located in Port Salerno in the unincorporated Martin County, Florida, and as grounds therefor says the following:

1. Petitioner requests the abandonment of that certain portion of the right-of-way known as SE Front Street located between Lots 1 through 4 and 9, Block 54, and Lots 1 through 7, Block 55, Plat of Port Salerno, as recorded in Plat Book 1, Page 132, of the Public Records of Palm Beach (now Martin) County, Florida. The plat and highlighted location of the proposed right-of-way to be abandonment is attached as Exhibit A to this Petition.
2. Petitioner requests this abandonment for the following reasons: Petitioner owns the west and south sides of the property adjacent to the right-of-way, with the land on the east of the right-of-way privately owned as well. The proposed abandonment of the applicable portion of SE Front Street will not affect access to the Petitioner's property, nor affect access to the other affected property. The County has no need or intention to ever use the right-of-way, nor does the other public utility companies servicing the area. Letters of no objection have been obtained from Florida Power & Light, Comcast and AT&T and are attached to this Petition as Composite Exhibit B. An email from Martin County confirming the Utilities and Solid Waste Department has no need for the right-of-way is attached as Exhibit C.
3. The property abutting said right-of-way is owned by Petitioner on the west and south sides and by St. Luke's Episcopal Church on the east. Petitioner's deeds whereby it acquired the affected property are enclosed with this Petition as Exhibit D. A letter of no objection from St. Luke's Episcopal Church is enclosed with this Petition as Exhibit E.
4. The Petition is limited in scope to the abandonment of a small portion of SE Front Street. This Petition, and the requested abandonment, will have no impact on the public for use and will not affect the public's rights of access to navigable water.
5. No property owner shall be deprived of legal access to his property as a result of this portion of right-of-way being abandoned.

NOW, THEREFORE, Petitioner requests that this Board of County Commissioners abandon the above-described right-of-way in accordance with applicable provisions of Florida Statutes and the Martin County Code of Ordinances.

Dated this 1st day of JULY, 2019.



Tyson J. Waters, Esq.
Attorney for Petitioner
Fox McCluskey Bush Robison, PLLC
3461 SE Willoughby Blvd.
Stuart, FL 34994
(772) 287-4444

SALENO MARTIN COUNTY, FLORIDA

Scale 1" = 200'
Lewis L. Hill
1923

FILED THIS DAY OF AUGUST
A.D. 1923, AND RECORDED IN
PLAT BOOK NO. 1
PAGE 25.
J.B. DODDSON, CLERK
BY EXAMINER IN REALTY



I HEREBY CERTIFY that the above is a true and correct copy of the original plat recorded in Plat Book Page 75, Martin County Records.
W. B. Dodson
Notary Public
Notary Public for Martin County, Florida
Florida Certificate No. 5

Traced in the Office of Surveying
under a West Point Survey, by
J. B. Dodson - December 19, 1923.
SHEET 4 OF 5



Florida Power & Light Company
4406 SW Cargo Way
Palm City, FL 34990

March 15, 2019

Tyson J. Waters, Esq.
Fox, Wackeen, Dungey, LLP
3473 SE Willoughby Blvd.
Stuart, FL 34995

Re: Letter of No Objection to Request to Abandon/Vacate a Portion of SE Front Street in Port Salerno

Address of subject property: 4605 Cove Road / 5241 Albacore St.

Parcel Nos.: 51-38-41-001-054-00010-1, 51-38-41-001-054-00090-4 &
51-38-41-001-055-00070-5

Applicant : Port Salerno Church of God

Dear Mr. Waters:

Please be advised that Florida Power and Light ("Utility Company") has No Objection to the vacation and abandonment of that portion of the unopened right of way for SE Front Street in Port Salerno depicted on the sketch and legal description attached to this letter as Exhibit "1" and provided that if the abandonment is approved that the Petitioner grant Utility Company a non-exclusive easement for any of Utility Company's facilities presently existing in the right-of-way to be abandoned, together with the right to maintain, repair and replace those facilities, which easement may be shared by other utility companies requiring use of the easement. This letter of No Objection is restricted to the area described in the attached sketch and legal of the proposed abandonment area.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Shiran Saadon-Porter
Associate Engineer
772-223-4244

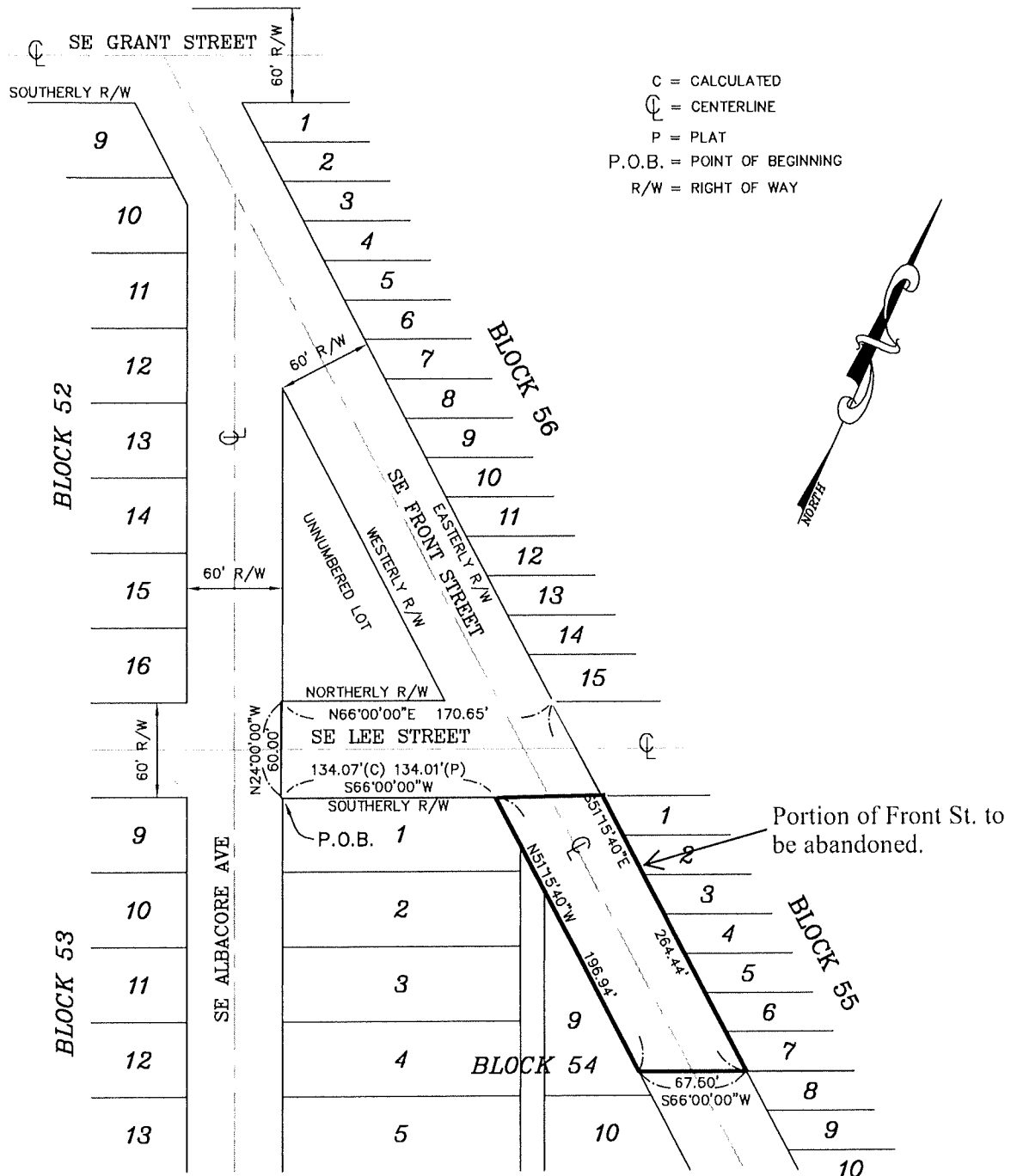
STEPHEN J. BROWN, INC.

LICENSED BUSINESS NUMBER: 6484

SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS

619 EAST 5TH STREET, STUART, FLORIDA 34994 EMAIL: SJBINC@BELLSOUTH.NET (772) 288-7176

Exhibit "I"



NOT A BOUNDARY SURVEY
 STEPHEN J. BROWN, INC

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
 REGISTRATION NO. 4049, STATE OF FLORIDA

FILE:

| | |
|-------------|------------|
| JOB #: | 185-01-16 |
| DRAWN BY: | R.F.C. |
| CHECKED BY: | S.J.B. |
| DATE: | 06/12/2018 |
| SCALE: | 1" = 100' |
| SHEET: | 2 OF 2 |

Tyson J. Waters, Esq.
Fox McCluskey Bush Robison, PLLC
3473 SE Willoughby Blvd.
Stuart, FL 34995

Re: Letter of No Objection to Request to Abandon/Vacate a Portion of SE Front Street in Port Salerno
Address of subject property: 4605 Cove Road / 5241 Albacore St.
Parcel Nos.: 51-38-41-001-054-00010-1, 51-38-41-001-054-00090-4 &
51-38-41-001-055-00070-5
Applicant : Port Salerno Church of God

Dear Mr. Waters:

Please be advised that Comcast Florida/Georgia LLC ("Utility Company") has No Objection to the vacation and abandonment of that portion of the unopened right of way for SE Front Street in Port Salerno depicted on the sketch and legal description attached to this letter as Exhibit "1" and provided that if the abandonment is approved that the Petitioner grant Utility Company a non-exclusive easement for any of Utility Company's facilities presently existing in the right-of-way to be abandoned, together with the right to maintain, repair and replace those facilities, which easement may be shared by other utility companies requiring use of the easement. This letter of No Objection is restricted to the area described in the attached sketch and legal of the proposed abandonment area.

Please feel free to contact me if you have any questions or concerns.

Sincerely,



Rick Johnson

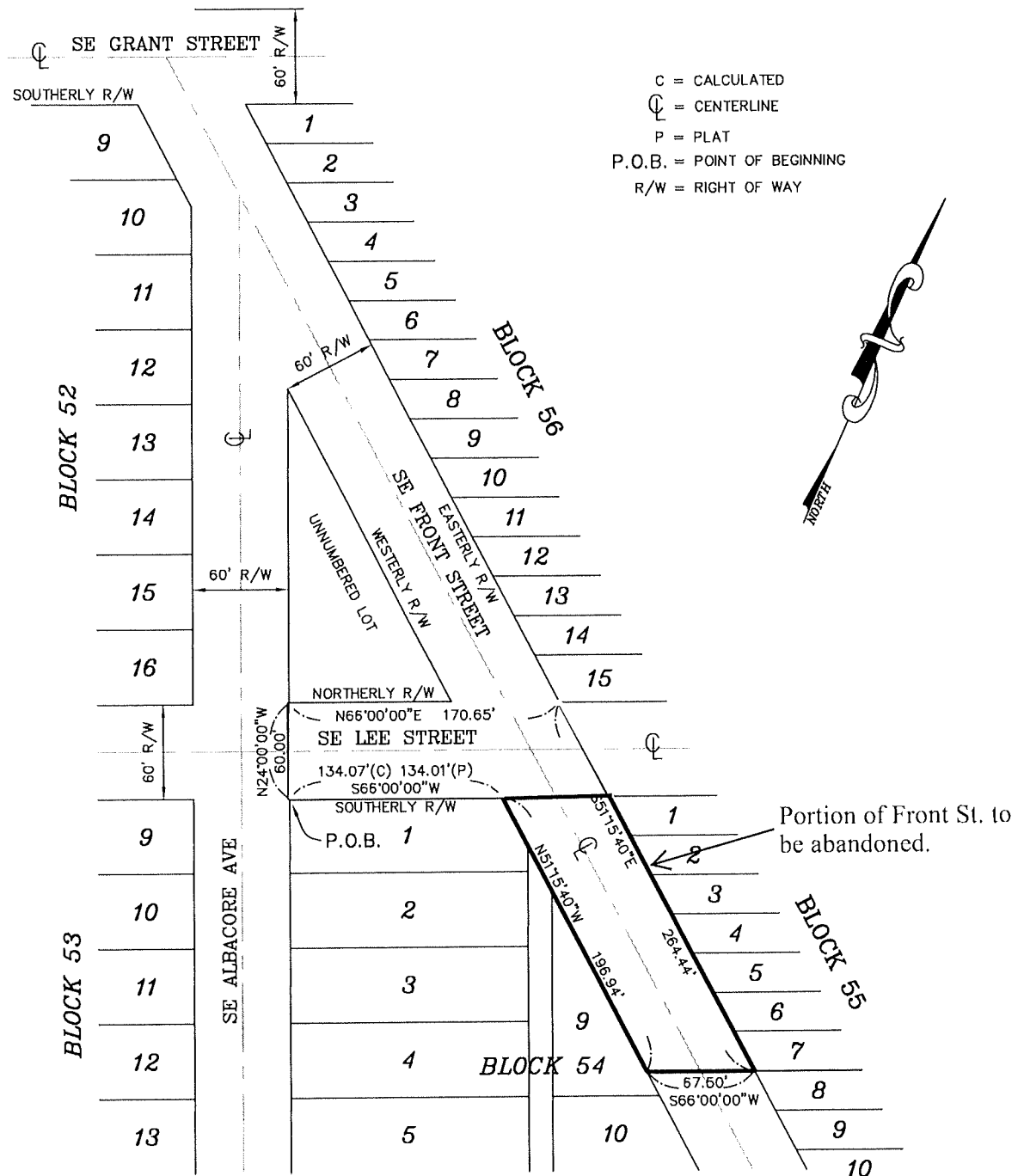
STEPHEN J. BROWN, INC.

LICENSED BUSINESS NUMBER: 6484

SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS

619 EAST 5TH STREET, STUART, FLORIDA 34994 EMAIL: SJBINC@BELLSOUTH.NET (772) 288-7176

Exhibit "1"



NOT A BOUNDARY SURVEY
STEPHEN J. BROWN, INC

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4049, STATE OF FLORIDA

| | |
|-------------|------------|
| FILE: | |
| JOB #: | 185-01-16 |
| DRAWN BY: | R.F.C. |
| CHECKED BY: | S.J.B. |
| DATE: | 06/12/2018 |
| SCALE: | 1" = 100' |
| SHEET: | 2 OF 2 |



James P Virga
Manager OSP Engineering

AT&T Florida
329 NW Dixie Hwy
Stuart Florida 34994

T 772-692-2774
Jv3965@att.com
att.com

Tyson J. Waters, Esq.
Fox McCluskey Bush Robison, PLLC
3473 SE Willoughby Blvd.
Stuart, FL 34995

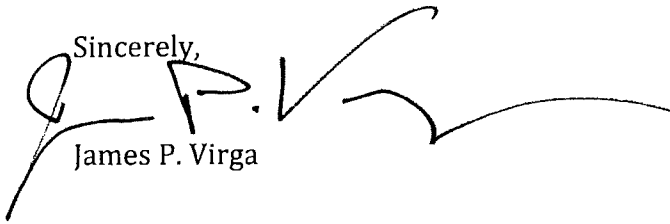
Re: Letter of No Objection to Request to Abandon/Vacate a Portion of SE
Front Street in Port Salerno
Address of subject property: 4605 Cove Road / 5241 Albacore
St.
Parcel Nos.: 51-38-41-001-054-00010-1, 51-38-41-001-054-00090-
4 &
51-38-41-001-055-00070-5
Applicant: Port Salerno Church of God

Dear Mr. Waters:

Please be advised that AT&T Florida ("Utility Company") has No Objection to the vacation and abandonment of that portion of the unopened right of way for SE Front Street in Port Salerno depicted on the sketch and legal description attached to this letter as Exhibit "1" and provided that if the abandonment is approved that the Petitioner grant Utility Company a non-exclusive easement for any of Utility Company's facilities presently existing in the right-of-way to be abandoned, together with the right to maintain, repair and replace those facilities, which easement may be shared by other utility companies requiring use of the easement. This letter of No Objection is restricted to the area described in the attached sketch and legal of the proposed abandonment area.

Please feel free to contact me if you have any questions or concerns.

Sincerely,


James P. Virga

3/18/2019

AT&T

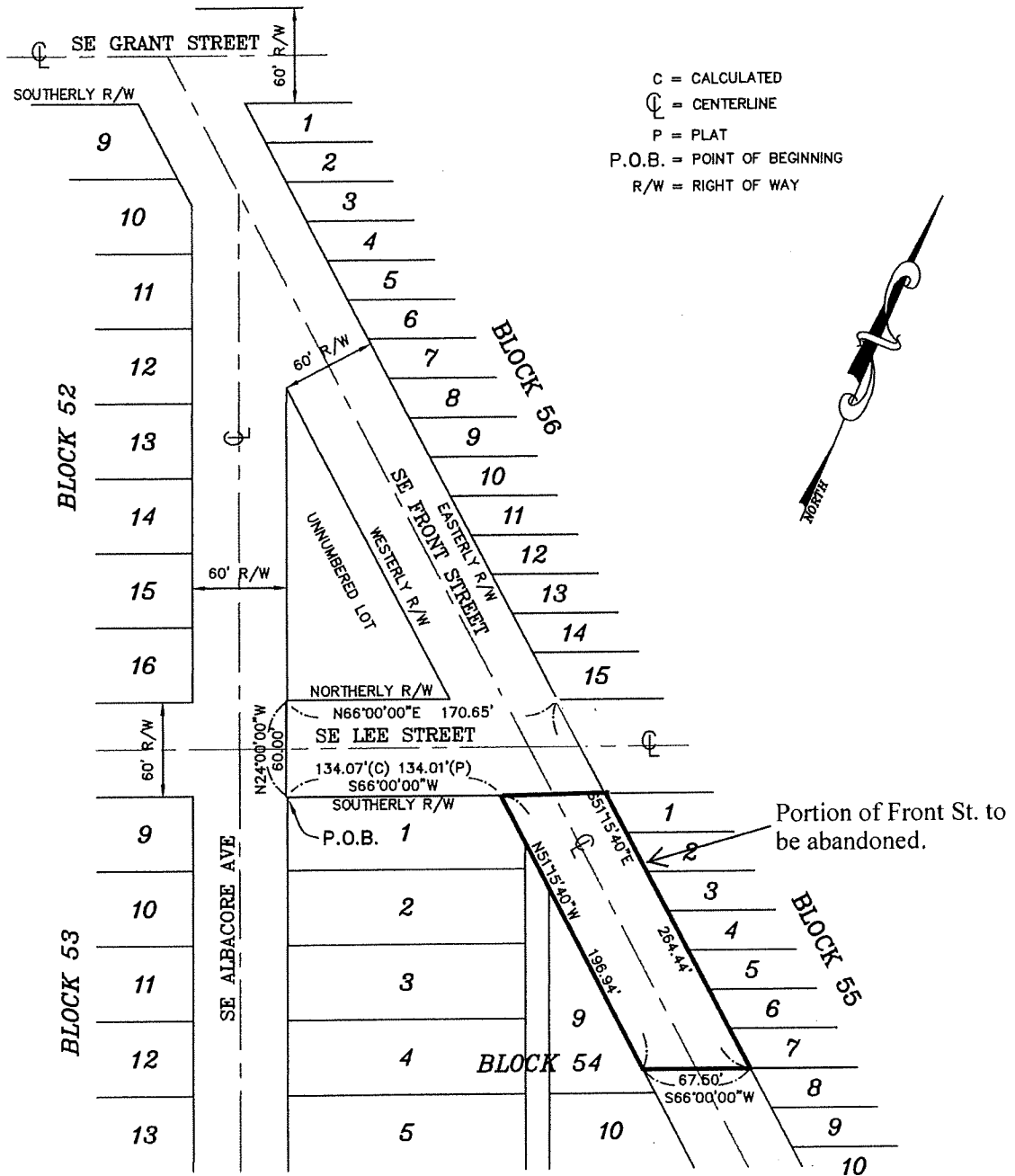
STEPHEN J. BROWN, INC.

LICENSED BUSINESS NUMBER: 6484

SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS

619 EAST 5TH STREET, STUART, FLORIDA 34994 EMAIL: SJBINC@BELLSOUTH.NET (772) 288-7176

Exhibit "1"



NOT A BOUNDARY SURVEY
 STEPHEN J. BROWN, INC

FILE:

| | |
|-------------|------------|
| JOB #: | 185-01-16 |
| DRAWN BY: | R.F.C. |
| CHECKED BY: | S.J.B. |
| DATE: | 06/12/2018 |
| SCALE: | 1" = 100' |
| SHEET: | 2 OF 2 |

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
 REGISTRATION NO. 4049, STATE OF FLORIDA

Tyson J. Waters

From: Phil Keathley <pkeathle@martin.fl.us>
Sent: Tuesday, March 19, 2019 9:51 AM
To: Tyson J. Waters
Cc: Don Donaldson; Samuel Amerson; Jeremy Covey; Leo Repetti
Subject: RE: Proposed Right-of-Way Abandonment - Port Salerno

Mr. Waters,
The County's position remains the same.

Phil Keathley
Chief Project Manager
Utilities/Solid Waste Department
Martin County Board of County Commissioners
772-223-7977 (o)

Please note new address on 3/1/19:
3473 SE Willoughby Blvd
Stuart, Florida 34994

From: Tyson J. Waters [mailto:twaters@foxmccluskey.com]
Sent: Monday, March 18, 2019 11:13 AM
To: Phil Keathley
Cc: Don Donaldson
Subject: FW: Proposed Right-of-Way Abandonment - Port Salerno

Phil,
Hope you are well and enjoying the new office on Willoughby (we occupy the other side of the building, until the end of April at least). This is a blast from the past, but just want to update my records and make certain the status and County's position remains the same. Please see below and attached.

