City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION
JUNE 24, 2024
AT 5:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Rebecca S. Bruner
Vice Mayor Campbell Rich
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Troy McDonald

ADMINISTRATIVE

City Manager, Michael J. Mortell
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

Agenda items are available on our website at http://www.cityofstuart.us
Phone: (772) 288-5306. Fax: (772) 288-5305. E-mail: mkindel@ci.stuart.fl.us

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation to attend this meeting should contact the City's ADA coordinator at 772-288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.
(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

CONSENT CALENDAR

1. APPROVAL OF 06/10/2024 CCM MINUTES (RC)

2. LAKESIDE MARKETPLACE REPLAT (RC):

RESOLUTION No. 51-2024, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A PLAT TITLED "MARKETPLACE AT STUART PARK", BEING A REPLAT OF A PORTION OF LOT B, THE EXPOSITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 17, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, CITY OF STUART, MARTIN COUNTY, FLORIDA, CONTAINING 4.02 ACRES, MORE OR LESS PREPARED BY CHRISTIAN FELIX AND MAPPER NO. 5102 FOR LAKESIDE MARKET PLACE CPUD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

3. B/A #11-2024, FDLE S.A.F.E. GRANT (RC):

RESOLUTION No. 57-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #11-2024 TO THE FISCAL YEAR 2024 OPERATING BUDGET AND AUTHORIZING GRANT EXPENDITURES FOR THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT'S STATE ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E.) IN FLORIDA PROGRAM, PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

4. AWARD OF WO#1 TO RFQL#2023-400, ROOFING CONTRACT (RC):

RESOLUTION No. 58-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPROVE THE AWARD OF WORK ORDER NO. 1 TO RFQL# 2023-400, ROOF REPLACEMENT TO REPLACE ROOF OF EXISTING METAL BUILDING LOCATED AT THE PUBLIC WORKS COMPLEX TO THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER, NOT TO EXCEED $126,160.00 TO ADVANCED ROOFING, INC. OF FORT LAUDERDALE, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

5. BUDGET AMENDMENT #12; ROOF REPLACEMENT OF EXISTING METAL BUILDING (RC):

RESOLUTION No. 59-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. 12 TO THE 2023-2024 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR ROOF REPLACEMENT OF EXISTING METAL BUILDING LOCATED AT THE PUBLIC WORKS COMPLEX; PROVIDING AN EFFECTIVE DATE, AND FOR

OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

ORDINANCE SECOND READING

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

6. AMENDMENT 3 TO THE FLORIDA CONSTITUTION - LEGALIZING RECREATIONAL MARIJUANA

ADJOURNMENT

WHAT IS