I am looking for confirmation that Martin County still has no object to the proposed abandonment of a portion of SE Front Street, as shown on the attached. The proposed abandonment is now smaller than originally proposed, reduced after conversations and meetings with the adjacent property owner, St. Luke's Episcopal Church. St. Luke's has no objection to the request and we also have updated letters of no objection from FPL, ATT and Comcast.

Please let me know at your earliest convenience. If questions or you need more information about the revised abandonment request, please let me know. Thank you.

Sincerely,

Tyson J. Waters, Partner
Florida Bar Board Certified -- Real Estate
Fox McCluskey Bush Robison, PLLC
The Tower Building at Willoughby Commons
3473 SE Willoughby Boulevard
Stuart, Florida 34994
(772) 287-4444 Telephone, ext. 223
(772) 283-4637 Fax
twaters@foxmccluskey.com

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REPLIES FILTERED: Any incoming reply to this communication to us will be electronically filtered for "spam" and/or "viruses," which may result in your reply being quarantined and potentially delayed or not received at all. For that reason, we cannot guarantee that we will receive your reply or receive it in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means other than e-mail or, at a minimum, follow up with us to ensure that it was received. Although this e-mail is believed to be free of any virus or other defect that might affect any computer system in which it is received, it is the responsibility of the recipient to ensure that it is virus free. Fox McCluskey accepts no responsibility for any loss or damage arising in any way from its use.

From: Phil Keathley [<mailto:pkeathle@martin.fl.us>]
Sent: Monday, April 30, 2018 11:06 AM
To: Tyson J. Waters
Cc: Don Donaldson
Subject: RE: Proposed Right-of-Way Abandonment - Port Salerno

Mr. Waters,
 The status is the same. Please see attached.

Phil Keathley
 Senior Project Manager
 Utilities/Solid Waste Department
 Martin County Board of County Commissioners
 772-223-7977 (o)

From: Tyson J. Waters [<mailto:twaters@foxwackeen.com>]
Sent: Monday, April 30, 2018 9:09 AM
To: Phil Keathley
Cc: Don Donaldson
Subject: Proposed Right-of-Way Abandonment - Port Salerno
Importance: High

Phil,
 I am following up on a request you were working on with Fred van Vonno last year relating to a proposed abandonment of right-of-way located north of Cove Road and west of A1A. The request is from the Port Salerno Church of God and if for a portion of SE Lee Street and SE Front Street. In October of last year, John Polley sent an email to Fred confirming that the Utilities department had no objection to the proposed right-of-way abandonment. I have taken over the request and am looking for an updated confirmation that the Utilities department continues to have no objection. The last email from John stating his no objection was on October 16, 2017. I have attached the aerial with the proposed right-of-way to be abandoned for your reference.

Will you confirm the County's position so that I can include that in our application, or if not you forward to the appropriate party for confirmation. Thank you in advance and please let me know if questions.

Sincerely,

Tyson J. Waters, Of Counsel
 Florida Bar Board Certified – Real Estate
 Fox, Wackeen, Dungey, Beard, Bush, Goldman, Waters, Robison, van Vonno & McCluskey, L.L.P.
 The Tower Building at Willoughby Commons
 3473 SE Willoughby Boulevard
 Stuart, Florida 34994
 (772) 287-4444 Telephone, ext. 223
 (772) 220-1489 Fax
twaters@foxwackeen.com

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REPLIES FILTERED: Any incoming reply to this communication to us will be electronically filtered for "spam" and/or "viruses," which may result in your reply being quarantined and potentially delayed or not received at all. For that reason, we cannot guarantee that we will receive your reply or receive it in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means other than e-mail or, at a minimum, follow up with us to ensure that it was received. Although this e-mail is believed to be free of any virus or other defect that might affect any computer system in which it is received, it is the responsibility of the recipient to ensure that it is virus free. Fox Wackeen Dungey accepts no responsibility for any loss or damage arising in any way from its use.

TAX DISCLOSURE: You are notified that any U.S. tax advice contained in the body of this communication (including attachments and other forwarded material) is limited to the known facts and is not intended or written to be used, and cannot be used, by the recipient for the purpose of: (i) avoiding penalties that may be imposed under the Internal Revenue Code or applicable state or local tax law, or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.



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Tyson J. Waters

From: zARO_John Polley <zARO_jpolley@martin.fl.us>
Sent: Monday, October 16, 2017 2:43 PM
To: Phil Keathley; Fred Van Vonno
Cc: Jeremy Covey; Leo Repetti
Subject: RE: Proposed Right of Way Abandonment in Port Salerno

I have no objection

John Polley
 Utilities & Solid Waste Director
 Utilities & Solid Waste
 Martin County Board of County Commissioners
 (772) 223-7942 (o)
 (772) 260-5792 (c)

From: Phil Keathley
Sent: Monday, October 16, 2017 2:08 PM
To: 'Fred Van Vonno'
Cc: John Polley; Jeremy Covey; Leo Repetti
Subject: RE: Proposed Right of Way Abandonment in Port Salerno

Haven't heard from Mr. Polley yet.

Phil Keathley
 Senior Project Manager
 Utilities/Solid Waste Department
 Martin County Board of County Commissioners
 772-223-7977 (o)

From: Fred Van Vonno [<mailto:fvanvonno@foxwackeen.com>]
Sent: Monday, October 16, 2017 2:02 PM
To: Phil Keathley
Subject: RE: Proposed Right of Way Abandonment in Port Salerno

Phil, Does this constitute Utilities dept.'s "no objection" to the abandonment?

Best regards, Fred

From: Phil Keathley [<mailto:pkeathle@martin.fl.us>]
Sent: Monday, October 16, 2017 1:59 PM
To: Fred Van Vonno
Subject: FW: Proposed Right of Way Abandonment in Port Salerno

FYI,

Phil Keathley
 Senior Project Manager
 Utilities/Solid Waste Department
 Martin County Board of County Commissioners
 772-223-7977 (o)

From: Leo Repetti
Sent: Thursday, October 12, 2017 1:47 PM
To: Susan Kores; Alice Bojanowski
Cc: Phil Keathley; Jeremy Covey
Subject: FW: Proposed Right of Way Abandonment in Port Salerno

I am not aware of any need for this right of way.

Forwarding to the CRA folks for their thoughts.

Leo Repetti, PE
 Martin County Utilities & Solid Waste

2378 SE Ocean Blvd
 Stuart, Florida 34996
 (772) 320-3065

From: Phil Keathley
Sent: Thursday, October 12, 2017 12:53 PM
To: Jeremy Covey; Leo Repetti; Steve Vandersluis
Cc: John Polley
Subject: FW: Proposed Right of Way Abandonment in Port Salerno

Do you gentlemen have any objections to this ROW abandonment request?

Phil Keathley
 Senior Project Manager
 Utilities/Solid Waste Department
 Martin County Board of County Commissioners
 772-223-7977 (o)

From: Fred Van Vonno [<mailto:fvanvonno@foxwackeen.com>]
Sent: Thursday, October 12, 2017 12:05 PM
To: John Polley
Cc: Phil Keathley
Subject: RE: Proposed Right of Way Abandonment in Port Salerno

Hi John, I am exploring a possible abandonment of an unopened platted road right of way in Port Salerno and I am requesting a letter of no objection from the Martin County Utilities Department. The Port Salerno Church of God and the St. Luke's Episcopal Church of Port Salerno are seeking to have the County abandon portions of Front Avenue and Lee Street adjacent to their property.

Attached is a copy of the Plat of Port Salerno (PB 1 PG 132) with the proposed abandonment area highlighted. Also attached is a sketch and legal of the proposed abandonment parcel. The portions of the platted roads we seek to have abandoned are not opened.

Please let me know if there are any Martin County water and/or sewer lines or facilities in the proposed abandonment area that would require an easement back to Martin County and whether Utilities has any objections to this abandonment.

Thank you for your assistance in this matter and let me know if you need any additional information in order to be able to respond.

Best regards, Fred

Fred W. van Vonno, Partner
Board Certified in City, County, & Local Government Law
Fox, Wackeen, Dungey, Beard, Bush, Goldman, Waters, Robison, van Vonno & McCluskey, L.L.P.
3473 SE Willoughby Boulevard
Stuart, Florida 34994
(772) 287-4444 Telephone, ext. 239
(772) 283-4637 Fax
fvanvonno@foxwackeen.com

CONFIDENTIALITY WARNING: This e-mail is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you have received this communication in error, please do not distribute it and notify us immediately by e-mail at the above e-mail address or via telephone at (772) 287-4444 AND DELETE THE ORIGINAL MESSAGE.

Please consider the environment before printing this e-mail

From: Fred Van Vonno
Sent: Wednesday, October 11, 2017 1:57 PM
To: 'Phil Keathley'
Subject: RE: Proposed Right of Way Abandonment in Port Salerno

Hi Phil, I am starting a new petition for a ROW abandonment (this one in Port Salerno). Do I still address my request for a letter of No Objection from the Utility Dept to you?

Best regards, Fred van Vonno

Fred W. van Vonno, Partner
Board Certified in City, County, & Local Government Law
Fox, Wackeen, Dungey, Beard, Bush, Goldman, Waters, Robison, van Vonno & McCluskey, L.L.P.
3473 SE Willoughby Boulevard
Stuart, Florida 34994
(772) 287-4444 Telephone, ext. 239
(772) 283-4637 Fax
fvanvonno@foxwackeen.com

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The comments and opinions expressed herein are those of the author of this message and may not reflect the policies of the Martin County Board of County Commissioners. Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public records request do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



Recorded in Martin County, FL 7/17/2017 1:58 PM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: \$35.50 Deed Tax: \$0.70
CFN#2645846 BK 2937 PG 2176 PAGE 1 of 4

EXHIBIT 208 - D

This Instrument prepared by:
M. LANNING FOX
Fox, Wackeen, Dungey, Beard,
Bush, Goldman, Waters, Robison,
van Vonno & McCluskey, LLP
3473 SE Willoughby Blvd.
Stuart, Florida 34994
PO124S04

"THIS DEED WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION".

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02 F.S.)

Ad Valorem Tax Identification # 30-38-42-004-034-00130-7; 51-38-41-001-055-00070-5;
51-38-41-001-054-00010-1 and 51-38-41-001-054-00090-4

THIS INDENTURE, made this 12th day of July, 2017, between, DAVID L. ANDERSON, ALFRED E. PATTON and LUCIOUS RAYSOR, being all of the Trustees of CHURCH OF GOD, an unincorporated association, also known as CHURCH OF GOD, an ecclesiastical organization, Grantor*, and PORT SALERNO CHURCH OF GOD, INC., a Florida not-for-profit corporation, whose post office address is P.O. Box 416, Port Salerno, Florida 34992, Grantee*, and their successors, in trust, for the exclusive use and benefit of the of the Church of God, Cleveland, Tennessee, U.S.A.

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten 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:

PARCEL 1:

Lots 13, 14, 15, 59, 60 & 61, Block 34, DIXIE PARK ADDITION NO. 4, according to the plat thereof, recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach (now Martin) County, Florida, in Plat Book 12, Page 22, Public Records.

PARCEL 2:

Lot 7, Block 55, PORT SALERNO, according to the Plat thereof, recorded in Plat Book 1, Page 132, Palm Beach (now Martin) County, Florida, public records, together

with the Westerly 7 ½ feet of the vacated alley from the Easterly extension of the Northerly line of Lot 7 to the Easterly extension of the Southerly line of Lot 7, Block 55, of aforesaid Plat of PORT SALERNO, Plat Book 1, Page 132, Palm Beach (now Martin) County, Florida, public records

SUBJECT TO the restrictions that if the property ceases to be used by the Church of God for religious purposes, title will revert to St. Luke's Episcopal Church of Port Salerno, Inc., a Florida corporation.

AND

Lots 8, 9, 10, 11, 12, 13 and 14, Block 55, PORT SALERNO SUBDIVISION, according to the Plat thereof recorded in Plat Book 1, Page 132, of the Public Records of Palm Beach (now Martin) County, Florida, also shown in Plat Book 1, Page 75, Public Records of Martin County, Florida; including the West half of that abandoned alleyway lying East of and contiguous to Lots 8 through 14, inclusive, Block 55, PORT SALERNO SUBDIVISION.

AND

The EAST ONE-HALF (½) Of the following described parcel:

For a point of beginning of the following described 60 feet right-of-way abandonment of Front Street, start at the Northwest corner of Lot 15, Block 55 of the Plat of SALERNO, said Plat being recorded in Plat Book 1, Page 75, Public Records of Martin County, Florida, and being more particularly described as follows:

From the point of beginning, thence run Northerly along the Easterly right-of-way of said Front Street to the Northwestern corner of Lot 8, Block 55, of said Plat of SALERNO; thence run West along the Westerly prolongation of the Northerly line of said Lot 8 to the Westerly right-of-way line of said Front Street; thence run Southerly along said Westerly right-of-way line to the Westerly Prolongation of the Northerly line of Lot 15, Block 55, of said Plat of SALERNO, thence run Easterly along the Westerly projection of said Lot 15 to the Northwest corner of said Lot 15, said point also being the point of beginning.

PARCEL 3:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block 54, together with the closed alley lying between Lots 1 through 8 and Lots 9 through 13, PORT SALERNO, according to the map or plat thereof, as recorded in Plat Book 1, Page 132, of the Public Records of Palm Beach (now Martin) County, Florida.

FURTHER SUBJECT TO taxes accruing subsequent to December 31, 2015, zoning regulations in force and effect, restrictions, easements and road rights-of-way of public record, but this provision shall not operate to reimpose same;

THE PROPERTY HEREIN DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTORS. GRANTORS WARRANT THAT NEITHER GRANTOR NOR ANY PERSON NATURALLY OR LEGALLY DEPENDANT UPON GRANTORS RESIDE ON THE LAND OR ANY LANDS CONTIGUOUS THERETO. GRANTORS HOMESTEADS ARE LOCATED RESPECTIVELY, AT: 10006 SW Ventura, Palm City, FL 34990; 5609 SE 24th Avenue, Stuart, FL 34994 and 914 SE Lake Street, Stuart, FL 34994.

The Board of Trustees of Port Salerno Church of God, Inc., a Florida not for profit corporation (the "Local Board of Trustees") shall have the full right, power and authority to sell, exchange, transfer and convey said property or to borrow money and pledge the said real estate for repayment of the same and to execute all necessary deeds, conveyances, and so forth, provided the proposition shall first be presented to a regular or called conference of the said local church, presided over and approved by the state or territorial overseer of the Church of God (Cleveland, Tennessee, U.S.A.), or one whom he may appoint, and the project approved by two-thirds of all members of the said local congregation present and voting. Certification is to be given in writing by the state/territorial overseer that this transaction is in the best interest of the Church of God (Cleveland, Tennessee, U.S.A.), provided that he approves such action.

If the local congregation at the place above described shall at any time cease to function or exist, or shall act contrary to Church of God policy, or separate from Church of God (Cleveland, Tennessee, U.S.A.), then the Local Board of Trustees shall hold title to said real estate, including personal property, for the Church of God (Cleveland, Tennessee, U.S.A.) generally in the state where said real estate is located; and the Local Board of Trustees shall convey the real estate upon demand to the State Board of Trustees of the Church of God (Cleveland, Tennessee, U.S.A.) In said state, which said state board shall be authorized to use said real estate and personal property, or the proceeds derived from the sale of same (said state board being authorized to sell and convey the said real estate and personal property at any time after title is vested in), for the use and benefit of the Church of God (Cleveland, Tennessee, U.S.A.) in that state generally; of the founding of another Church of God (Cleveland, Tennessee, U.S.A.) in the same state, or for the promotion of one already existing.

If at any time the Local Board of Trustees shall cease to exist or perform its duties for any reason, then the state overseer of the state in which said real estate is located shall have the authority to declare all offices on the said board vacant, and the State Board of Trustees of the Church of God for that state shall automatically then hold title to said property as evidence by an appropriate instrument filed in the local county register of deeds.

The limitation set for herein are those appearing in the Minutes of the International General Assembly of the Church of God most currently in effect, and said Minutes are expressly incorporated herein by reference

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

AND said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*Grantor" and "Grantee" are used for singular or plural, as context requires.
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day
and year first above written.

Signed, sealed and delivered in
our presence:

Michelle Kinch

Name: Michelle L Kinch

M. Lanning Fox

Name: M. Lanning Fox

AS TO ALL GRANTORS

David L. Anderson (SEAL)

DAVID L. ANDERSON, Trustee of the
Church of God, an unincorporated
association, also known as Port
Salerno Church of God, an
ecclesiastical organization

Alfred E. Patton (SEAL)

ALFRED E. PATTON, as Trustee of
of the Church of God, an
unincorporated association, also
known as Port Salerno Church of God,
an ecclesiastical organization

Lucious Raysor (SEAL)

LUCIOUS RAYSOR, as Trustee of the
Church of God, an unincorporated
association, also known as
Port Salerno Church of God,
an ecclesiastical organization

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 12th day of July,
2017, by DAVID L. ANDERSON, ALFRED E. PATTON and LUCIOUS RAYSOR, as
Trustee's of the Church of God, an unincorporated association, also known as Port
Salerno Church of God, an ecclesiastical organization, who: [] are personally known
to me, and who did not take an oath.

(NOTARY)



Michelle Kinch

Name: _____

Typed, printed or stamped
I am a Notary Public of the
State of Florida having a
commission number of _____
and my commission expires: _____

THIS DEED WAS EXECUTED AND RECORDED SOLELY FOR THE PURPOSE OF
REFLECTING A CHANGE IN THE STATUS OF THE OWNER THAT DOES NOT
CONSTITUTE A TRANSFER OF AN INTEREST IN THE SUBJECT REAL PROPERTY AND
IS EXEMPT FROM FLORIDA DOCUMENTARY STAMP TAXES PER OPINION OF
FLORIDA DEPARTMENT OF REVENUE (Tim Phillips, Technical Assistance, June 20,
2017, 850-617-8346).

Return to: (enclose self-addressed stamped envelope)
Name: Port Salerno Church of God
c/o 10 Central Parkway
Address: Suite 307
Stuart, Florida 34995

This instrument Prepared by: Colin Cushnie, Esquire

Address: 10 Central Parkway
Suite 307
Stuart, Florida 34995

Property Appraiser's Parcel Identification (Folio) Number(s):

WARRANTY DEED

946506

RECORD VERIFIED
EXHIBIT 212 D CONT.
FAMCO FORM 4

DOC. REC'D 60 MARSHA STILLER

OFFICER 8 MARTIN COUNTY

DOC. ASM 6 CLERK OF CIRCUIT COURT

INT. TAX 6 BY

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Indenture. Made this 5th day of June, A.D. 1992.

Between Peter Grien of P.O. Box 1268, Port Salerno

of the County of Martin and State of Florida
party of the first part, and Port Salerno Church of God
whose mailing address is P.O. Box 416, Port Salerno, Florida 34992

of the County of Martin and State of Florida

part y of the second part, **Witnesseth,** that the said part y of the first part, for and in consideration of the sum of Ten Dollar \$10.00 Dollars, and other good and valuable considerations to him in hand paid, the receipt of whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do es grant, bargain, sell, convey and confirm unto the said part of the second part and its heirs and assigns forever, all that certain parcel of land lying and being in the County of Martin, and State of Florida, more particularly described as follows:

For a point of beginning of the following described 60 foot right-of-way abandonment of Front street, start at the northwest corner of Lot 15, Block 55 of the Plat of Salerno, said Plat being recorded in Plat Book 1, Page 75, Public Records of Martin County, Florida and being more particularly described as follows:

From the point of beginning, thence run northerly along the easterly right-of-way of said Front street to the northwesterly corner of Lot 8, Block 55, of said Plat of Salerno; Thence run along the westerly prolongation of the northerly line of said Lot 8 to the westerly right-of-way line of said front street; thence run southerly along said westerly right-of-way line to the southeast corner of Lot 13, Block 54 of said Plat of Salerno, thence run along the easterly prolongation of said Lot 13 to the northwest corner of said Lot 15, said point also being the point of beginning.

Said land contains 11,813 sq.ft. more or less.

Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining: **To Have and to Hold** the same in fee simple forever.

And the said part of the first part do covenant with the said part of the second part that lawfully seized of the said premises, that they are free from all encumbrances except of record and that good right and lawful authority to sell the same; and the said part y of the first part do es hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said part y of the first part has hereunto set his hand and seal the day and year above written.

Signed, sealed and delivered in our presence:

Witness

PETER GRIEN

L.S.

L.S.

L.S.

Witness

L.S.

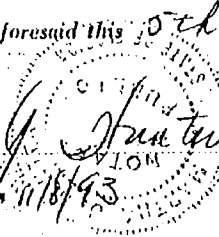
DRBKO 9 6 2 P62 4 4 0

State of Florida
County of Martin

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 Peter Grien who produced Driver License as identification or to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid this 10th day of June, A. D. 1942.

Notary Public,
My commission expires 11/18/43



RAMCO FORM 4

Warranty Deed

To

Date

Abstract of Description

ICN

RECORDED
12 JUN 12 PM 1:51
MARSHALL
CLERK OF DISTRICT COURT
D.C.
BY

DRBXO 962 P62 441



The Reverend Carol Barron, Rector
 Marie Servinsky, Administrator
 Valli Peck, Media Specialist

Anne Hlasnicek, Minister of Music
 Jonathan Cummings, Music Director - 9am

March 1, 2019
 Taryn Kryzda, County Administrator
 Martin County
 2401 Southeast Monterey Road
 Stuart, FL 34996

Re: Letter of No Objection to Request to Abandon/Vacate a Portion of SE Front Street in Port Salerno

Address of subject property: 4605 Cove Road / 5241 Albacore St. 5253

Parcel Nos.: 51-38-41-001-054-00010-1, 51-38-41-001-054-00090-4 &
 51-38-41-001-055-00070-5

Applicant: Port Salerno Church of God

Dear Ms. Kryzda:

Please be advised that St. Luke's Episcopal Church of Port Salerno, Inc., ("St. Luke's") is the owner of the property abutting the right-of-way proposed to be abandoned as referenced above. Please be advised that St. Luke's has No Objection to the vacation and abandonment of that portion of the unopened right of way for SE Front Street in Port Salerno depicted on the sketch and legal description attached to this letter as Exhibit "1." This letter of no objection is being provided with the understanding that upon the abandonment each half of the abandoned right-of-way will become under the ownership of the respective property owner owning the adjacent land.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

The Reverend Carol Barron
 Rector
 The Rector, Wardens and Vestrymen of
 St. Luke's Episcopal Church of Port Salerno, Inc.

Copy provided Mr. Kirk Grantham, Esq.
 Edwina Dunworth, Senior Warden
 Ron True, Junior Warden
 Carol Adams, Interim Clerk

P. O. Box 117 * Port Salerno, Florida 34992
 772-286-5455 * Fax 772-934-3714 * email: stlukes@stlukesfl.org
www.stlukesfl.org

CERTIFICATION

I have reviewed the abandonment petition filed by Port Salerno Church of God, Inc., and all related documents, maps, aerials, etc., and I hereby certify that no property owner will be denied access to their property as a result of the abandonment of that portion of the SE Front Street right-of-way described and shown on Exhibit "A."



Name: Tyson J. Waters, Esq.

Address: Fox McCluskey Bush Robison, PLLC
3461 SE Willoughby Blvd.
Stuart, Florida 34994

Title: Attorney for Petitioner

Date: 7/1/19



Carolyn A. Brinskel
Notary Public

My Commission Expires: 6-21-2021

STEPHEN J. BROWN, INC.

LICENSED BUSINESS NUMBER: 6484

SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS

619 EAST 5TH STREET, STUART, FLORIDA 34994 EMAIL: SJBINC@BELLSOUTH.NET (772) 288-7176

RIGHT OF WAY ABANDONMENT

A PARCEL OF RIGHT OF WAY TO BE ABANDONED, LYING IN THE PLAT OF PORT SALERNO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 132, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, ALSO SHOWN IN THE PLAT OF SALERNO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 75, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 54, PORT SALERNO SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 132, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, ALSO SHOWN IN THE PLAT OF SALERNO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 75, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; SAID POINT OF BEGINNING ALSO LYING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SE LEE STREET, AND THE WESTERLY RIGHT-OF-WAY LINE OF SE FRONT STREET: THENCE, DEPARTING SAID NORTHEAST CORNER AND RIGHT-OF-WAY LINE INTERSECTION, NORTH 66°00'00" EAST, FOR A DISTANCE OF 67.50 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 55, SAID PLAT OF PORT SALERNO AND SAID PLAT OF SALERNO, AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID SE FRONT STREET; THENCE, DEPARTING SAID NORTHWEST CORNER, SOUTH 51°15'40" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 196.94 FEET; THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 66°00'00" WEST, FOR A DISTANCE OF 67.50 FEET, TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF SE FRONT STREET; THENCE NORTH 51°15'40" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 196.94 FEET, TO THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 54, AND THE POINT OR PLACE OF BEGINNING.

PARCEL CONTAINING 11,816.48 SQUARE FEET, 0.271 ACRES, +/-.

| |
|--------------|
| REVIEWED BY: |
|--------------|

| |
|-------|
| DATE: |
|-------|

NOTE: ALL BEARINGS ARE REFERENCED TO THE EASTERLY R/W LINE OF SE FRONT STREET, CALCULATED AS SOUTH 51°15'40" EAST, WITH ALL OTHERS BEING RELATIVE THERETO.

NOTE: THIS LAND DESCRIPTION SHALL NOT BE VALID UNLESS:

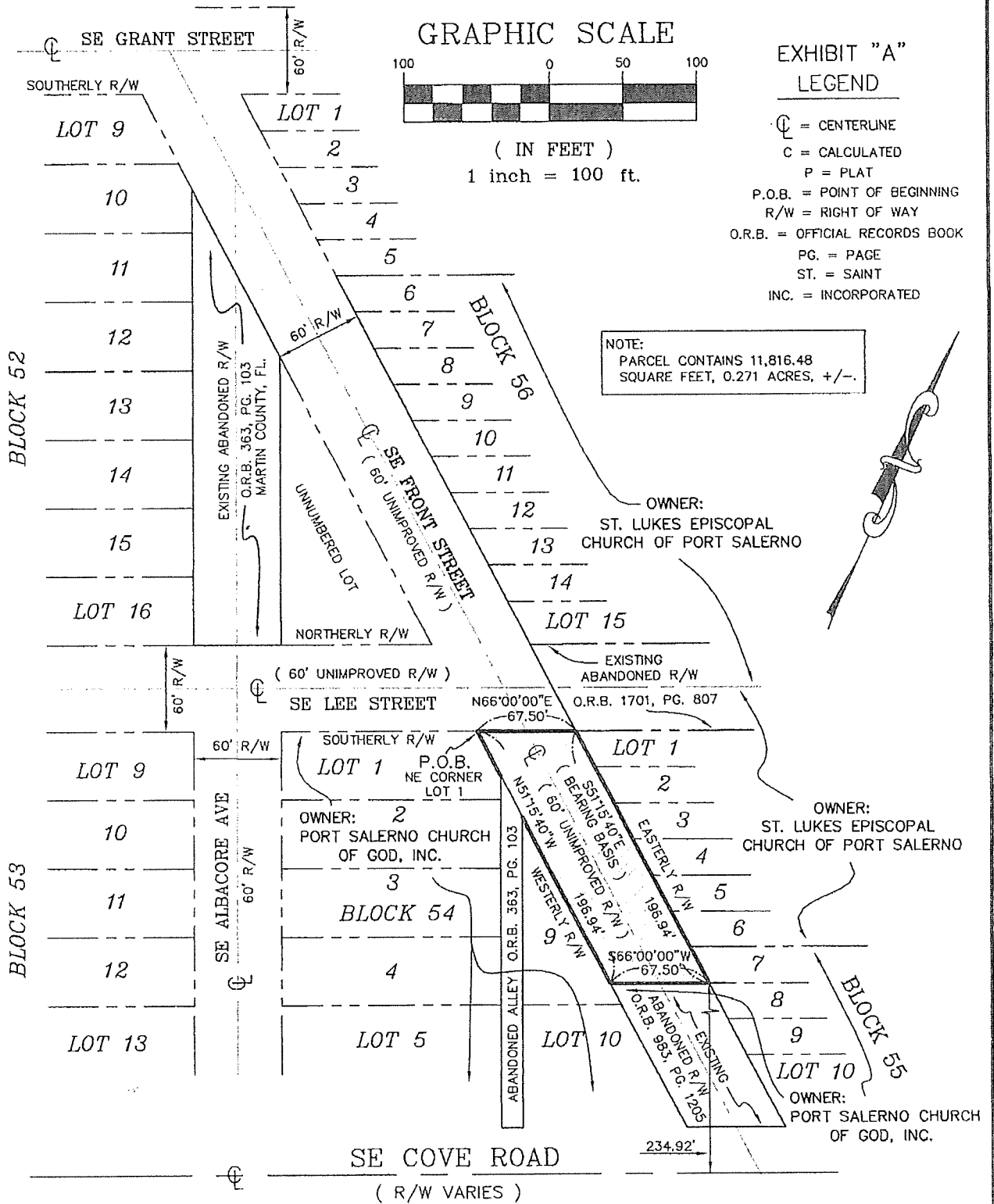
A. PROVIDED IN ITS ENTIRETY CONSISTING OF 2 SHEETS, WITH SHEET 2 BEING THE SKETCH OF DESCRIPTION.

B. REPRODUCTIONS OF THIS DESCRIPTION AND SKETCH ARE SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

FILE:

| | |
|-------------|------------|
| JOB #: | 185-01-15 |
| DRAWN BY: | S.J.B. |
| CHECKED BY: | S.J.B. |
| DATE: | 06/12/2018 |
| SCALE: | N/A |
| SHEET: | 1 OF 2 |

STEPHEN J. BROWN, INC.
 LICENSED BUSINESS NUMBER: 6484
 SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS
 619 EAST 5TH STREET, STUART, FLORIDA 34994 EMAIL: SJBINC@BELLSOUTH.NET (772) 288-7176



NOT A BOUNDARY SURVEY
 STEPHEN J. BROWN, INC

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
 REGISTRATION NO. 4049, STATE OF FLORIDA

| | |
|-------------|------------|
| FILE: | |
| JOB #: | 185-01-15 |
| DRAWN BY: | S.J.B. |
| CHECKED BY: | S.J.B. |
| DATE: | 03/22/2019 |
| SCALE: | 1" = 100' |
| SHEET: | 2 OF 2 |



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 19-0849

DEPT-1

Meeting Date: 12/3/2019

PLACEMENT: Departmental

TITLE:

OFFICE OF MANAGEMENT AND BUDGET ITEMS WHICH REQUIRE BOARD APPROVAL

EXECUTIVE SUMMARY:

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

DEPARTMENT: Administration

PREPARED BY: **Name:** Office of Management and Budget
Title:

REQUESTED BY: Various

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

This item serves as a placeholder for grant related items which require Board approval.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

Items requiring approval provided via Supplemental Memorandum.

RECOMMENDED ACTION:

RECOMMENDATION

Provided via Supplemental Memorandum.

ALTERNATIVE RECOMMENDATIONS

Provided via Supplemental Memorandum.

FISCAL IMPACT:**RECOMMENDATION**

Provided via Supplemental Memorandum.

| Funding Source | County Funds | Non-County Funds |
|----------------|--------------|------------------|
| | | |
| | | |
| | | |
| Subtotal | | |
| Project Total | | |

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

**MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM**

TO: Honorable Members of the Board of County Commissioners **DATE:** November 26, 2019

VIA: Taryn Kryzda
County Administrator

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

SUBJECT: OFFICE OF MANAGEMENT AND BUDGET ITEMS WHICH REQUIRE BOARD APPROVAL

GRANT ITEMS – PERMISSION TO APPLY

1. PERMISSION TO APPLY FOR THE SPENCER EDUCATIONAL FOUNDATION FISCAL YEAR 2019-2020, SUMMER INTERNSHIP GRANT FOR RISK MANAGEMENT STUDENT INTERN

- **Requestor** – Administration Department – Human Resources and Risk Management Division
- **Granting Agency** – Spencer Educational Foundation
- **Project Description** – Spencer Educational Foundation provides grants of up to \$7,500 to various agencies for compensation of a paid internship for students interested in the risk management field. The student must be seeking a Risk Management related field and must intern for the agency for a minimum of eight (8) consecutive weeks. The prospective internship start date is Summer 2020. This grant will allow one (1) student to gain real-world public-sector experience in risk management and be compensated for their internship with our organization.
- **Requested Grant Award** – \$7,500
- **Budgetary Impact** – None
- **Annual Operating Cost** – Staff time for grant administration.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved** – Human Resources and Risk Management would not be able to hire a paid intern.
- **Financial Fiscal impact if not approved** – Human Resources and Risk Management would not have available funding for a paid intern.

DOCUMENTS REQUIRING ACTION:

- None at this time.

RECOMMENDATION:

- Move that the Board authorize the Administration Department's Human Resources and Risk Management Division to apply for the Spencer Educational Foundation Grant for Fiscal Year 2019-2020.

2. PERMISSION TO APPLY FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) OFFICE OF ECOSYSTEM PROJECTS HARMFUL ALGAL BLOOM INNOVATIVE TECHNOLOGY GRANT

- **Requestor** – Martin County Public Works, Ecosystem Restoration and Management Division
- **Granting Agency** – Florida Department of Environmental Protection
- **Project Description** – This grant will allow Martin County to utilize innovative nutrient reduction technology at the Tropical Farms Wastewater Treatment Plant. Incorporating innovative technology into the County's wastewater treatment process will significantly reduce phosphorus and nitrogen in reclaimed water without the need to build additional infrastructure. Investing in nutrient reduction technology will reduce the impact of harmful algal blooms in areas where reclaimed water is used or discharged into adjacent waterbodies. This grant is part of Governor DeSantis' directive to the Blue Green Algae Task Force to identify solutions to harmful algal blooms that are known to impact the state of Florida.
- **Requested Grant Award** – Pro-forma up to \$5,000,000
- **Budgetary Impact** – No grant match.
- **Annual Operating Cost** – Staff time for grant administration

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved** – Project would not commence if permission is disapproved.
- **Financial Fiscal impact if not approved** – Not applicable

DOCUMENTS REQUIRING ACTION:

- None at this time

RECOMMENDATION:

- Move that the Board authorize the Ecosystem Restoration and Management Division to apply for the Florida Department of Environmental Protection Office of Ecosystem Projects Harmful Algal Bloom Innovative Technology Grant.

OTHER OMB

3. 800MHZ RADIO SYSTEMS COVERAGE LEASE/PURCHASE EQUIPMENT AGREEMENT BETWEEN MARTIN COUNTY AND MOTOROLA SOLUTIONS, INC.

Upon completion of the installation of a new 800 MHz radio system in November 2017, ITS received reports from Fire Rescue/Public Safety and the Martin County Sheriff's Office of poor in-building radio coverage in certain portions of Jupiter Island and the Tequesta portion of Martin County. The radio system was designed to meet a coverage requirement of 95% of the County land area and in testing achieved 98.6% of the tested area. Once in service, we learned that the tower location and antenna design left portions of the southeast county area with a weaker than optimal signal. After working with the consultant and the vendor on potential site locations and options, a design change was deemed prudent to address the coverage issues.

As a result of the study, ACD Telecom made two major recommendations:

- That a new tower would need to be erected in the extreme southeastern portion of the county to address inadequate coverage in the Tequesta area.
- That the county moves away from the current WMBX tower location to either South Fork High School or the Old Landfill site.

Sec. 4. 807 Land Development Regulations (LDR), Martin County Code regulates the public safety communications towers. As such, these towers may be exempt from standards such as, but not limited to structure type, and height requirements. The LDR requires public safety communication towers to be processed as a major development application. Due to the public health, safety and welfare needs evident for this tower, the County Commission may consider placing this project within the Capital Improvement Plan (CIP). Once this project is approved for placement in the CIP, the County Commission may consider exempting this tower from strict compliance with any part of the LDR.

In accordance with Section 1.4 Applicability of the LDR, when considering such an exemption, the BCC shall consider six factors. Each of those factors is reviewed below.

1. The purpose that the requirement is intended to serve.

The purpose of the towers is to address the significant loss of signal in the Tequesta area, as documented by the Vendor and ACD Telecom's studies.

2. Whether waiver of the requirement will detrimentally affect the health, safety and welfare of the community.

The waiver of provisions within Division 18, Wireless Communications Facilities, and any other LDR provisions will allow the County to quickly address the lack of coverage in the area so as to prevent detrimental effects to the health, safety and welfare of residents in the surrounding communities.

3. Whether any alternative measures can be taken to substantially meet the purposes of the requirement.

The studies noted above discussed alternatives and found the proposed tower locations to be the preferred alternatives.

4. The cost to the taxpayers of meeting the requirement as weighed against the benefits of the requirement.

The costs noted above are necessary to prevent detrimental effects to the health, safety and welfare of residents in the surrounding communities.

5. The nature and extent of the proposed improvement.

The proposed improvement is the construction of a new tower located in the extreme southeastern portion of the county and movement of the current WMBX tower location to the Old Landfill site.

6. No requirement may be waived if such waiver would be inconsistent with the requirements of the Comprehensive Plan.

The waiver is not inconsistent with the Comprehensive Plan. The Comp Plan Policy 14.1A.10. requires the County to evaluate the priority for public facilities and assigns high priority for "new public facilities and improvements to existing facilities to that eliminate public hazards."

STAFF RECOMMENDATIONS: After working with the consultant and the vendor on potential site locations and options the following system design change was deemed the prudent to address the coverage issues.

- Build a new 250' communications structure on the vacant land at the County Line Park location. The County Line Park location was chosen over Fire Station 36 due to potential interference, with the microwave system, caused by proximity to the USAF missile tracking station.
- Relocate the current WMBX communications site to the Old Landfill Site. This site was chosen as it allows enough site separation from County Line Rd site and the current site on Tower Drive. Moving away from WMBX will save the County approximately \$2,000 per month rent as well as provide greater control of physical security of the site.

Staff recommends that the County enter into an agreement with Motorola to provide for the designed changes to the Martin County 800 MHz radio system. The new design will put four (4) main communications towers east of I-95 that will address coverage needs for first responders today and well into the future, which includes a Public Safety Communications Structure for South County and the relocation of an existing communications site for Hobe Sound.

COMMUNICATIONS SYSTEM AGREEMENT

- **Contract Drafted by** – Motorola Solutions, Inc. and Martin County
- **Parties to Contract** – Motorola Solutions, Inc. and Martin County
- **Purpose of Contract** – For purchase, installation, testing, and use of the new equipment related to 800 MHz radio systems coverage
- **New/Renewed/Modified** – New
- **Duration** – Through one (1) year from the date of System Acceptance or Beneficial Use
- **Benefits to Martin County** – Improved coverage of the Public Safety Communications in southeast Martin County
- **Cost to Martin County** - \$2,603,726, interest rate 2.610% financed through the Tax-Exempt Lease/Purchase Equipment Agreement

TAX-EXEMPT LEASE/PURCHASE EQUIPMENT AGREEMENT

- **Contract Drafted by** – Motorola Solutions, Inc. and Martin County
- **Parties to Contract** – Motorola Solutions, Inc. (Lessor) and Martin County (Lessee)
- **Purpose of Contract** – For the Lease/Purchase Financing in the amount of \$2,351,868 the equipment related to 800 MHz radio systems coverage
- **New/Renewed/Modified** – New
- **Duration** – Through December 15, 2026
- **Benefits to Martin County** – Tax-exempt equipment lease/purchase
- **Cost to Martin County** – Total cost to the County of \$2,603,726, interest rate 2.610% for an annual payment of \$371,960

AUTHORIZING RESOLUTION:

DOCUMENTS REQUIRING ACTION:

- Communications System Agreement
- Lease/Purchase Equipment Agreement
- Authorizing Resolution
- Budget Resolution
- FY20 Capital Improvement Plan (CIP) Sheet

RECOMMENDATION:

- Move that the Board approve the Authorizing Resolution, including Exhibit A the Tax-Exempt Lease/Purchase Equipment Agreement and Exhibit B the Communications System Agreement; and
- Move that the Board authorize the Chairman to execute all documents necessary to complete the transaction; and
- Move that the Board adopt the Budget Resolution; and
- Move that the Board approve the new FY20 CIP sheet for this project; and
- Move that the Board waive compliance with Division 18 and other LDRs, in accordance with Section 1.4. LDR for the development and construction of the public safety communications structure.

4. BUDGET REQUEST TO UTILIZE PARKS MSTU FUNDS TO CONSTRUCT A NEW PLAYGROUND AND SHADE STRUCTURE AT PINEAPPLE PARK

The Parks and Recreation Department is requesting to use \$150,000 in Parks MSTU Reserves to help fund the construction of a new multi age appropriate playground, a permanent roof structure over it that would provide protection from the sun and rain and lighting, air circulation fans, a water fountain, benches and picnic tables.

A generous donation of \$400,000 from the family of Fred Ayers will provide for the majority of the cost to complete this project. The family has ties to the area and this park and approached the Parks and Recreation Department to use their donation to build a playground. Once complete, the playground will be named "The Fred Ayers Memorial Playground".

Pineapple Park is a heavily used athletic park frequented by families with various aged children. Many of Martin County's other athletic parks have playgrounds in them to allow for a more complete experience for families with multiple children. The addition of a full-service playground to this park will be a welcomed addition to this area as the nearest playground the County has is at Jensen Beach Elementary School.

The funding for this project will cover the all costs associated with the design, purchase and installation of these amenities.

The above aforementioned project is in line with the BOCC approved Parks and Recreation Master Plan Goals and Objectives. *Objective 1.4 – Develop new amenities at existing parks based on level of service analysis.*

The Office of Management and Budget (OMB) is requesting approval to allocate \$150,000 from Parks MSTU Reserves to fund the improvements. A Budget Resolution is also required to appropriate the \$400,000 into the FY20 Parks Capital Budget.

DOCUMENTS REQUIRING ACTION:

- New FY20 CIP sheet for Pineapple Park
- Budget Transfer from Parks MSTU Reserves
- Budget Resolution

RECOMMENDATION:

- Move that the Board adopt the new FY20 CIP sheet for Pineapple Park; and
- Move that the Board authorize a Budget Transfer from Parks MSTU Reserves in the amount of \$150,000; and
- Move that the Board adopt the Budget Resolution.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Office of Management and Budget - Supplemental Memo Attachments

Item #1 – PERMISSION TO APPLY FOR THE SPENCER EDUCATIONAL FOUNDATION FISCAL YEAR 2019-2020, SUMMER INTERNSHIP GRANT FOR RISK MANAGEMENT STUDENT INTERN

DOCUMENTS REQUIRING ACTION:

- None at this time

Permission to Apply for Grant Funding Priority Checklist

Department Requesting Permission to Apply: Administration-Human Resources/Risk Management Division

Name of Grant: Spencer Educational Foundation

Please check all that apply:

- ☐ The grant funding will provide for new public facilities and/or improvements that eliminate public hazards.
- ☐ The grant funding will aid in the repair, remodeling, renovation or replacement of obsolete or worn-out facilities that contribute to achieving or maintaining standards for levels of service adopted in the Comprehensive Growth Management Plan in accordance with standards.
- ☐ The grant funding will fund new or expanded facilities that reduce or eliminate deficiencies in levels of service for existing demand.
- ☐ The grant funding will fund improvements to existing and new facilities that significantly reduce the operating cost of providing a service or facility or otherwise mitigate impacts of public facilities on future operating budgets.
- ☐ The grant funding will fund new or expanded facilities that provide the adopted levels of service for new development and redevelopment during the next 10 fiscal years.
- ☐ The grant funding will fund new or expanded public facilities that are contained in a Community Redevelopment Plan and scheduled in the next five years.
- ☐ The grant funding will fund new facilities that exceed the adopted levels of service for new growth during the next five fiscal years by either: (a) providing excess public facility capacity that is needed by future growth beyond the next five years; or (b) providing higher quality public facilities than are contemplated in the County's normal design criteria for such facilities. (Please circle one).
- ☐ The grant funding will provide funding for a facility not described above but that the County is obligated to complete, provided that such obligation is evidenced by a written agreement approved by the Board of County Commissioners.
- ☐ All facilities scheduled for construction or improvement in accordance with the above shall be evaluated to identify any plans of State agencies or the South Florida Water Management District that affect or will be affected by the proposed County capital improvement.
- ☐ Project evaluation may also involve additional criteria that are unique to each type of public facility, as described in other elements of the Comprehensive Growth Management Plan.

☒ N/A - not applicable to any above



Martin County Board of County Commissioners Request for Intern

| | |
|---------------------------------|---|
| Department Contact: Tanyi Grimm | Department/Division: ADM - HR/Risk Management |
| Phone Number: 772-419-6968 | Desired Length of Internship: 12 Weeks |

Total Number of Interns Desired: 1

| Check the level of student desired and additional information as it applies: | |
|--|--|
| <input type="checkbox"/> High School Intern _____ Number Desired Program area of study: _____ (HVAC, Electrical, Automotive, etc.) | Unpaid Internship: <input type="radio"/> Paid Internship: Rate of Pay _____ per hour. <input type="radio"/> Provide account information for the funding source: _____ |
| <input checked="" type="checkbox"/> Undergraduate Student _____ Number Desired Major: <u>Risk Management</u> | Unpaid Internship: <input type="radio"/> Paid Internship: Rate of Pay <u>12.50</u> per hour. <input checked="" type="radio"/> Provide account information for the funding source: _____ |
| <input checked="" type="checkbox"/> Graduate Student _____ Number Desired Major: <u>Risk Management</u> | Unpaid Internship: <input type="radio"/> Paid Internship: Rate of Pay <u>12.5</u> per hour. <input checked="" type="radio"/> Provide account information for the funding source: _____ |
| <input type="checkbox"/> Vocational Student _____ Number Desired Trade (s) : _____ | Unpaid Internship: <input type="radio"/> Paid Internship: Rate of Pay _____ per hour. <input type="radio"/> Provide account information for the funding source: _____ |
| Is there a desired minimum GPA? (if so, please indicate) | 2.7 |
| Justification for Intern: Spencer Foundation (if provided grant to our organization) will provide a grant amount of \$7,500. Risk Management will introduce the public sector risk management to the student intern, giving them exposure to a public entity risk management program. | |

| | |
|---|---|
| Work Hours: (Indicate the primary work hours required schedule, or if flexible, note days/hours intern could work) | June 1, 2020 - August 21, 2020 (12 Weeks) Up to 40 hours a week RIMS Conference (anticipated - 07/28/2020 - 08/01/2020) |
| Physical work location address: | 2401 SE Monterey Road. Stuart, FL 34996 |
| Direct supervisor: name, email, phone number: | Tanyi Grimm / Carolyn Brada / Joshua Jenkins / Matt Graham |
| Internship Job Description – General Duties: | <p>The Risk Management Intern will independently perform a variety of administrative, technical, and organizational tasks in support of the HR/Risk Management team. In addition, they will also work in a team environment collaborating with internal and external industry professionals, such as government employees, adjusters, and other representatives.</p> <p>Responsibilities of this position may include the following:</p> <ul style="list-style-type: none"> •Assists in the claims management process for workers compensation claims and property damage claims •Identify and resolve data issues and discrepancies •Run and review audit reports •Develop and maintain business process documentation, including new processes and work-flows •Assist in preparing meeting materials and minutes •Participate in projects as assigned |
| Please provide the job assignment or project the intern will be assigned to. Define the length of time it would take to complete project/assignment. | Various projects as mentioned above in 12 weeks. |

Tanyi Grimm

Employee Printed Name



Employee Signature

11/18/2019

Date

Matthew Graham

Department Director Printed Name



Department Director Signature

11/19/19

Date



Office of Management and Budget - Supplemental Memo Attachments

Item #2 – PERMISSION TO APPLY FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) OFFICE OF ECOSYSTEM PROJECTS HARMFUL ALGAL BLOOM INNOVATIVE TECHNOLOGY GRANT

DOCUMENTS REQUIRING ACTION:

- None at this time



Office of Management and Budget - Supplemental Memo Attachments

Item #3 – 800MHZ RADIO SYSTEMS COVERAGE LEASE/PURCHASE EQUIPMENT AGREEMENT BETWEEN MARTIN COUNTY AND MOTOROLA SOLUTIONS, INC.

DOCUMENTS REQUIRING ACTION:

- Communications System Agreement
- Lease/Purchase Equipment Agreement
- Authorizing Resolution
- Budget Resolution
- FY20 Capital Improvement Plan (CIP) Sheet



October 21, 2019

Martin County, Florida
2401 S.E. Monterey Road
Stuart Florida 34996

Enclosed for your review please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement Schedule A#24714 are valid for contracts that are executed and returned to Motorola on or before **December 6, 2019**. After **12/6/19**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

A handwritten signature in black ink, appearing to read 'Bill Stancik', with a horizontal line above it.

MOTOROLA CREDIT CORPORATION
Bill Stancik

BOND COUNSEL WILL PROVIDE THE OPINION OF BOND COUNSEL

EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A **24714**
Lease Number:

This Equipment Schedule dated as of December 6, 2019 is being executed by MOTOROLA SOLUTIONS, INC. ("Lessor") and **MARTIN COUNTY, FLORIDA** (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **23826** dated as of December 31, 2015 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

| QUANTITY | DESCRIPTION (Manufacturer, Model, and Serial Nos.) |
|----------------------------|---|
| | Refer to attached Equipment List. |
| | |
| | |
| | |
| Equipment Location: | |

Initial Term: 84 Months

Commencement Date: 12/15/2019

First Payment Due Date: 12/15/2020

7 annual payments of \$371,960.83 as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

ATTEST:

LESSEE:
BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk of
Circuit Court and Comptroller

Chair

REVIEWED BY:

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY:**

Michael R. Merker, Chief Information Officer

Sarah W. Woods, County Attorney

Schedule A Page 2.

LESSOR: MOTOROLA SOLUTIONS, INC.

BY: _____
Uygar Gazioglu
Treasurer

SECTION 5

EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

| ITEM | QTY | NOMENCLATURE | DESCRIPTION |
|------|-----|--------------|--|
| 1 | 1 | SQM01SUM0273 | MASTER SITE CONFIGURATION |
| 1 | 3 | CA01316AA | ADD: UNC ADDTL DEVICE LIC (QTY 10) |
| 1 | 1 | CA02629AB | ADD: EXPAND 7.16 M CORE |
| 1 | 1 | UA00153AA | ADD: ASTRO 25 FDMA SITE LICENSE |
| 2 | 1 | SQM01SUM7054 | GTR 8000 EXPANDABLE SITE SUBSYSTEM |
| 2 | 1 | CA00716AA | ADD: ASTRO SYSTEM RELEASE 7.16 |
| 2 | 1 | CA00855AA | ADD: 700/800 MHZ |
| 2 | 1 | X304AE | ADD: QTY (4) GTR 8000 BASE RADIOS |
| 2 | 4 | CA01193AA | ADD: IP BASED MULTISITE BASE RADIO SOFTWARE |
| 2 | 4 | CA02684AA | ADD: AC ONLY POWER DISTRIBUTION |
| 3 | 4 | DS3500072 | NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS |
| 2 | 1 | CA00879AA | ADD: PRIMARY 6 PORT CAVITY COMBINER |
| 2 | 1 | CA00883AA | ADD: 800 MHZ TX FILTER W/PMU |
| 2 | 1 | CA01536AA | ADD: GPB 8000 REFERENCE DISTRIBUTION MODULE |
| 2 | 1 | CA01537AA | ADD: REFERENCE DISTRIBUTION SOFTWARE |
| 2 | 1 | X882AH | ADD: 7.5 FT OPEN RACK, 48RU |
| 4 | 1 | SQM01SUM7054 | GTR 8000 EXPANDABLE SITE SUBSYSTEM |
| 4 | 1 | CA00716AA | ADD: ASTRO SYSTEM RELEASE 7.16 |
| 4 | 1 | CA00855AA | ADD: 700/800 MHZ |
| 4 | 1 | X304AE | ADD: QTY (4) GTR 8000 BASE RADIOS |
| 4 | 4 | CA01193AA | ADD: IP BASED MULTISITE BASE RADIO SOFTWARE |
| 4 | 4 | CA02684AA | ADD: AC ONLY POWER DISTRIBUTION |
| 5 | 4 | DS3500072 | NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS |
| 4 | 1 | CA00880AA | ADD: EXPANSION 6 PORT CAVITY COMBINER |
| 4 | 1 | CA00883AA | ADD: 800 MHZ TX FILTER W/PMU |
| 4 | 1 | CA01058AA | ADD: 700/800 PHASING HARNESS |
| 4 | 2 | CA00885AA | ADD: HIGH AVAILABILITY XHUB |
| 4 | 1 | X882AH | ADD: 7.5 FT OPEN RACK, 48RU |
| 6 | 1 | SQM01SUM7054 | GTR 8000 EXPANDABLE SITE SUBSYSTEM |
| 6 | 1 | CA00716AA | ADD: ASTRO SYSTEM RELEASE 7.16 |
| 6 | 1 | CA00855AA | ADD: 700/800 MHZ |
| 6 | 1 | X306AC | ADD: QTY (6) GTR 8000 BASE RADIOS |



| ITEM | QTY | NOMENCLATURE | DESCRIPTION |
|------|-----|-----------------|--|
| 6 | 6 | CA01193AA | ADD: IP BASED MULTISITE BASE RADIO SOFTWARE |
| 6 | 6 | CA02684AA | ADD: AC ONLY POWER DISTRIBUTION |
| 7 | 6 | DS3500072 | NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS |
| 6 | 1 | CA00879AA | ADD: PRIMARY 6 PORT CAVITY COMBINER |
| 6 | 1 | CA00883AA | ADD: 800 MHZ TX FILTER W/PMU |
| 6 | 2 | CA00885AA | ADD: HIGH AVAILABILITY XHUB |
| 6 | 1 | X882AH | ADD: 7.5 FT OPEN RACK, 48RU |
| 8 | 1 | DS428E83I01M110 | MULTICOUPLER UNIT, NON-DIVERSITY, 796-824 MHZ, SNMP, 110 VAC |
| 9 | 1 | DS428E83I01T | TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS |
| 10 | 2 | DSTSJADP | RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS |
| 11 | 2 | DSTSJ100BT | SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN |
| 12 | 2 | SQM01SUM0205 | GGM 8000 GATEWAY |
| 12 | 2 | CA01616AA | ADD: AC POWER |
| 13 | 2 | CLN1856 | 2620-24 ETHERNET SWITCH |
| 14 | 1 | DSDS8M11PDAUD | 806-869MHz MAGNUM ANT, 11dBd, A PATTERN |
| 15 | 15 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| 16 | 2 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| 17 | 2 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING |
| 18 | 280 | L3599 | AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET |
| 19 | 2 | DS114EZDF | 114EZ DIN FEMALE CONNECTOR |
| 20 | 4 | DSSG11406B2A | SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT |
| 21 | 2 | DSL6SGRIP | L6SGRIP 1-1/4" SUPPORT HOIST GRIP |
| 22 | 8 | TDN7519 | 42396A-1 1-1/4" CABLE HANGER KIT STAINLESS |
| 23 | 1 | DSTSXD FMBF | RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL |
| 24 | 1 | DSGSAKITD | GROUND STRAP KIT - DIN |
| 25 | 25 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| 26 | 1 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| 27 | 1 | DSL4DRPS | L4DR-PS 1/2" 7-16 DIN MALE RIGHT ANGLE CONNECTOR |
| 28 | 1 | DSDS8M11PDAU | 806-869MHz MAGNUM ANT, 11dBd, A PATTERN |
| 29 | 15 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| 30 | 2 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| 31 | 2 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING |
| 32 | 280 | L3599 | AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET |
| 33 | 2 | DS114EZDF | 114EZ DIN FEMALE CONNECTOR |
| 34 | 4 | DSSG11406B2A | SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT |
| 35 | 2 | DSL6SGRIP | L6SGRIP 1-1/4" SUPPORT HOIST GRIP |



| ITEM | QTY | NOMENCLATURE | DESCRIPTION |
|------|-----|--------------|--|
| 36 | 8 | TDN7519 | 42396A-1 1-1/4" CABLE HANGER KIT STAINLESS |
| 37 | 1 | DSTSXD FMBF | RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL |
| 38 | 1 | DSGSAKITD | GROUND STRAP KIT – DIN |
| 39 | 25 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| 40 | 1 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| 41 | 1 | DSL4DRPS | L4DR-PS 1/2" 7-16 DIN MALE RIGHT ANGLE CONNECTOR |
| 42 | 1 | DS9100123 | TTA MOUNTING BRACKET FOR 428D, 432, 433, 434, AND 435 SERIES |
| 43 | 1 | DSDS8M11PDAU | 806-869MHz, MAGNUM ANT, 11dBd, A PATTERN |
| 44 | 15 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| 45 | 1 | DDN1088 | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE |
| 46 | 1 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| 47 | 5 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING |
| 48 | 5 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| 49 | 2 | DDN1088 | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE |
| 50 | 280 | L3323 | 7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORRUGATED CABLE (AVA5-50FX)/FOOT |
| 51 | 2 | DDN1079 | 78EZNFM N FEMALE MOT CONNECTOR (MOTOROLA SPECIFIC) |
| 52 | 4 | DSSG7806B2A | SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE |
| 53 | 2 | DSL5SGRIP | L5SGRIP 7/8" SUPPORT HOIST GRIP |
| 54 | 280 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| 55 | 1 | DDN1088 | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE |
| 56 | 1 | DDN1089 | L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE |
| 57 | 4 | DSSG1206B2A | SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT |
| 58 | 2 | DSL4SGRIP | L4SGRIP SUPPORT HOIST GRIP 1/2" LDF |
| 59 | 8 | MDN6816 | STD HANGERS FOR 1/2IN CABLE & EW180/EW220/EW-HANGER KIT STAINLESS-10PK |
| 60 | 8 | MDN6817 | 42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK |
| 61 | 1 | DS1090501WA | RF SPD, 700-1000MHZ BROADBAND 12 VDC PASS NM ANTENNA, NF EQUIPMENT |
| 62 | 1 | DS1090501WA | RF SPD, 700-1000MHZ BROADBAND 12 VDC PASS NM ANTENNA, NF EQUIPMENT |
| 63 | 25 | L1700 | FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT |
| 64 | 2 | DDN9769 | F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE |
| 65 | 25 | L1702 | FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT |
| 66 | 2 | DDN9682 | F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR |
| 67 | 1 | F4544 | SITE MANAGER ADVANCED |
| 67 | 1 | VA00872 | ADD: SDM ASTRO RTU FW CURR ASTRO REL |
| 67 | 1 | V592 | AAD TERM BLCK & CONN WI |
| 67 | 1 | VA00905 | ADD:24/48 VDC PS TO SM |
| 68 | 1 | T7955 | SDM3000 ALL CONFIGURATION SOFTWARE AND |

| ITEM | QTY | NOMENCLATURE | DESCRIPTION |
|------|-----|-----------------|---|
| | | | FIRMWARE TO CURRENT VERSION |
| 68 | 1 | CA02403AA | ADD: SDM3000_ASTRO_RTU AND SDM3000_SNT FIRMWARE DOWNGRADE |
| 69 | 2 | PMUG1017A | GNSS REMOTE RECEIVER ASSY |
| 70 | 2 | DSWM4 | HEAVY DUTY W STYLE WALL MOUNT WITH 4 INCH STAND-OFF |
| 71 | 2 | DSIX2L1M1DC48IG | SPD, HPD GPS DATA LINE, 48VDC, HARD WIRE WITH ISOLATED GROUNDING |
| 72 | 2 | DS30C87465CO2 | 350' OUTDOOR UV PROTECTED CABLE 6 PR, 22AWG DB15 |
| 73 | 1 | DSDS8M14PH2U | 806-869MHz, MAGNUM ANT, 16E/BIDIRECTIONAL |
| 74 | 15 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| 75 | 2 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| 76 | 2 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING |
| 77 | 430 | L3599 | AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET |
| 78 | 2 | DS114EZDF | 114EZ DIN FEMALE CONNECTOR |
| 79 | 5 | DSSG11406B2A | SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT |
| 80 | 2 | DSL6SGRIP | L6SGRIP 1-1/4" SUPPORT HOIST GRIP |
| 81 | 8 | TDN7519 | 42396A-1 1-1/4" CABLE HANGER KIT STAINLESS |
| 82 | 1 | DSTSXD FMBF | RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET |
| 83 | 1 | DSGSAKITD | GROUND STRAP KIT – DIN |
| 84 | 25 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| 85 | 1 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| 86 | 1 | DSL4DRPS | L4DR-PS 1/2" 7-16 DIN MALE RIGHT ANGLE CONNECTOR |
| 87 | 1 | DS8M14PH2U | 806-869MHz MAGNUM ANT, 16E/BIDIRECTIONAL |
| 88 | 15 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| 89 | 2 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| 90 | 2 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING |
| 91 | 430 | L3599 | AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET |
| 92 | 2 | DS114EZDF | 114EZ DIN FEMALE CONNECTOR |
| 93 | 5 | DSSG11406B2A | SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT |
| 94 | 2 | DSL6SGRIP | L6SGRIP 1-1/4" SUPPORT HOIST GRIP |
| 95 | 8 | TDN7519 | 42396A-1 1-1/4" CABLE HANGER KIT STAINLESS |
| 96 | 1 | DSTSXD FMBF | RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET |
| 97 | 1 | DSGSAKITD | GROUND STRAP KIT – DIN |
| 98 | 25 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| 99 | 1 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| 100 | 1 | DSL4DRPS | L4DR-PS 1/2" 7-16 DIN MALE RIGHT ANGLE CONNECTOR |
| 101 | 1 | DSDS8M14PH2U | 806-869MHz, MAGNUM ANT, 16E/BIDIRECTIONAL |
| 102 | 15 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |

| ITEM | QTY | NOMENCLATURE | DESCRIPTION |
|------|-----|------------------|--|
| 103 | 1 | DDN1088 | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE |
| 104 | 1 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| 105 | 5 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING |
| 106 | 5 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| 107 | 2 | DDN1088 | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE |
| 108 | 430 | L3323 | AVA5-50, 7/8 IN VIRTUAL AIR COAXIAL CABLE, CORRUGATED COPPER |
| 109 | 2 | DDN1079 | 78EZNFM N FEMALE MOT CONNECTOR (MOTOROLA SPECIFIC) |
| 110 | 5 | DSSG7806B2A | SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE |
| 111 | 2 | DSL5SGRIP | L5SGRIP 7/8" SUPPORT HOIST GRIP |
| 112 | 430 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| 113 | 1 | DDN1088 | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE |
| 114 | 1 | DDN1089 | L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE |
| 115 | 5 | DSSG1206B2A | SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT |
| 116 | 2 | DSL4SGRIP | L4SGRIP SUPPORT HOIST GRIP 1/2" LDF |
| 117 | 8 | MDN6816 | STD HANGERS FOR 1/2IN CABLE & EW180/EW220/EW-HANGER KIT STAINLESS-10PK |
| 118 | 8 | MDN6817 | 42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK |
| 119 | 1 | DS1090501WA | RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG |
| 120 | 1 | DS1090501WA | RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG |
| 121 | 25 | L1700 | FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT |
| 122 | 2 | DDN9769 | F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE |
| 123 | 25 | L1702 | FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT |
| 124 | 2 | DDN9682 | F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR |
| 125 | 1 | DS428E83I01T | TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS |
| 126 | 1 | DS9100123 | TTA MOUNTING BRACKET FOR 428D, 432, 433, 434, AND 435 SERIES |
| 127 | 2 | PMUG1017A | GNSS REMOTE RECEIVER ASSY |
| 128 | 2 | DSWM4 | HEAVY DUTY W STYLE WALL MOUNT WITH 4 INCH STAND-OFF |
| 129 | 2 | DSIX2L1M1DC48IG | SPD, HPD GPS DATA LINE, 48VDC, HARD WIRE WITH ISOLATED GROUNDING |
| 130 | 2 | DS30C87465CO2 | 350' OUTDOOR UV PROTECTED CABLE 6 PR, 22AWG DB15 |
| 131 | 1 | DQMWMARTINCOUNTY | MW RADIO EQUIPMENT |
| 132 | 1 | DQMWMARTINCOUNTY | MW RADIO EQUIPMENT |
| 133 | 1 | DQMWMARTINCOUNTY | MW RADIO EQUIPMENT |
| 134 | 1 | DQMWMARTINCOUNTY | MW RADIO EQUIPMENT |
| 135 | 1 | DQMWMARTINCOUNTY | MW RADIO EQUIPMENT |



| ITEM | QTY | NOMENCLATURE | DESCRIPTION |
|------|-----|-----------------|---|
| 136 | 1 | TT1000 | MSB, 12' X 16.5' CONCRETE BLDG, INCLS UPS & GENERATOR, FULLY COMPLETE |
| 136a | 1 | TT00003AA | ADD: INDOOR GENERATOR (ADDS 10' LENGTH TO BLDG, OD GEN TO ID GEN) |
| 136b | 1 | TT00008AA | ADD: EXT GENERATOR RECEPT (EMERG/PORT GEN HOOKUP), MANUAL TRNSFR SW |
| 137 | 1 | TT1000 | MSB, 12' X 16.5' CONCRETE BLDG, INCLS UPS & GENERATOR, FULLY COMPLETE |
| 137a | 1 | TT00003AA | ADD: INDOOR GENERATOR (ADDS 10' LENGTH TO BLDG, OD GEN TO ID GEN) |
| 137b | 1 | TT00008AA | ADD: EXT GENERATOR RECEPT (EMERG/PORT GEN HOOKUP), MANUAL TRNSFR SW |
| 138 | 1 | S3R 20-0073-TJH | Sabre 250-foot self-supported tower |
| 139 | 1 | | FTS 370d Medium Intensity Strobe |
| 140 | 1 | SQM01SUM0273 | MASTER SITE CONFIGURATION |
| 140a | 1 | CA02629AD | ADD: EXPAND 7.18 M CORE |
| 140b | 1 | UA00153AA | ADD: ASTRO 25 FDMA SITE LICENSE |
| 140c | 1 | CA01316AA | ADD: UNC ADDTL DEVICE LIC (QTY 10) |
| 141 | 1 | T7039 | GTR 8000 Base Radio |
| 141a | 1 | CA00855AA | ADD: 700/800 MHZ |
| 141b | 1 | CA01948AA | ADD: CONVENTIONAL SOFTWARE |
| 141c | 1 | X153AW | ADD: RACK MOUNT HARDWARE |
| 141d | 1 | CA00718AA | ADD: ASTRO SYSTEM RELEASE 7.18 |
| 142 | 1 | T7039 | GTR 8000 Base Radio |
| 142a | 1 | CA00855AA | ADD: 700/800 MHZ |
| 142b | 1 | CA01948AA | ADD: CONVENTIONAL SOFTWARE |
| 142c | 1 | X153AW | ADD: RACK MOUNT HARDWARE |
| 142d | 1 | CA00718AA | ADD: ASTRO SYSTEM RELEASE 7.18 |
| 143 | 1 | DS428E83I01M110 | MULTICOUPLER UNIT, NON-DIVERSITY, 796-824 MHZ, SNMP, 110 VAC |
| 144 | 1 | DS428E83I01T | TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS |
| 145 | 1 | DSPCD013V6 | 6 CHANNEL COMBINER KIT, STANDARD ISOLATION, 851-870 MHZ |



| ITEM | QTY | NOMENCLATURE | DESCRIPTION |
|------|-----|--------------|---|
| 146 | 1 | TRN7343 | SEVEN AND A HALF FOOT RACK |
| 147 | 1 | DLN6895 | FRU: PA 7/800 MHz |
| 148 | 1 | DLN6883 | FRU: XCVR 7/800 MHZ V2 W/OPT CARD |
| 149 | 1 | DLN6634 | FRU: 700/800 MHZ SITE LNA |
| 150 | 1 | DLN6781 | FRU: POWER SUPPLY |
| 151 | 1 | DLN6898 | FRU: FAN MODULE |
| 152 | 1 | DLN6455 | CONFIGURATION/SERVICE SOFTWARE |
| 153 | 15 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| 154 | 2 | DSL4TNMP5A | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE |
| 155 | 1 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| 156 | 2 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING |
| 157 | 400 | L3599 | AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET |
| 158 | 1 | DS114EZDF | 114EZ DIN FEMALE CONNECTOR |
| 159 | 9 | DSSG11412B2U | SG114-12B2U 1-1/4" SUREGROUND GROUNDING KIT |
| 160 | 2 | DSL6SGRIP | L6SGRIP 1-1/4" SUPPORT HOIST GRIP |
| 161 | 1 | DS114EZNF | TYPE N FEMALE FOR 1-1/4 IN FXL1480 AND AVA6-50 CABLE |
| 162 | 14 | TDN7519 | 42396A-1 1-1/4" CABLE HANGER KIT STAINLESS |
| 163 | 1 | DSTSXD FMBF | RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET |
| 164 | 1 | DSGSAKITD | GROUND STRAP KIT - DIN |
| 165 | 25 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| 166 | 1 | DDN1088 | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE |
| 167 | 1 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| 168 | 15 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| 169 | 2 | DDN1088 | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE |
| 170 | 5 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING |
| 171 | 5 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |

| ITEM | QTY | NOMENCLATURE | DESCRIPTION |
|------|-----|--------------|--|
| 172 | 2 | DSL4TNMPSA | TYPE N MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50 |
| 173 | 400 | DSAVA550 | AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET |
| 174 | 2 | DSA5NFS | N FEMALE FOR AVA5-50 CABLE |
| 175 | 9 | DSSG7812B2U | SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE |
| 176 | 2 | DSL5SGRIP | L5SGRIP 7/8" SUPPORT HOIST GRIP |
| 177 | 400 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| 178 | 1 | DDN1088 | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE |
| 179 | 1 | DDN1089 | L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE |
| 180 | 9 | DSSG1212B2U | SG12-12B2U, SUREGROUND 1/2", 48" |
| 181 | 2 | DSL4SGRIP | L4SGRIP SUPPORT HOIST GRIP 1/2" LDF |
| 182 | 14 | MDN6816 | STD HANGERS FOR 1/2IN CABLE & EW180/EW220/EW-HANGER KIT STAINLESS-10PK |
| 183 | 14 | MDN6817 | 42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK |
| 184 | 1 | DS1090501WA | RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG |
| 185 | 1 | DS1090501WA | RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG |
| 186 | 25 | L1700 | FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT |
| 187 | 2 | DDN9769 | F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE |
| 188 | 25 | L1702 | FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT |
| 189 | 2 | DDN9682 | F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR |
| 190 | 1 | SQM01SUM0205 | GGM 8000 GATEWAY |
| 190a | 1 | CA01616AA | ADD: AC POWER |
| 190b | 1 | CA02141AA | ADD: LOW DENSITY ENH CONV GATEWAY |
| 191 | 1 | CLN1868 | 2930F 24-PORT SWITCH |
| 192 | 1 | TRN7343 | SEVEN AND A HALF FOOT RACK |
| 193 | 1 | SQM01SUM0205 | GGM 8000 GATEWAY |
| 193a | 1 | CA01616AA | ADD: AC POWER |
| 193b | 1 | CA02141AA | ADD: LOW DENSITY ENH CONV GATEWAY |

| ITEM | QTY | NOMENCLATURE | DESCRIPTION |
|------|-----|--------------|--|
| 194 | 1 | GEN20KW | 20 KW DIESEL GENERATOR OUTDOOR - NO INSTALLATION INCLUDED |



Martin County, Florida (Schedule B # 24714)

Compound Period: Annual

Nominal Annual Rate: 2.610%

CASH FLOW DATA

| Event | Date | Amount | Number | Period | End Date |
|-----------------|------------|-----------------|--------|--------|------------|
| 1 Lease | 12/15/2019 | \$ 2,351,868.00 | 1 | | |
| 2 Lease Payment | 12/15/2020 | \$ 371,960.83 | 7 | Annual | 12/15/2026 |

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

| | Date | Lease Payment | Interest | Principal | Balance |
|--------------|------------|-----------------|---------------|-----------------|-----------------|
| Lease | 12/15/2019 | | | | \$ 2,351,868.00 |
| 1 | 12/15/2020 | \$ 371,960.83 | \$ 61,383.75 | \$ 310,577.08 | \$ 2,041,290.92 |
| 2 | 12/15/2021 | \$ 371,960.83 | \$ 53,277.69 | \$ 318,683.14 | \$ 1,722,607.78 |
| 3 | 12/15/2022 | \$ 371,960.83 | \$ 44,960.06 | \$ 327,000.77 | \$ 1,395,607.01 |
| 4 | 12/15/2023 | \$ 371,960.83 | \$ 36,425.34 | \$ 335,535.49 | \$ 1,060,071.52 |
| 5 | 12/15/2024 | \$ 371,960.83 | \$ 27,667.87 | \$ 344,292.96 | \$ 715,778.56 |
| 6 | 12/15/2025 | \$ 371,960.83 | \$ 18,681.82 | \$ 353,279.01 | \$ 362,499.55 |
| 7 | 12/15/2026 | \$ 371,960.83 | \$ 9,461.28 | \$ 362,499.55 | \$ - |
| Grand Totals | | \$ 2,603,725.81 | \$ 251,857.81 | \$ 2,351,868.00 | |

INITIAL INSURANCE REQUIREMENT: \$2,351,868.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

ATTEST:

LESSEE:
BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk of
Circuit Court and Comptroller

Chair

Schedule B page 2

REVIEWED BY:

Michael R. Merker, Chief Information Officer

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY:**

Sarah W. Woods, County Attorney

LESSOR: MOTOROLA SOLUTIONS, INC.

BY: _____
Uygar Gazioglu
Treasurer

CERTIFICATE OF INCUMBENCY

I, Carolyn Timmann do hereby certify that I am the duly elected or

(Signature of Clerk of the Circuit Court and Comptroller)

appointed and acting Clerk of the Circuit Court and Comptroller of **MARTIN COUNTY,**

FLORIDA , an entity duly organized and existing under the laws of the **State of Florida** that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding offices set forth opposite of their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement Schedule A number **24714** dated December 6, 2019, between **MARTIN COUNTY, FLORIDA** and Motorola Solutions, Inc. .

Name

Title

Signature

Chair

(Individual who signed Lease documents should be listed here and sign where applicable)

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **MARTIN COUNTY, FLORIDA** , hereto this _____ day of December, 2019.

By:

Carolyn Timmann

(Signature of Clerk of the Circuit Court and Comptroller)

SEAL

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **MARTIN COUNTY, FLORIDA**?
3. Does the equipment replace existing equipment?

If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

ATTEST:

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

Carolyn Timmann, Clerk of
Circuit Court and Comptroller

Chair

REVIEWED BY:

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY:**

Michael R. Merker, Chief Information Officer

Sarah W. Woods, County Attorney

BOND COUNSEL WILL PROVIDE 8038-G FORM

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date: December 31, 2015

Lease Schedule A Date: December 6, 2019

Equipment Lease Purchase Agreement No.: 23826

Lease Schedule A No. : 24714

EQUIPMENT INFORMATION

| QUANTITY | MODEL NUMBER | EQUIPMENT DESCRIPTION |
|----------|--------------|---|
| | | Equipment referenced in lease Schedule A# 24714 dated December 6, 2019. See Schedule A for a detailed Equipment List. |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

LESSEE:

MARTIN COUNTY, FLORIDA

Date Accepted: _____

By: _____

RESOLUTION NO. 19-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA AUTHORIZING THE LEASE PURCHASE FINANCING OF THE ACQUISITION AND INSTALLATION OF CERTAIN COMMUNICATIONS EQUIPMENT; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF SCHEDULES A AND B TO AN EXISTING EQUIPMENT LEASE-PURCHASE AGREEMENT, DATED AS OF DECEMBER 31, 2015, AND COMMUNICATIONS SYSTEM AGREEMENT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Martin County, Florida (the "County") has previously entered into an Equipment Lease-Purchase Agreement with Motorola Solutions, Inc. (the "Lessor") on December 31, 2015 (the "Master Equipment Lease-Purchase Agreement"); and

WHEREAS, the Board of County Commissioners of County has determined that a true and very real need exists for the acquisition and financing of certain communications equipment (the "Equipment"); and

WHEREAS, in order to finance the costs of acquisition, purchase, financing and leasing of the Equipment, the County now desires to supplement the Master Equipment Lease-Purchase Agreement by approving the execution and delivery of Schedules A and B to be attached thereto ("Lease No. 24714"), in the form attached hereto as Exhibit A; and

WHEREAS, the County has taken the necessary steps to arrange for the acquisition and financing of the Equipment; and

WHEREAS, the proposal submitted by the Lessor to the County for the acquisition and financing of the Equipment contained the terms most advantageous to the County; and

WHEREAS, the County now desires to authorize and approve the Communications System Agreement/Additional Site to P25 System Lease Purchase between the County and the Lessor (the "Communications System Agreement") in connection with the lease purchase financing of the Equipment, in substantially the form attached hereto as Exhibit B; and

WHEREAS, Lease No. 24714 does not obligate the County beyond 12 months; and

WHEREAS, the transaction costs to the County associated with execution and delivery of Lease No. 24714 includes legal fees and expenses and such other expenses as may be necessary of incidental.

NOW, THEREFORE, IT IS HEREBY ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA:

SECTION 1. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 125, Florida Statutes, Chapter 29, Article 2, Code of Laws and Ordinances of the County, and other applicable provisions of law (collectively, the "Act").

SECTION 2. RECITALS.

(A) The findings and declarations of the County contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(B) It is in the best interests of the County and its inhabitants to acquire and finance the Equipment as contemplated hereunder.

(C) It is hereby ascertained, determined and declared that, in light of prevailing and anticipated market conditions, it is in the best interest of the County to enter into the Communications System Agreement and Lease No. 24714 upon the satisfaction of the conditions set forth in Section 3 hereof.

SECTION 3. AUTHORIZATION OF LEASE PURCHASE FINANCING, LEASE NO. 24714 AND COMMUNICATIONS SYSTEM AGREEMENT.

(A) The County is hereby authorized to execute and deliver Lease No. 24714 in an aggregate principal amount not to exceed \$2,351,868.00 for a term that ends on or before December 15, 2026, at an interest rate of not to exceed 2.61%. Subject to compliance with the parameters in the immediately preceding sentence, the Chairman, or in his or her unavailability, the Vice Chairman (collectively, the "Chairman") is hereby authorized to execute and deliver Lease No. 24714 and the Communications System Agreement.

(B) Because of the characteristics of Lease No. 24714, prevailing market conditions, and additional savings to be realized from an expeditious execution and delivery of Lease No. 24714, it is in the best interest of the County to execute and deliver Lease No. 24714 in a private negotiated financing transaction. Prior to the execution and delivery of Lease No. 24714, the County shall receive a Disclosure Letter from the Lessor containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

(C) Lease No. 24714 and the Communications System Agreement, substantially in the forms attached hereto as Exhibit A and Exhibit B, respectively, are hereby approved, with such omissions, insertions and variations as may be approved on behalf of the

County by the Chairman, such approval to be evidenced conclusively by the Chairman's execution thereof. Subject to compliance with the parameters in Section 3(A) hereof, the Chairman is hereby authorized to execute and deliver Lease No. 24714 and the Communications System Agreement to be attested by the Clerk of the Circuit Court and Comptroller or any Deputy Clerk (collectively, the "Clerk") and to be approved as to form & legal sufficiency by the County Attorney or any Assistant County Attorney (collectively, the "County Attorney").

SECTION 4. TAX COVENANTS. The County covenants with the Lessor that it shall not use the Equipment in any manner which would cause the interest payment under Lease No. 24714 to be or become includable in the gross income of the Lessor for federal income tax purposes. The County covenants with the Lessor that neither the County nor any person under its control or direction will make any use the Equipment (or amounts deemed to be proceeds under the Code) in any manner which would cause such Lease No. 24714 to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed (the "Code") and neither the County nor any other person shall do any act or fail to do any act which would cause the interest payment under Lease No. 24714 to become includable in the gross income of the Lessor for federal income tax purposes. The County hereby covenants with the Lessor that it will comply with all provisions of the Code necessary to maintain the exclusion of the interest payment under Lease No. 24714 from the gross income of the Lessor for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

SECTION 5. ADDITIONAL AUTHORIZATIONS; NO PERSONAL LIABILITY. The Chairman, the County Administrator of the County, the Clerk, the County Attorney and the officers and agents of the County, are hereby authorized and directed to all acts and things required by them by the provisions of Lease No. 24714 and the Communications System Agreement in connection with the lease purchase financing of the acquisition of the Equipment, to the extent that full compliance with the terms thereof shall be effected.

SECTION 6. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. REPEALER. All resolutions or parts thereof in conflict herewith, if any, are hereby repealed.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption and authentication as provided by law.

Passed and Adopted this 3rd day of December, 2019, at a regular meeting duly called and held.

MARTIN COUNTY, FLORIDA

_____, Chairman
Board of County Commissioners

ATTEST:

Carolyn Timmann, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

EXHIBIT A
FORM OF LEASE NO. 24714

EXHIBIT B

FORM OF COMMUNICATIONS SYSTEM AGREEMENT

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, as lessor, proposes to negotiate with Martin County, Florida (the "County") for the execution and delivery of Lease No. 24714, as such term is defined in a resolution adopted by the Board of County Commissioners of the County on December 3, 2019 (the "Resolution"). Prior to the execution and delivery of Lease No. 24714, the following information is hereby furnished to the County:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lessor") in connection with the execution and delivery of Lease No. 24714 (any such fees and expenses to be paid by the County):

None

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lessor in connection with the execution and delivery of Lease No. 24714 to any person not regularly employed or retained by the Lessor (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lessor, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lessor, or to the knowledge of the Lessor, with the County, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the County and the Lessor or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Lessor.

3. The amount of the upfront fee or spread expected to be realized by the Lessor is \$0. At or about the time of closing the Lessor intends to assign to Motorola Solutions Credit Company LLC all of its interest in and to Lease No. 24714.

4. The management fee to be charged by the Lessor is \$0.

5. Truth-in-Bonding Statement:

Lease No. 24714 is being executed and delivered to finance the acquisition of certain communications equipment.

Lease No. 24714 is payable from lawful funds of the County, subject to annual appropriation, in the manner and to the extent described in the Master Equipment Lease-Purchase Agreement, as such term is defined in the Resolution. Execution and delivery of Lease No. 24714 is estimated to result in a maximum of \$371,960.83 of revenues of the County not being available to finance the other services of the County in each year for approximately 7 years.

6. The name and address of the Lessor is as follows:

Motorola Solutions, Inc.
1303 E. Algonquin Road
Schaumburg, Illinois 60196

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lessor this 6th day of December, 2019.

MOTOROLA SOLUTIONS, INC.

By: _____

Name: _____

Title: Authorized Signatory

Communications System Agreement
Additional Site to P25 System
Lease Purchase

Motorola Solutions, Inc. ("Motorola") and Martin County, Florida ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

| | |
|-----------|--|
| Exhibit A | Software License Agreement |
| Exhibit B | Motorola's Proposal dated October 14, 2019 |
| Exhibit C | Service Terms and Conditions, if applicable |
| Exhibit D | Equipment Lease Purchase Agreement Delivery and Acceptance Certificate |
| Exhibit E | System Acceptance Certificate |

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.3. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or otherwise identified in writing at the time of disclosure as being trade secrets in accordance with Section 812.081, Florida Statutes; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; is explicitly approved for release by written authorization of the disclosing Party; or is released pursuant to law.
- 2.4. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.5. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.6. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.
- 2.7. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.8. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright.

- 2.9. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.10. "Non-Motorola Software" means Software that another party owns.
- 2.11. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.
- 2.12. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.13. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.14. "Specifications" means the functionality and performance requirements that are described in Exhibit B.
- 2.15. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in Exhibit B.
- 2.16. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in Exhibit B.
- 2.17. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.18. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the expiration of the Warranty Period, unless the parties otherwise agree in writing.
- 3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within forty-five (45) days after the invoice date, in accordance with the Local Government Prompt Payment Act. Motorola will

send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** During the Warranty Period, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to this Agreement. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to the maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with this Agreement. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$2,351,868. The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement executed between the parties. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800. Motorola will pre-pay and add all freight charges to the invoices.

5.2. **TITLE, AND RISK OF LOSS; INVOICING AND SHIPPING.** Motorola will pre-pay and add all freight charges to the invoices. Unless otherwise stated in Equipment Lease-Purchase Agreement, title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.3. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address: 2401 SE Monterey Road Stuart FL 34996.

The Equipment will be shipped to the Customer at the following address (insert if this information is known): 6000 SE Tower Drive Stuart, FL 34997. If different, the address for the ultimate destination where the Equipment will be delivered to Customer is not applicable.

Customer may change this information by giving written notice to Motorola.

5.4. **TERMINATION FOR NON APPROPRIATION OF FUNDS.** Customer may terminate in accordance with the Non-appropriations clause in the Equipment Lease Purchase Agreement.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites; and access to the work sites as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; electrical power outlets, distribution and equipment; and telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the

installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Software.

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. TO THE EXTENT ALLOWED BY LAW, MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel;

suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

11.1. **SETTLEMENT PREFERRED.** The Parties, by their project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary.

11.2. **LITIGATION.** A Party may submit to a court of competent jurisdiction in and for Martin County, Florida any claim relating to intellectual property or a breach of confidentiality provisions. Each Party consents to jurisdiction over it by that court. Either Party may resort to the judicial proceedings described in this section if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party. Each party will be responsible for its own fees and costs, including attorneys' fees and costs, incurred in relation to or arising out of any dispute.

Section 12 DEFAULT AND TERMINATION

12.1 **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3. If the Customer terminates for any reason other than default, the Customer will pay Motorola for all conforming Equipment delivered and Services rendered up to the date of termination.

Section 13 INSURANCE

13.1 **Certificate of Insurance.** An Acord Certificate of Insurance must be furnished by MOTOROLA to CUSTOMER prior to commencement of any demolition, Site Work, Site preparation or construction Work. The Certificate(s) of Insurance must include Martin County Board of County Commissioners as Additional Insured on all required policies except Workers Compensation. The statement "Additional Insured" is to be listed in the Description Block of the Insurance Certificate along with the Project name. Simply indicating Martin County Board of County Commissioners as a Certificate Holder is not sufficient. The Additional Insured endorsement to the General Liability policy must be attached to the Certificate of Insurance in the form of a blanket CG2010 0413 and CG 2037 04 13. The Additional Insured endorsement is to be endorsed to MOTOROLA's General Liability which must include Completed Operations coverage and which must include Martin County Board of County Commissioners as Additional Insured.

MOTOROLA shall also require each of its subcontractors and suppliers to provide a Certificate of Insurance to the CUSTOMER prior to the commencement of any demolition, site work, site preparation or construction work, if applicable. The Certificate(s) of Insurance must indicate Martin County Board of County Commissioners as Additional Insured on the general liability policy. The statement "Additional Insured" is to be listed in the Description Block of the Insurance Certificate along with the Project name. Simply indicating Martin County Board of County Commissioners as a Certificate Holder is not sufficient. The Additional Insured endorsement to the General Liability policy must be attached to the Certificate of Insurance and in an industry standard form to the County. The Additional Insured endorsement is to be endorsed to MOTOROLA's General Liability which must include Completed Operations coverage and which must include Martin County Board of County Commissioners as Additional Insured on a primary basis.

13.2 General Insurance Requirements. Motorola and, where designated, each of its subcontractors shall obtain and maintain during the full duration of Work required under this AGREEMENT, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following requirements.

- A. All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. All insurance carriers must carry an A.M. Best Rating of A:VI and coverage should apply on a Primary basis. At the discretion of the Customer and with written agreement by Motorola, other coverage types and /or specific endorsements may be required depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the Customer as to form and types of coverage.
- B. Motorola shall provide for thirty (30) days prior written notice to the Customer, if cancellation of any policy.
- C. All liability policies required herein shall be written on an occurrence basis.
- D. The policies shall include the Customer, its commissioners and staff as additional insureds (including Completed Operations coverage under the General Liability) as their interest may appear under this Agreement.
- E. All insurers shall agree to waive all rights of subrogation against the Customer and each individual member of the Board of County Commissioners, Constitutional Officers or staff except where a loss arises from the Customer and its agents' negligence.
- F. It is the responsibility of Motorola to ensure any independent contractors and subcontractors utilized on the project also comply with these insurance requirements.

13.3 Premiums. Motorola shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

13.4 Specific Insurance Limits are as follows:

A. Workers' Compensation - Motorola shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Chapter 440, Florida Statutes and Employers Liability of limits no less than:

| | |
|------------|------------------------|
| \$ 500,000 | each accident |
| \$ 500,000 | disease - policy limit |
| \$ 500,000 | each employee |

Should the scope of work performed by MOTOROLA qualify its employees for benefits under Federal Worker's Compensation Statute (i.e. Longshoreman & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

B. Commercial General Liability – with limits of not less than:

| | |
|--------------|--------------------------------|
| \$5,000,000 | each occurrence |
| \$ 5,000,000 | personal/advertising injury |
| \$ 5,000,000 | products/completed operations |
| \$ 5,000,000 | general aggregate |
| \$ 100,000 | fire damage legal (any 1 fire) |
| \$ 10,000 | medical expense (any 1 person) |

Coverage to include bodily injury, property damage liability, personal and advertising injury, products and completed operations, fire damage legal liability and medical expense coverage. Contractual Liability is to be included. Coverage is to extend to independent contractors and fellow employees. XCU coverage is to be included. Coverage is to include a cross liability or severability of interest provision as provided under the standard ISO form separation of insureds clause.

C. Automobile Liability - \$5,000,000 Combined Single Limit coverage for all owned, hired, leased and non-owned vehicles.

D. Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a contract modification. However, if hazardous materials are identified while carrying out this Agreement, no further Work is to be performed in the area of the hazardous material until the CUSTOMER has been consulted as to the need to procure and maintain such coverage.

13.5. Waiver of Subrogation. Motorola hereby waives any and all rights of Subrogation against the Customer, its officers, employees and agents for each required policy except where a loss arises from the Customer or its agents' negligence. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Motorola shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

13.6. Public Construction Bond. Within ten (10) business days of contract execution, Motorola shall furnish to the County, on forms provided by the County, the following Public Construction Bond in the amount of \$1,104,324.00. Such Public Construction Bond shall incorporate by reference all of the terms and conditions of the contract documents. The Surety Company, in addition to the above requirements, shall be currently listed with the United States Department of Treasury for an amount greater than the Contract amount. Motorola shall require the attorney-in-fact who executes the required bond on behalf of the Surety to affix thereto a certified and current copy of his/her Power of Attorney.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. PATENT AND COPYRIGHT INFRINGEMENT.

14.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on an Infringement Claim, and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

14.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

14.2. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. An action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought within one year.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

The following section is expressly limited by the requirements of Chapter 119, Florida Statutes.

16.1.1. Confidentiality Obligation. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. During the term of this Agreement, for a period of three (3) years from the date of expiration or termination of this Agreement, and to the extent allowed by law, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees, officers, officials, agents, volunteers or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

16.1.3. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

16.1.4. Ownership and Retention. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.1.5. Public Records. Notwithstanding the foregoing, Motorola acknowledges that Customer is a public entity subject to Chapter 119, Florida Statutes. If Customer receives a public records request for public records received from Motorola, including any records that may be or may contain Confidential Information, Customer shall promptly notify Motorola. The notice shall inform Motorola that it must promptly inform Customer, in writing, whether or not Motorola claims an exemption to the release of part or all of the requested public record. If Motorola claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If Motorola claims that an exemption applies to part of a requested public record, Motorola shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of the public record shall be produced for inspection and copying. If Motorola promptly notifies Customer of a claim of exemption, Customer shall review the exemption claimed and decide whether to release the public records. If Motorola fails to promptly notify Customer that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and Customer shall release the record as requested.

16.1.6. Indemnification. Motorola will indemnify, defend, and hold Customer, Customer's elected officials and employees and their successors (each an "Indemnatee") harmless of and from any claim brought or threatened against any Indemnatee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Florida Statutes, that are or may be or may contain Confidential Information, each of which may be defended, settled or pursued by Customer with counsel of Customer's choice including reasonable or court awarded attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnatee or agreed upon by any Indemnatee as part of any settlement of any claim for failure to produce requested public records disclosed to an Indemnatee by Motorola.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3. AVAILABILITY OF RECORDS.

16.3.1. Motorola shall maintain and preserve records, books, documents, papers and financial information pertaining to work performed under this Agreement. Motorola agrees that County, or any of its duly authorized representatives, until the expiration of three (3) years after final payment under this Agreement or until the expiration of three (3) years after the termination of this Agreement, whichever occurs last, shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of Motorola. In the event that an audit is in progress at the expiration of the aforementioned three (3) year period, access to and the right to examine will continue until completion of such audit. To the extent allowed by law, Motorola will not be required to disclose its confidential and proprietary cost and pricing data.

16.3.2. The parties expressly agree that any and all records of Motorola relating to this Agreement are to be considered public records, subject to the provisions of Chapter 119, Fla. Stat. Motorola agrees to fully comply with the requirements of Section 119.0701, Fla. Stat. Including but not limited to: (1) providing the public access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or otherwise provided by law; (2) ensuring public records that are exempt or confidential and exempt from public records requirements are not disclosed unless as authorized by law; (3) meeting all requirements for retaining public records and transferring, at no cost to the County, all public records in Motorola's possession at the close of each fiscal year during the term of this Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; (4) all records stored electronically must be provided to the County in a format compatible with County's information technology systems if such format is provided to Motorola and compatible with our system capabilities. Failure to comply with the provisions of Section 119.0701 shall constitute a material breach of this Agreement and subject to termination.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within forty-five (45) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **GOVERNING LAW, VENUE, JURY TRIAL WAIVER, AND ATTORNEY'S FEES.** This Agreement and the rights and duties of the Parties will be governed by and interpreted in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement. Each party agrees to be responsible for its own attorney's fees and costs incurred in connection with this Agreement.

17.8. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

17.9. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Judy Jean-Pierre
Legal, Government Affairs & Corporate Communications
500 West Monroe Street, IL 60661
Judy.Jean-Pierre@motorolasolutions.com

Martin County

Attn: Michael Merker
Chief Information Officer
2401 SE Monterey Road Stuart, FL 34996
mmerker@martin.fl.us

17.10. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters. Motorola shall comply with the requirements of Chapter 119, Florida Statutes in the handling of public records related to this Agreement.

17.11. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.12. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.13. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date. This Agreement may be executed by each of the Parties hereto in separate counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

(signatures on next page)

Motorola Solutions, Inc.

Martin County Board of County Commissioners

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

**Carolyn Timmann, Clerk of the Circuit Court
and Comptroller**

Approved as to Form and Legal Sufficiency:

Sarah W. Woods, County Attorney

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola") and Martin County, Florida ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor.

Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee

paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement. Licensee shall be provided written notice of any breach and an opportunity to cure within three (3) days of such notice, if the breach is not cured within the three (3) day cure period, this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of Florida. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

Motorola's Proposal dated October 14, 2019

Exhibit C
Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and Martin County, Florida ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion and in conjunction with the Customer's Project Manager, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER Contact

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within forty-five (45) days of the invoice date, in accordance with the Local Government Prompt Payment Act. Motorola acknowledges that Customer is a government entity and exempt from taxation, and Customer will provide a copy of its certificate of tax exemption or other legal evidence.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it

under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property and are considered Motorola Confidential Information, and the provisions in the Primary Agreement concerning Confidential Information apply. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including

any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Florida.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THE MAXIMUM LIFE OF THIS AGREEMENT IS SEVEN (7) YEARS. Prior to the seventh anniversary of the start date, should Motorola wish to continue, it must submit a new proposal, to include a Communications System Agreement, to be negotiated with the Customer. Any new Agreement must be in place on the day following the seventh anniversary. Sixty (60) calendar days prior to the annual anniversary date, Motorola shall provide the Customer with an extension request which clearly states any changes to the original agreement. The Customer, should it desire to continue the Agreement, will submit a letter of concurrence to the Customer's Procurement Branch for approval. Should either party wish to discontinue the Agreement, it must notify the other party in writing not less than thirty (30) calendar days prior to the annual anniversary date.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.8. This Service Agreement will be subject to annual appropriation by the Board of County Commissioners of Martin County, Florida; however, the issuance of a purchase order by the County which references the cover page and Service Agreement number will satisfy this contingency.

Exhibit D

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee (Customer) and Lessor.

Equipment Lease Purchase Agreement No.: _____

Lease Schedule A No. : _____

EQUIPMENT INFORMATION

| QUANTITY | MODEL NUMBER | EQUIPMENT DESCRIPTION |
|----------|--------------|--|
| | | Equipment referenced in lease Schedule A# _____. See Schedule A for a detailed Equipment List. |
| | | |
| | | |

LESSEE/CUSTOMER:

By: _____

Title: _____

Date: _____

Please complete this form and send a copy via US mail or email to:

Motorola Solutions Credit Company LLC

Attn: Bill Stancik, Finance Manager | 500 W. Monroe, 44th Floor | Chicago, IL 60661

Email: bill.stancik@motorolasolutions.com | Telephone: (847) 538-4531

Exhibit E
System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

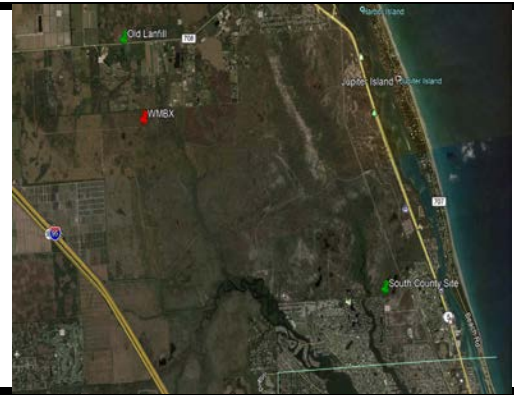
Date: _____

South County Communications Tower Amended 12/3/19

Category Concurrency
CIP Rating Score
Project Number TBD
Location Hobe Sound and Tequesta
District District 3

Project Limits County Line Road and Old Landfill on Bridge Road

Related Projects
Lead Dept/Division Information Technology
Year Project Initiated 2019



DESCRIPTION

Due to Public Safety concerns a new communications tower needs to be erected to provide adequate radio communications in the south county area. In addition the current site at WMBX will be moved to the old county landfill site.

BACKGROUND

Upon completion of the installation of a new 800 MHz radio system in November 2017, ITS received reports from Fire Rescue/Public Safety and the Martin County Sheriff's Office of poor in-building radio coverage in certain portions of Jupiter Island and the Tequesta portion of Martin County. The radio system was designed to meet a coverage requirement of 95% of the County land area and in testing achieved 98.6% of the tested area. Once in service, we learned that the tower location and antenna design left portions of the southeast county area with a weaker than optimal signal. After working with the consultant and the vendor on potential site locations and options, a design change was deemed prudent to address the coverage issues.

PROJECT ORIGINATION

Levels of Service/Comprehensive Plan Requirements

JUSTIFICATION

Staff recommends that the County enter into an agreement with Motorola to provide for the designed changes to the Martin County 800 MHz radio system. The new design will put four (4) main communications towers east of I-95 that will address coverage needs for first responders to and well into the future, which includes a Public Safety Communications Structure for South County and the relocation of an existing communications site for Hobe Sound.

| Expenditures | Total | To Date | | Funded | | | | | Unfunded |
|--------------------------|------------------|----------|-----------|------------------|----------|----------|----------|----------|-----------|
| | | | | FY20 | FY21 | FY22 | FY23 | FY24 | FY25-FY29 |
| Construction | 2,351,868 | | | 2,351,868 | | | | | |
| Expenditure Total | 2,351,868 | 0 | | 2,351,868 | 0 | 0 | 0 | 0 | 0 |
| Revenues | Total | To Date | Carryover | FY20 | FY21 | FY22 | FY23 | FY24 | FY25-FY29 |
| | | | | | | | | | |
| Debt Proceeds | 2,351,868 | | | 2,351,868 | | | | | |
| Revenue Total | 2,351,868 | 0 | 0 | 2,351,868 | 0 | 0 | 0 | 0 | 0 |
| Total Unfunded | | | | | | | | | 0 |

OPERATING BUDGET IMPACT

To be determined.

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

RESOLUTION NUMBER

RESOLUTION INCREASING GENERAL FUND REVENUES AND APPROPRIATIONS

WHEREAS, Martin County has entered into a Lease/Purchase Equipment Agreement for the design changes for 800Mz Radio Systems Coverage

WHEREAS, Capital lease proceeds in the amount of \$2,351,868 will be received for the purchase of this equipment; 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:

| | | | | | | |
|------|------|-------|-----|------|----------------|------------------------|
| 0001 | 1371 | 38300 | 000 | 7506 | \$2,351,868.00 | Capital Lease Proceeds |
|------|------|-------|-----|------|----------------|------------------------|

TOTAL: **\$2,351,868.00**

APPROPRIATIONS:

| | | | | | | |
|------|------|-------|-----|------|----------------|---------------------------|
| 0001 | 1371 | 06300 | 519 | 7506 | \$2,351,868.00 | Improvements O/T Building |
|------|------|-------|-----|------|----------------|---------------------------|

TOTAL: **\$2,351,868.00**

DULY PASSED AND ADOPTED THIS 3rd DAY OF DECEMBER, 2019

ATTEST:

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

Carolyn Timmann, Clerk of the Circuit Court and Comptroller

, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

12/3/19 DEPT-1
Agenda Date Item Number

Sarah W. Woods, County Attorney

Batch Number Input Date



Office of Management and Budget - Supplemental Memo Attachments

Item #4 – BUDGET REQUEST TO UTILIZE PARKS MSTU FUNDS TO CONSTRUCT A NEW PLAYGROUND AND SHADE STRUCTURE AT PINEAPPLE PARK

DOCUMENTS REQUIRING ACTION:

- New FY20 CIP sheet for Pineapple Park
- Budget Transfer from Parks MSTU Reserves
- Budget Resolution

Pineapple Park Playground Amended 12/3/19

| | |
|---------------------------|---------------------------------------|
| Category | Concurrency |
| CIP Rating Score | 45 |
| Project Number | 2174A |
| Location | Pineapple Park |
| District | 1 |
| Project Limits | Pineapple Park, playground, structure |
| Related Projects | N/A |
| Lead Dept/Division | Parks and Recreation |



DESCRIPTION

Pineapple Park has an open area centered within the park that is an ideal spot for a playground. This CIP would allow for the installation of a new multi age appropriate playground and a permanent roof structure over it that would provide protection from the sun and rain. Unlike shade cloth type covers, this type of structure would not require removal in the event we are approached by a hurricane. Additionally it would include lighting so the playground could be safely used after the sun goes down. It would also include air circulation fans, a water fountain, benches and picnic tables.

BACKGROUND

Pineapple Park is a heavily used athletic park frequented by families with various aged children. Many of Martin County's other athletic parks have playgrounds in them to allow for a more complete experience for families with multiple children. The addition of a full service playground to this park will be a welcomed addition to this area as the nearest playground the County has is at Jensen Beach Elementary School. Additionally a local family who has ties to the park and wishes to have a playground at this site intends to donate \$400,000 toward this project.

PROJECT ORIGINATION

Infrastructure Needs

JUSTIFICATION

This project is in line with Goal 1 – Maintain and Improve Facilities, Objective 1.1 - Maintain and improve existing facilities, Objective 1.3 - Develop additional recreation opportunities, Objective 1.7 - Continue to improve ADA accessibility at all facilities, Objective 1.8 - Upgrade convenience and customer service amenities to existing facilities, Goal 3 - Continue to Improve Program and Service Delivery, Objective 3.1 - Explore opportunities to increase recreational opportunities based on demand and trend.

| Expenditures | Total | To Date | | Funded | | | | | Unfunded |
|-----------------------------|------------------|------------|------------|------------------|------------|------------|------------|------------|------------|
| | | | | FY20 | FY21 | FY22 | FY23 | FY24 | FY25-FY29 |
| Playground, other amenities | \$300,000 | | | \$300,000 | | | | | |
| Overhead structure | \$250,000 | | | \$250,000 | | | | | |
| Expenditure Total | \$550,000 | \$0 | | \$550,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Revenues | Total | To Date | Carryover | | | | | | FY25-FY29 |
| | | | | FY20 | FY21 | FY22 | FY23 | FY24 | |
| Parks MSTU | \$150,000 | | | \$150,000 | | | | | |
| Donation | \$400,000 | | | \$400,000 | | | | | |
| Revenue Total | \$550,000 | \$0 | \$0 | \$550,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Unfunded | | | | | | | | | \$0 |

OPERATING BUDGET IMPACT

Once this amenity is built, it is expected that the annually costs to maintain can be absorbed by the Parks and Recreation operating budget.

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

RESOLUTION NUMBER

RESOLUTION INCREASING THE PARKS MSTU FUND REVENUES AND APPROPRIATIONS

WHEREAS, the Parks and Recreation Department is receiving a donation in the amount of \$400,000 from the family of Fred Ayers to fund the construction of a new multi-age appropriate playground and playground improvements; and

WHEREAS, Unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), Fla. Stat., and

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE RECEIPTS AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

FUND

| ACCOUNT NUMBER | | | | | AMOUNT | LINE ITEM DESCRIPTION |
|------------------|--------------|---------|---------|----------|--------------|-------------------------------|
| Fund | Organization | Account | Program | Activity | | |
| REVENUES: | | | | | | |
| 1130 | 1312 | 36600 | 000 | 2174A | \$400,000.00 | Contributions/Private Sources |

TOTAL: **\$400,000.00**

APPROPRIATIONS:

| | | | | | | |
|------|------|-------|-----|-------|--------------|-----------------------------------|
| 1130 | 1312 | 06300 | 572 | 2174A | \$400,000.00 | Improvements Other than Buildings |
|------|------|-------|-----|-------|--------------|-----------------------------------|

TOTAL: **\$400,000.00**

DULY PASSED AND ADOPTED THIS 3RD DAY OF DECEMBER, 2019

ATTEST:

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

Carolyn Timmann, Clerk of the Circuit Court and Comptroller

, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

December 3, 2019 DEPT-1

Agenda Date Item Number

Sarah W. Woods, County Attorney

Batch Number Input Date



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 19-0915

DEPT-2

Meeting Date: 12/3/2019

PLACEMENT: Departmental

No Items

TITLE:

CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL

EXECUTIVE SUMMARY:

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

DEPARTMENT: Administration

PREPARED BY: Name: Krysti Brotherton
Title: Purchasing Manager

REQUESTED BY: Various

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

This item serves as a placeholder for those items that meet the threshold for Board approval for contracts \$1 million or greater and contract change orders or amendments that meet the \$1 million 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

Provided via Supplemental Memorandum.

FISCAL IMPACT:**RECOMMENDATION**

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

| Funding Source | County Funds | Non-County Funds |
|----------------|--------------|------------------|
| | | |
| | | |
| | | |
| Subtotal | | |
| Project Total | | |

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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



Agenda Item Summary

File ID: 20-0187

DEPT-3

Meeting Date: 12/3/2019

PLACEMENT: Departmental

TITLE:

UPDATE ON SEPTIC TO SEWER PROGRAM AND CLARIFICATION ON COMMISSION DIRECTION

EXECUTIVE SUMMARY:

At the November 12, 2019 Board of County Commissioners' meeting, Commissioner Smith requested staff to prepare an agenda item for the next available meeting to discuss the Septic to Sewer Program. The purpose of the item was to provide a summary of the program, including a historic review of previous Board direction, and secure consensus for the structure of the current program. Staff will provide a timeline of the relevant details decided at each juncture.

DEPARTMENT: Utilities and Solid Waste

PREPARED BY: **Name:** Sam Amerson, P.E.
Title: Utilities and Solid Waste Director

REQUESTED BY: Commissioner Smith

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Board of County Commissioners has requested an update on the Martin County Utilities Septic to Sewer Program. Below is a chronology of the major highlights of Board items for the Septic to Sewer Program:

- November 3, 2015 - A complete analysis of the options available for sewer conversion projects was presented to the Board. The lowest cost option for the 24 projects totaled \$138M and the average cost per parcel estimate was \$15,151 in 2015.
- December 11, 2018 - The Board approved the Large Sewer Program (projects to serve 300 or more residences) that established a \$12,000 ceiling per single family residential assessment for the sewer infrastructure.
- January 29, 2019 - The Board approved the allocation in FY 19 of \$4.0M toward the County's 295

septic to sewer program from the Franchise Fee, Utility Revenues, and County General Revenue.

- March 26, 2019 - The Board approved the “Connect to Protect” Grinder Sewer Program and the associated fees for projects that serve 300 or fewer residences. Those fees are:
 - \$7K for new construction
 - \$8K for replacement of existing septic system. This fee is available for 1 year after installation of the infrastructure.
 - \$10K after the 1 year grace period
 - \$11.4K for option of payment plan
- The Board approved the FY 20 Martin County Utilities Capital Improvement Plan which includes the following projects:
 - Golden Gate Septic to Sewer construction funding in FY 20
 - Old Palm City Septic to Sewer and Water Extensions construction funding in FY 21
 - Port Salerno / New Monrovia Septic to Sewer and Water Main Extensions design funding in FY 20 and construction funding in FY 22
 - Large Septic to Sewer Vacuum Systems survey/design/construction funding for FY 22 - FY 29
 - Connect to Protect Force Main System funding of \$350,000 per year for FY 20 - FY 29
 - Connect to Protect Grinder System Installation funding of \$200,000 per year for FY 20 - FY 29
- July 29, 2019 - North River Shores Phase II was released for sewer connection and each single family unit was assessed \$11,708.
 - November 2019 - FDEP permits have been received and the State Revolving Fund (SRF) Loan Application has been submitted for the Golden Gate Septic to Sewer Project. The Golden Gate Septic to Sewer Project is currently estimated to be bid in January 2020.

ISSUES:

A concern was expressed at the November 12, 2019 Board of County Commissioners’ meeting that staff’s implementation of the Septic to Sewer Program may be different from what the Board approved. Specifically, there was a question of whether the fees represented at previous meetings included both water and sewer. Upon review of the meeting videos, staff can confirm that the discussion focused on sewer implementation only.

LEGAL SUFFICIENCY REVIEW:

This is a policy matter, and, therefore, does not require a legal sufficiency review.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board provide confirmation of staff's implementation of the Septic to Sewer Program.

ALTERNATIVE RECOMMENDATIONS

Move that the Board provide further direction.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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SEPTIC TO SEWER CONVERSION UPDATE

“Connect to Protect” Initiative

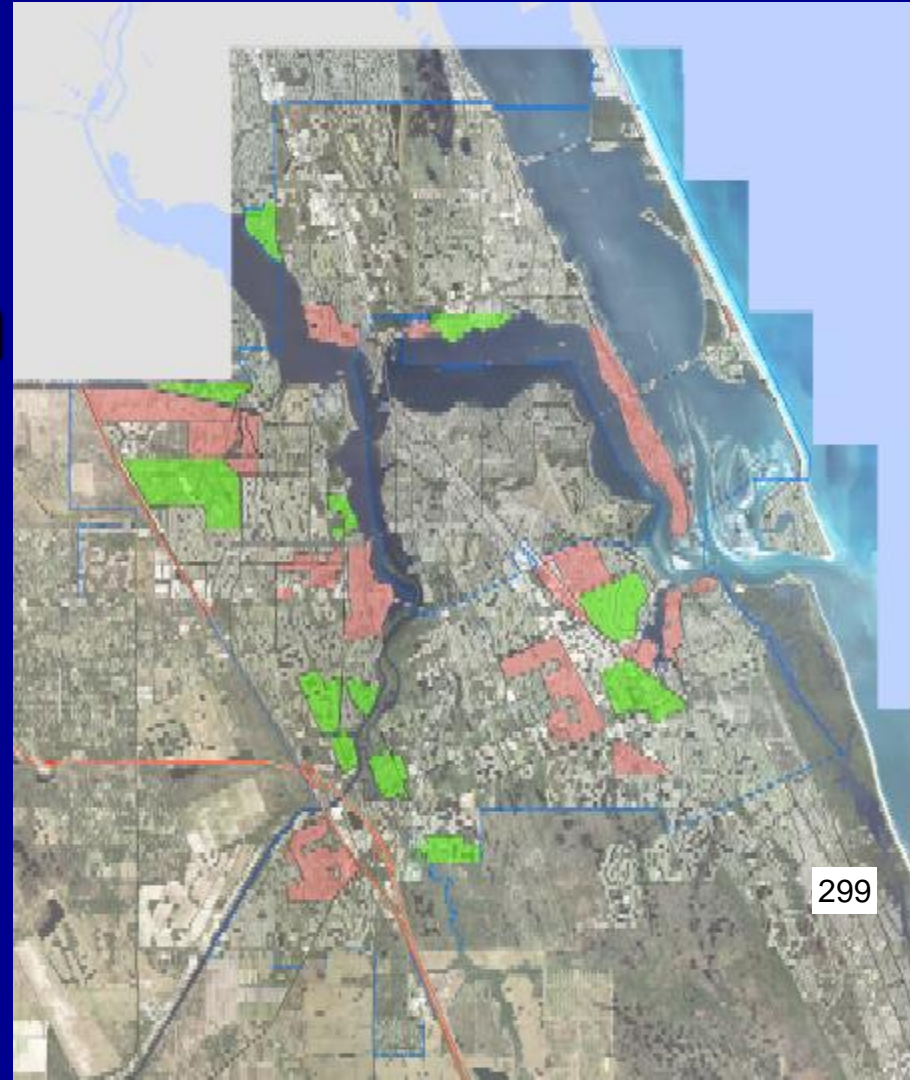


Presented By Martin County
Utilities

November 20, 2018

Septic Tanks Remaining in the Area

Approximately 10,300
ERC's in the prioritized
areas



Completed Vacuum Sewer Projects

Seagate Harbor / Lighthouse Point
452 ERC's – 100% Connected

North River Shores Phase I
454 ERC's - 88% Connected

North River Shores Phase II - Assessment Costs

| | |
|---|---------------------------|
| Construction Cost | \$5,448,767 |
| Engineering/Contingencies/CEI Services | 699,808 |
| Land Acquisition/Site Planning | 253,652 |
| Capital Facility Charges (303.5 @ \$2100) | 637,350 |
| Soft Costs | <u>13,750</u> |
| Subtotal | \$7,053,327 |
| Legislative Appropriations Grant | (1,500,000) |
| Utilities Contribution | <u>(2,000,000)</u> |
| TOTAL ASSESSED COST | \$3,553,327 |

NORTH RIVER SHORES PHASE II EQUIVALENT RESIDENTIAL COSTS

| | |
|-----------------------|-------------|
| TOTAL ASSESSABLE COST | \$3,553,327 |
|-----------------------|-------------|

| | |
|-----------------------------|----------|
| ERC with Additional Funding | \$11,708 |
|-----------------------------|----------|

| | |
|--------------------------------|----------|
| ERC without Additional Funding | \$23,240 |
|--------------------------------|----------|

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Golden Gate Estimated Assessment Costs

| | |
|---|--------------------|
| Construction Cost | \$11,500,000 |
| Engineering/CEI Services | 475,800 |
| Site Planning | 25,000 |
| Capital Facility Charges (775 @ \$2100) | 1,627,500 |
| Soft Costs | <u>13,750</u> |
| Subtotal | \$13,642,050 |
| Funding Shortfall | (4,342,050) |
| Utilities Contribution | <u>(0)</u> |
| TOTAL ASSESSABLE COST | \$9,300,000 |

GOLDEN GATE EQUIVALENT RESIDENTIAL COSTS

| | |
|----------------------|-------------|
| TOTAL ASSESABLE COST | \$9,300,000 |
|----------------------|-------------|

| | |
|-----------------------------|----------|
| ERC with Additional Funding | \$12,000 |
|-----------------------------|----------|

| | |
|--------------------------------|----------|
| ERC without Additional Funding | \$17,602 |
|--------------------------------|----------|

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Service Availability Letter

CURRENT POLICY

- Letter issued to all customers that sewer is now available
- Customer has 365 days to connect from date of letter
- Does not address non-compliance

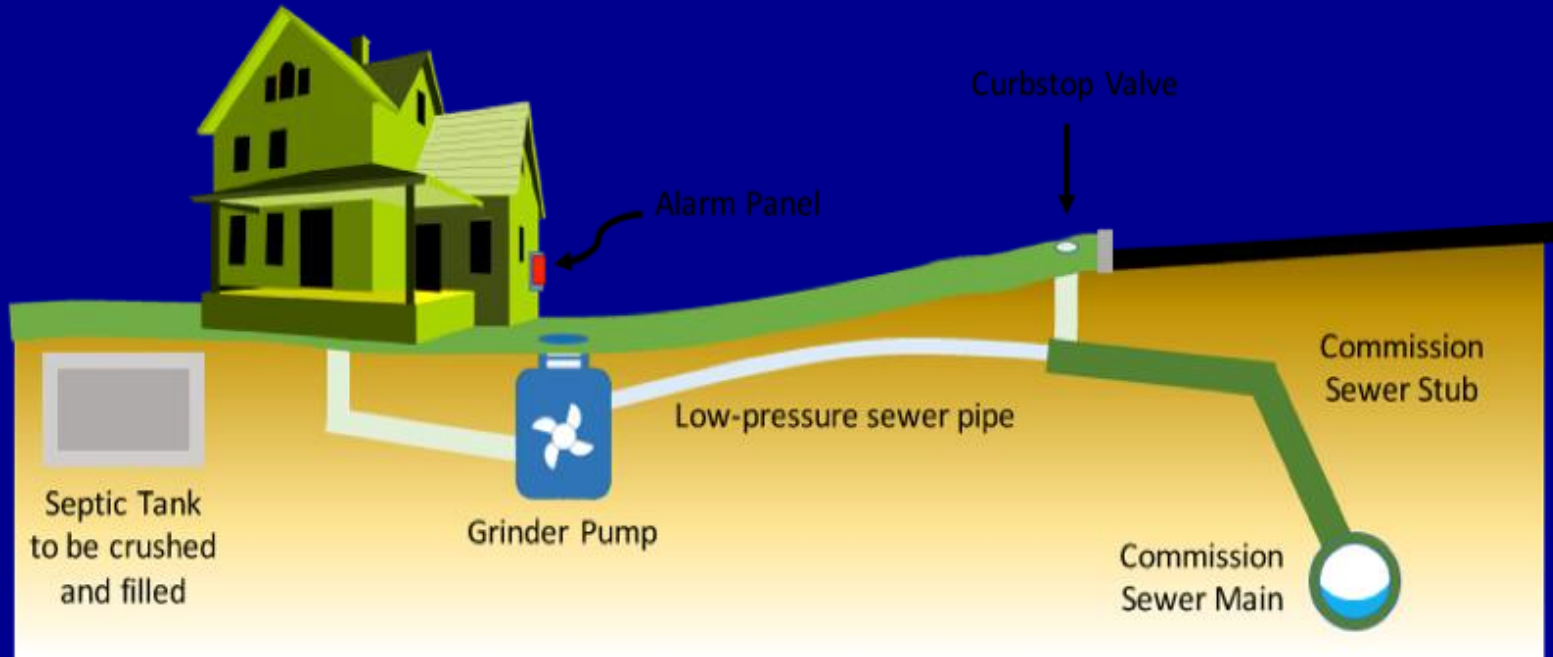
PROPOSED POLICY

- Customers not connected within 365 days will be billed the Sewer Service Availability Charge (SACs), currently \$17.95 per month (including North River Shores Phase I)

“Connect to Protect” Grinder Sewer System Program

- Provides alternative sewer system to areas not identified for vacuum sewer system
- Backbone force mains installed utilizing capital funds
- Provides financial incentives for early connection
- Provides low interest / no interest payment plan
- One stop shop – customer signs up - we do the rest
- Construction Specifications and Details are complete
- Draft program policy is complete

Grinder System



North Mapp Road Area

- Includes approximately 200 ERCs
- Currently under design



*Proposed Fee Structure For Grinder Sewer System

| Conversion Fees (Existing Home and Septic System) | |
|---|----------|
| Agreement signed within 12 months of notification and paid in full | \$10,000 |
| Agreement signed within 12 months of notification and paid via monthly installments | \$10,500 |
| Agreement signed after 12 months of notification and paid in full | \$11,000 |
| Agreement signed after 12 months of notification and paid via monthly installments | \$11,500 |
| | |
| New Construction | |
| Agreement paid in full | \$11,000 |
| | |

* Subject to BOCC Approval



Recommendations

1. Move that the Board approve the Large Sewer program, as described.
2. Move that the Board direct staff to bring back dedicated funding (\$2M) options for Large Sewer Projects
3. Move that the Board direct staff to bring back a program, supported in the USD CIP, that will provide a backbone Grinder Sewer System to support up to 300 connections per year.
4. Move that the Board approve the implementation of the base monthly (SAC) fee for those customers that do not connect within a year of service availability.

Questions





BOARD OF COUNTY COMMISSIONERS

ACTION SUMMARY

12/11/18 9:00 AM

REGULAR MEETING COMMISSION CHAMBERS
2401 SE MONTEREY ROAD, STUART, FLORIDA 34996

COUNTY COMMISSIONERS

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

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

PRESETS

9:05 AM - Public Comment

5:05 PM - Public Comment

CALL TO ORDER AT 9:03 AM

1. INVOCATION - Chaplain M. Bruce Irwin, Martin County Fire Rescue
2. **PLEDGE OF ALLEGIANCE**
3. **ADDITIONAL ITEMS** – There were no Additional Items.
4. **APPROVAL OF AGENDA** – The Agenda was approved.
5. **APPROVAL OF CONSENT AGENDA** – The Consent Agenda was approved.

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

COMMENTS

1. **PUBLIC** - PLEASE LIMIT COMMENTS TO THREE MINUTES.
2. **COMMISSIONERS**
3. **COUNTY ADMINISTRATOR**

CONSENT

ADMINISTRATION

CNST-1 CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL

This item is a placeholder on all Board meeting agendas in an effort 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: 19-0007 Supplemental Memo (1 item)

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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 October 27, 2018 and November 16, 2018. 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: 19-0010

CNST-3 INVESTMENT REPORTS FOR SEPTEMBER AND OCTOBER 2018

The Clerk of Circuit Court and Comptroller is presenting the Investment Reports for September and October 2018.

Agenda Item: 19-0020

CNST-4 BOARD OF COUNTY COMMISSION MINUTES TO BE APPROVED

The Board is asked to approve Minutes from the November 13, 2018 Board of County Commission meeting.

Agenda Item: 19-0057

CNST-5 CONSTRUCTION INDUSTRY LICENSING BOARD APPOINTMENTS

After solicitation of applicants, the Board is asked to make the necessary appointments to the Construction Industry Licensing Board.

Agenda Item: 19-0031

[RESOLUTION NO. 18-12.1](#)

CNST-6 LOCAL PLANNING AGENCY SCHOOL DISTRICT APPOINTMENT

The Board is asked to reconfirm the appointment of Kimberly Everman to be the School District's non-voting representative on the Local Planning Agency.

Agenda Item: 19-0033

[RESOLUTION NO. 18-12.2](#)

CNST-7 BOARD OF ZONING ADJUSTMENT APPOINTMENT FOR COMMISSION DISTRICT 2

The Board is asked to confirm the appointment of Cabell McVeigh as Commissioner Hetherington's representative on the Board of Zoning Adjustment.

Agenda Item: 19-0107

[RESOLUTION NO. 18-12.3](#)

AIRPORT

CNST-8 ALLSPORTS PRODUCTIONS, LLC USE AGREEMENT

Allsports Productions of Fort Lauderdale, FL has produced the Stuart Boat Show annually for the last 24 years. They have one of the largest economic impact events in a calendar year in Martin County. Due to the restricted areas for parking vehicles, they are requesting additional parking at Martin County Airport/Witham Field. They will be providing trolley transportation to the boat show from the airfield.

Agenda Item: 19-0094

INFORMATION TECHNOLOGY

CNST-9 ADOPTION OF A RESOLUTION APPROVING AND ACCEPTING PUBLIC PURPOSE LEASE AGREEMENT (LEASE) WITH U.S. CUSTOMS AND BORDER PROTECTION FOR TOWER AND GROUND SPACE LOCATED AT 6000 SE TOWER DRIVE STUART FL 34997

This is a request for the adoption of a Lease with the U.S. Customs and Border Protection for tower and ground space to facilitate radio communications for the U.S. Customs and Border Patrol operations. The resulting communications will enhance public safety for Martin County first responders and citizens.

Agenda Item: 19-0138

RESOLUTION NO. 18-12.4

PUBLIC WORKS

CNST-10 ADOPTION OF A RESOLUTION APPROVING AND ACCEPTING A LEASE BETWEEN MARTIN COUNTY AND FLORIDA COMMUNITY HEALTH CENTERS, INC. TO PROVIDE CONTINUED HEALTH SERVICES TO THE PUBLIC AT THE MARTIN COUNTY HEALTH DEPARTMENT

Request that the Board adopt a Resolution approving and accepting a new lease with Florida Community Health Centers, Inc. (FCHC), to continue providing maternity care, including prenatal, delivery and postnatal care, as well as a continuum of primary health services, at the Martin County Health Department (Health Department) located on Willoughby Boulevard in Stuart.

Agenda Item: 19-0060

RESOLUTION NO. 18-12.5

CNST-11 REQUEST TO ADOPT A RESOLUTION AND TO EXECUTE RAILROAD REIMBURSEMENT AGREEMENTS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND CSX TRANSPORTATION, INC. FOR SW SILVER FOX LANE AND SW TOMMY CLEMENTS STREET

The Florida Department of Transportation (FDOT) will be repairing and enhancing the traffic control devices at the grade crossings of SW Silver Fox Lane and SW Tommy Clements Street over the CSX railroad track as Rail Safety Projects. The FDOT has prepared Railroad Reimbursement Agreements for Grade Crossing Traffic Control Devices which provides the County and CSX Transportation, Inc. (CSX) split the future operation and maintenance costs for the traffic control devices.

Agenda Item: 19-0093

RESOLUTION NO. 18-12.6

CNST-12 REQUEST FOR APPROVAL OF THE SANDS COMMERCE CENTER III (S219-202) AMENDED 65' UTILITY, DRAINAGE, ACCESS AND MAINTENANCE AGREEMENT AND FIVE REVISED (5) UTILITY EASEMENTS

This request is for the approval and acceptance of a revised 65' Utility, Drainage, Access and Maintenance Easement and five (5) revised Utility Easements from Jeffrey H. Sands to Martin County.

Agenda Item: 19-0114

PUBLIC HEARINGS

PH-1 FIRST PUBLIC HEARING TO REQUEST BOARD APPROVAL FOR THE HEALTH AND HUMAN SERVICES DIVISION TO PROCEED WITH A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION FOR FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (FDEO) FISCAL YEAR 2017-2018

Two public hearings are required to ensure citizen input on any proposed Community Development Block Grant (CDBG) application. This is the first public hearing on this subject to allow the citizens to express their views concerning the community's economic and community development needs. The Health and Human Services Division proposes to apply for an Economic Development CDBG grant in FY 2017-2018.

Agenda Item: 19-0118

ACTION TAKEN: The Board authorized staff to pursue options for the Economic Development Grant.

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: 19-0077

RESOLUTION NO. 18-12.7

ACTION TAKEN: the Board adopted the Resolution of Intent to use the uniform method of collection for non-ad valorem assessments for a proposed series of special assessments within certain municipal services benefit units to be established for roads and ancillary drainage, storm water services and facilities, and water and/or wastewater and dredging.

PH-3 PUBLIC HEARING TO CONSIDER ADOPTION OF ORDINANCE AMENDING SECTION 71.243.B, CHAPTER 71, FINANCE AND TAXATION, ARTICLE 6, TOURIST DEVELOPMENT TAXES, GENERAL ORDINANCES, MARTIN COUNTY CODE TO CHANGE THE CATEGORIES OF USE AND PERCENTAGES OF TAX REVENUES

The Board of County Commissioners (Board) is requested to adopt proposed amendments to Chapter 71, Finance and Taxation, Article 6, Tourist Development Taxes, General Ordinances, Martin County Code to modify the existing allocations for the uses of funds and percentages of tax revenues for tourist development taxes.

Agenda Item: 19-0120

ORDINANCE NO. 1086

ACTION TAKEN: The Board adopted the amendment to the Tourist Development Taxes Ordinance.

PH-4 LEGISLATIVE PUBLIC HEARING TO CONSIDER ADOPTION OF COMPREHENSIVE PLAN AMENDMENT 18-13, CHAPTER 1 PREAMBLE

The Board of County Commissioners initiated a text amendment to amend the application requirements and related topics in Chapter 1, Preamble of the Comprehensive Growth Management Plan.

Agenda Item: 19-0091

ORDINANCE NO. 1087

ACTION TAKEN: The Board adopted CPA 18-13, Chapter 1, Preamble a text amendment to amend the application requirements and related topics.

PH-5 LEGISLATIVE PUBLIC HEARING TO CONSIDER TRANSMITTAL OF COMPREHENSIVE PLAN AMENDMENT 18-14, DIXIE HIGHWAY, RIO

An application to amend the Future Land Use Map was initiated by the Board of County Commissioners for 0.28 acres owned by Martin County Community Redevelopment Agency located in Rio. The property is located on 977 NE Dixie Highway, in Jensen Beach, Rio. Staff recommends that the dual designation of General Institutional and General Commercial future land use designation be changed to solely General Commercial future land use designation. The Local Planning Agency recommended that the future land use designation be changed to General Commercial.

Agenda Item: 19-0119

ACTION TAKEN: The Board approved for transmittal to Department of Economic Opportunity CPA 18-14, Dixie Highway, Rio, changing the future land use designation from General Institutional and General Commercial to General Commercial on the subject 0.28 acres.

**DEPARTMENTAL
ADMINISTRATION**

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

This is a placeholder on all Board meeting agendas in an effort 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: 19-0003 **Supplemental Memo (7 items)**

1. **PERMISSION TO APPLY FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, COASTAL PARTNERSHIP INITIATIVE GRANT** - The Board authorized the Public Works Department, Ecosystem Restoration and Management Division, to apply for the Florida Department of Environmental Protection, Coastal Partnership Initiative Grant.
2. **PERMISSION TO APPLY FOR THE 2018 KEEP AMERICA BEAUTIFUL/COCA-COLA PUBLIC SPACES RECYCLING BIN GRANT** - The Board authorized the Parks and Recreation Department to apply for the 2018 Keep America Beautiful/Coca-Cola Public Spaces Recycling Bin Grant.
3. **PERMISSION TO ACCEPT THE FY 2018-2019 FLORIDA BOATING IMPROVEMENT PROGRAM (FBIP) GRANT AGREEMENT FOR THE JENSEN BEACH MANAGED MOORING FIELD (GRANT CONTRACT #18076)** - The Board authorized the Chairman and/or designee to execute the FBIP agreements as well as any non-monetary grant related documents upon review

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- and concurrence of the County Attorney's Office and adopted the Budget Resolution. RESOLUTION NO. 18-12.8
4. PERMISSION TO ACCEPT THE STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP) MUTUAL AID RADIO CACHE (MARC) UNIT REPLACEMENT - The Board authorized the Chairman and/or designee to execute the SHSGP agreement as well as any non-monetary grant related documents upon review and concurrence of the County Attorney's Office and adopted the Budget Resolution. RESOLUTION NO. 18-12.9
 5. PERMISSION TO ACCEPT THE VISIT FLORIDA RED TIDE MARKETING GRANT - The Board authorized the Chairman and/or designee to execute the EMPA agreement as well as any non-monetary grant related documents upon review and concurrence of the County Attorney's Office and adopted the Budget Resolution. RESOLUTION NO. 18-12.10
 6. REQUEST FOR FUNDS FROM AIRPORT FUND RESERVES FOR US CUSTOMS FACILITY CHANGE ORDER - The Board approved a Budget Transfer from Airport Fund Reserves in the amount of \$106,000 for a change order for the US Custom's Facility.
 7. BUDGET TRANSFER AND CIP MODIFICATIONS FOR THE UTILITIES DEPARTMENT - The Board approved modifications of the CIP sheets for Floridan Wells, Storage Tanks, Utilities Accommodations, as well as the corresponding budget transfer for CIP changes and for Neptune meters software.

DEPT-2 CONSIDER ADOPTION OF THE 2019 STATE LEGISLATIVE PRIORITIES

Each year, the Board considers its State Legislative Priorities prior to the convening of the Florida Legislature. The State Legislative Priorities Document will be provided to the Board of County Commissioners prior to their meeting.

Agenda Item: 19-0121

ACTION TAKEN: The Board approved the 2019 State Legislative Priorities - Appropriations Specific to Martin County (Septic to Sewer Funding, East Fork Creek Stormwater Treatment Area, Mooring Fields Funding, Beach Renourishment, Loxahatchee River Preservation Initiative), Appropriations Martin County Supports (Dedicated Coral Reef Funding, Biosolids, Purchasing PalMar and IRL South), and Additional Support Statements (US 27 Multimodal Corridor, Community Redevelopment Agency Statutory Authority, Arts Council Funding, Harbor Branch Blue-Green Algae Research, and St. Lucie River Issues Team). The Board also directed staff to create an Agenda Item for December 18 regarding PalMar and IRL South including a brief history, how they work together/separately, and assessments.

UTILITIES AND SOLID WASTE

DEPT-3 SEPTIC TO SEWER PROGRAM UPDATE

Staff is prepared to update the Board on the Septic to Sewer Program and present additional initiatives for Board consideration.

Agenda Item: 19-0122

ACTION TAKEN: The Board approved the Large Sewer program; directed staff to bring back dedicated funding (\$2M) options for the Large Sewer Projects; directed staff to bring back a program, supported in the Utilities and Solid Waste Capital Improvement Project (CIP), that will provide a backbone Grinder Sewer System to support up to 300 connections per year; and approved the implementation of the base monthly (SAC) fee for those customers that do not connect within a year of service availability.

PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.

ADJOURNED AT 12:10 PM



Agenda Item Summary

File ID: 19-0122

DEPT-3

Meeting Date: 12/11/2018

PLACEMENT: Departmental

TITLE:

SEPTIC TO SEWER PROGRAM UPDATE

EXECUTIVE SUMMARY:

Staff is prepared to update the Board on the Septic to Sewer Program and present additional initiatives for Board consideration.

DEPARTMENT: Utilities and Solid Waste

PREPARED BY: **Name:** Samuel Amerson, P.E.
Title: Utilities & Solid Waste Director

REQUESTED BY: Board of County Commissioners

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Board has identified septic to sewer conversions as a priority necessary to our environmental goals. The intent of this presentation is to outline the steps necessary to create a viable path forward in meeting this objective. Staff is pleased to provide an update on the current initiatives designed to accelerate the opportunity for septic to sewer conversions within the utility service area. These include the Septic to Sewer Program, several Vacuum Assisted Gravity Sewer Projects underway, and a proposed "Connect to Protect" Grinder Sewer System initiative.

A critical part of our analysis includes an estimate of the level of financial support required to establish and maintain a consistent special assessment charge throughout the various project areas. Staff will also present, for the Board of County Commissioners' (Board) consideration, policy recommendations that are intended to encourage early connection to the sewer systems by providing financial discounts and favorable payment plan.

ISSUES:

A complete analysis of the options available for sewer conversion projects was presented at the November 3, 2015 meeting (see Table 6). The list of projects identified the most cost efficient project type. The least cost option for the 24 projects totaled \$138M and the average cost per parcel estimate was \$15,151.00 in 2015.

Table 6.0 Alternative Sanitary Sewer Cost Estimate Summary

| Ranking | Communities | # of Parcels | Totals Cost | | | Cost Per Parcel | | |
|------------------|--|-----------------|---------------------------------|-----------------------------|-----------------------------|---------------------------------|-----------------------------|-----------------------------|
| | | | Vacuum Collection System* | Gravity Sewer System* | Grinder Pump System** | Vacuum Collection System* | Gravity Sewer System* | Grinder Pump System** |
| 1 | Martin Downs / Sunset Gardens (Old Palm City) Area | 1078 | \$13,532,368 | \$20,852,279 | \$16,412,724 | \$12,553 | \$19,343 | \$15,225 |
| 2 | Golden Gate Subdivision | 775 | \$9,589,163 | \$15,656,572 | \$11,923,663 | \$12,373 | \$20,202 | \$15,385 |
| 3 | Beau Rivage Subdivision | 256 | \$3,974,236 | \$5,909,039 | \$4,029,218 | \$15,524 | \$23,082 | \$15,739 |
| 4 | Gaines Ave Area | 277 | \$4,445,731 | \$6,817,429 | \$4,447,102 | \$16,050 | \$24,612 | \$16,055 |
| 5 | Hibiscus Park Area | 1349 | \$14,165,566 | \$18,617,161 | \$18,924,589 | \$10,501 | \$13,801 | \$14,029 |
| 6 | Port Salerno / New Monrovia Area | 878 | \$10,536,133 | \$14,665,435 | \$12,878,941 | \$12,000 | \$16,703 | \$14,668 |
| 7 | Salerno / Manatee Pocket Area | 478 | \$5,434,992 | \$7,858,844 | \$6,905,908 | \$11,370 | \$16,441 | \$14,448 |
| 8 | North Mapp Road Area | 164 | -- | \$4,313,514 | \$2,755,476 | -- | \$26,302 | \$16,802 |
| 9 | Evergreen G&CC (Hideaway Isles / Mid Rivers) | 885 | \$12,148,965 | \$18,450,985 | \$13,675,056 | \$13,728 | \$20,849 | \$15,452 |
| 10 | South Mapp Road | 37 | -- | \$1,906,220 | \$857,571 | -- | \$51,519 | \$23,178 |
| 11 | South Fork Area | 272 | \$3,969,317 | \$5,804,776 | \$4,188,318 | \$14,593 | \$21,341 | \$15,398 |
| 12 | Town of Sewall's Point | 931 | \$11,559,281 | \$16,658,298 | \$14,024,705 | \$12,416 | \$17,893 | \$15,064 |
| 13 | Rio / St. Lucie (East) | 331 | \$4,223,304 | \$6,408,478 | \$4,894,485 | \$12,759 | \$19,361 | \$14,787 |
| 14 | Rosewalk Galleon Bay | 25 | -- | \$1,173,985 | \$437,729 | -- | \$46,959 | \$17,509 |
| 15 | Stuart Yacht & Country Club | 504 | \$7,065,980 | \$9,910,480 | \$7,596,348 | \$14,020 | \$19,664 | \$15,072 |
| 16 | Four Rivers Subdivision | 106 | -- | \$3,171,393 | \$1,955,547 | -- | \$29,919 | \$18,449 |
| 17 | Crane Creek Country Club | 381 | \$6,462,014 | \$10,991,624 | \$6,385,546 | \$16,961 | \$28,849 | \$16,760 |
| 18 | North Rivers Shore - Phase 2 | 292 | \$4,186,403 | \$6,168,524 | \$4,484,891 | \$14,337 | \$21,125 | \$15,359 |
| 19 | Tropical Farms Area | 652 | \$9,846,595 | \$14,796,687 | \$10,299,471 | \$15,102 | \$22,694 | \$15,797 |
| 20 | River's End Subdivision | 113 | -- | \$3,050,687 | \$2,011,467 | -- | \$26,997 | \$17,801 |
| 21 | Vista Salerno / US 1 Area | 234 | \$3,404,083 | \$4,781,277 | \$3,558,041 | \$14,547 | \$20,433 | \$15,205 |
| 22 | Rio / St. Lucie (West) | 97 | -- | \$2,197,773 | \$1,582,174 | -- | \$22,657 | \$16,311 |
| 23 | Captain's Creek Subdivision | 167 | -- | \$4,591,743 | \$2,769,291 | -- | \$27,495 | \$16,583 |
| 24 | Lake Grove Subdivision | 76 | -- | \$2,027,883 | \$1,395,236 | -- | \$26,683 | \$18,358 |
| Totals*** | | 10,358 | \$118,082,117 | -- | \$20,150,037 | | | |
| | | | Total Cost**** | | \$138,232,154 | | | |

Notes: **Bold** prices represent the most cost efficient construction option for the community.

*DOES NOT include cost of service connection beyond right-of-way and abandonment of existing disposal system

**DOES include cost of service connection beyond right-of-way and abandonment of existing disposal system

***Accumulation of all the **Bold** prices in the column.

****Grand total of all the Total Cost **Bold** prices.

Utilities and Solid Waste staff, at the Board's request, presented a prioritized list of septic to sewer projects at the March 29, 2016 meeting. The six neighborhoods listed totaled an estimated construction cost of almost \$50M. The list was based on criteria that support water quality and the Florida Department of Environmental Protection (FDEP) Basin Management Action Plan (BMAP) and 320

Total Daily Maximum Load (TMDL) objectives for the St. Lucie Estuary.

Prioritized Projects:

- North River Shores Phase II
- Golden Gate
- Old Palm City
- Beau Rivage
- Gaines Avenue
- Hibiscus Park

Martin County has historically utilized assessments to complete septic to sewer conversions and the cost to residents has varied depending on the availability of grant funding. Projects being directly tied to the availability of grant funds does not allow for a timely sewer conversion program. In order to achieve financial and project efficiencies, and avoid the limitations that grant reliance places on the projects, \$4M in annual funding is required. The following financial program structure will support consistent and predictable project implementation.

Large Sewer Projects - service to 300 or more residences

- The Utilities and Solid Waste Department and the Public Works Department will contribute \$2M annually from capital funds and franchise fees.
- \$2M in dedicated funding included in Capital Improvement Plan from other source(s) - to be determined.
- Continued pursuit of grant funding.

This approach would accommodate establishing a \$12K ceiling per single family residential assessment.

Martin County has identified approximately 10,300 ERC's in the prioritized areas. At our current rate of septic to sewer conversion it will take over 30 years to make county sewer services available in the prioritized areas. In addition, the special assessment process is not cost effective for small projects (i.e., those serving less than 300 connections). Staff is proposing the "Connect to Protect" grinder sewer system program to address the small neighborhoods projects. Staff is proposing a goal of this program is to keep the individual cost under \$12,000 per ERC which is the same goal for large projects.

This program will be administered by the Utilities and Solid Waste Department with help from the Public Works Department. The installation of the backbone force mains in the streets is critical for sewer availability. Also, some neighborhoods will require construction of water lines at the same time. A summary of the program is listed below.

Grinder Program - service to less than 300 residences

Under current financial constraints, the Utilities and Solid Waste Department anticipates being able to establish 50 service connections per year.

- The Utilities and Solid Waste Department's annual contribution of \$250K to construct all backbone force main service lines.

- Where available and at the customer's request, the Utilities and Solid Waste Department would install the grinder pump and all appurtenances, including the septic tank abandonment, but the homeowner will be responsible for the electrical connection.
- The total cost will not exceed \$12K and the Utilities and Solid Waste Department will finance the project and provide a monthly payment plan, which will be added to the customer's utility bill. This offers an advantage over an assessment in that it avoids Tax Collector and other fees that could add 8.75% to the cost.
- Does not rely on grants.
- Does require coordination with the Public Works Department to maximize the impact and cost efficiency of the projects.
- Office of Community Development will pursue Community Development Block Grants (CDBG) and others for implementation of this program in the Community Redevelopment Areas (CRA).

Sewer Availability

County policy requires a letter to be issued to all customers when service is available. The letter informs customers that they have 365 days, from the date of the letter, to connect to service. However, no provision is made for non-compliance.

In order to provide an incentive for customers to connect to service, staff is proposing that customers not connected within 365 days be billed the Sewer Availability Charge (SAC), which is currently \$17.95 per month.

If the County fully implements the large project and connect to protect program the County could connect approximately 700 homes per year. This will result in addressing all the prioritized areas in approximately 15 years.

LEGAL SUFFICIENCY REVIEW:

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

RECOMMENDED ACTION:

RECOMMENDATION

1. Move that the Board approve the Large Sewer program, as described.
2. Move that the Board direct staff to bring back dedicated funding (\$2M) options for the Large Sewer Projects.
3. Move that the Board direct staff to bring back a program, supported in the Utilities and Solid Waste Capital Improvement Project (CIP), that will provide a backbone Grinder Sewer System to support up to 300 connections per year.
4. Move that the Board approve the implementation of the base monthly (SAC) fee for those customers that do not connect within a year of service availability.

ALTERNATIVE RECOMMENDATIONS

Move that the Board provide further direction.

FISCAL IMPACT:

RECOMMENDATION

Staff will provide a detail fiscal impact with the FY20 Capital Improvement Plan.

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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



Agenda Item Summary

File ID: 20-0076

DPQJ-1

Meeting Date: 12/3/2019

PLACEMENT: Departmental - Quasi-Judicial

TITLE:

REQUEST APPROVAL OF THE SECOND AMENDMENT TO THE PARKWOOD PUD ZONING AGREEMENT

EXECUTIVE SUMMARY:

The Parkwood Property Owners Association has requested an amendment to the PUD Zoning Agreement to reduce the setbacks on certain lots that back up to wetlands.

DEPARTMENT: Growth Management

PREPARED BY: **Name:** Peter Walden
Title: Principal Planner

REQUESTED BY: Parkwood POA, Inc.

PRESET:

PROCEDURES: Quasi-Judicial

BACKGROUND/RELATED STRATEGIC GOAL:

The Parkwood subdivision received development approval in 1984. The development site incorporates several isolated wetlands. At that time, the 1982 Comprehensive Plan did not require setbacks to isolated wetlands.

The Parkwood site plan protected the isolated wetlands on site but extended a 25-foot buffer onto the single-family lots that backed up to them. Applying buffers to wetlands or upland habitat on lots in communities is no longer permitted and has proven problematic wherever this practice has been instituted.

On September 24, 2019, the BOCC directed staff to draft an amendment to the Parkwood PUD Zoning Agreement that would eliminate the zoning setback to wetlands within the Parkwood PUD.

The proposed Second Amendment to the Parkwood PUD amends Exhibit "F" Conditions and Requirements, Section 6 to specifically address the 32 lots affected by the wetland buffer condition.

ISSUES:

There are no issues related to this application.

LEGAL SUFFICIENCY REVIEW:

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

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board receive and file the agenda item as exhibit one.

Move that the Board approve the Second Amendment to the Parkwood PUD Zoning Agreement.

ALTERNATIVE RECOMMENDATIONS

Provide staff direction.

FISCAL IMPACT:

RECOMMENDATION

Staff time.

| Funding Source | County Funds | Non-County Funds |
|----------------|--------------|------------------|
| | | |
| | | |
| | | |
| Subtotal | | |
| Project Total | | |

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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PARKWOOD
SECOND AMENDMENT TO THE PLANNED UNIT
DEVELOPMENT ZONING AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, 2019, by and between PARKWOOD PROPERTY OWNER’S ASSOCIATION, INC., a Florida not-for-profit corporation, (hereinafter the “Association”) and MARTIN COUNTY, a political subdivision of the State of Florida (hereinafter the “County”).

WITNESSETH:

WHEREAS, after appropriate notice, public hearing and approval, Gombas Development, Inc., a Florida Corporation, and Martin County, on or about the 14th day of February 1984, entered into a Planned Unit Development Zoning Agreement for the development of a project in Martin County, Florida known as “Parkwood PUD”, which agreement is recorded in official records Book 597, beginning at Page 2471 of the Public Records of Martin County, Florida, which Agreement, as amended from time to time, is hereinafter referred to as the “PARKWOOD PUD AGREEMENT”; and

WHEREAS, the developer of Parkwood PUD subsequently created the Association to fulfill continuing responsibilities for matters of common interest within Parkwood, including some of those conditions identified in the PARKWOOD PUD AGREEMENT; and

WHEREAS, the Association wishes to amend one of the conditions of the PARKWOOD PUD AGREEMENT.

NOW, THEREFORE, it is agreed between the parties that:

1. Condition 6 of Exhibit “F”, Conditions and Requirements of the PARKWOOD PUD AGREEMENT is amended to read as follows:

6. All buildings and structures shall conform with the following height, site area and setback requirements:

All lots shall be single family lots.

Site Area: 6,000 square feet or larger.

Height: 2 stories or 25 feet.

Setbacks: Side: 0 and 10 feet.
Zero lot lines must be contiguous to zero lot lines and 10 foot setbacks contiguous to 10 foot setbacks.

Rear: 15 feet.

Front: 20 feet.

Frontage: 60 foot minimum at building line front.

2. This amendment is consistent with the Martin County Comprehensive Plan.

3. All the terms and conditions of the PARKWOOD P.U.D. AGREEMENT which are not specifically amended or revised by this Amendment shall remain in full force and effect as stated therein.

4. This Second Amendment to the PARKWOOD PUD AGREEMENT hereby supersedes any development order requirements in conflict with revised Condition 6.

IN WITNESS THEREOF, the parties have caused this Amendment to be made and entered into the day and year first written. The date of this Amendment shall be the date on which this amendment was approved by the Board of County Commissioners.

Witness:

PARKWOOD OF PALM CITY
PROPERTY OWNER'S ASSOCIATION, INC.,
a not-for-profit corporation

Print Name: _____

By: _____

Witness:

Print Name: _____

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____ as _____ of the PARKWOOD PROPERTY OWNER'S ASSOCIATION, INC., a not-for-profit corporation. _____ is personally known to me or has produced _____ as identification.

(NOTARIAL SEAL)

NOTARY PUBLIC

My Commission Expires _____

Attest:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

—

Carolyn Timmann,
Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Krista A. Storey
Senior Assistant County Attorney



September 11, 2019

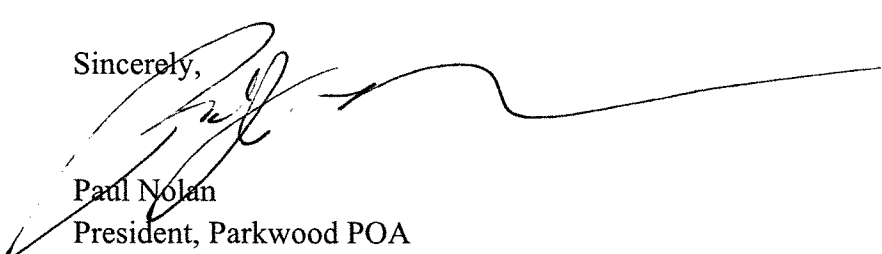
Re: Wetland PUD Agreement

Dear Ms. VanVonno,

Please allow this letter to serve as an agreement that we, Parkwood POA will work with Martin County to resolve our setback issue. It is also our understanding that we will have no financial responsibility for these changes.

Please send over the written agreement when ready and we will sign it. Thank you again for helping us settle this matter, and if you have any questions, please feel free to call me.

Sincerely,



Paul Nolan
President, Parkwood POA
772-341-2761.



May 4, 2019

Re: Wetland Committee Chair, Ellen Dickson

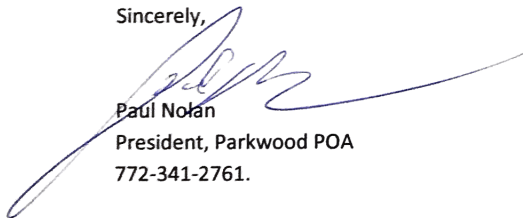
Dear Commissioner Smith,

Again, thank you for taking the time to help Parkwood with our wetlands issue. We sincerely appreciate it.

I have appointed Ellen Dickson as chair of our wetlands committee due to her knowledge of the area, as well as her dedication to maintaining a positive relationship with Martin County. Ellen has my permission to represent Parkwood as we advocate for change with the wetland buffer to setback, etc.

Please let me know if you have any questions, or concerns.

Sincerely,



Paul Nolan
President, Parkwood POA
772-341-2761.

Parkwood POA, Inc. - PO Box 1639 - Hobe Sound, FL 33475

Phone: 1-772-286-9109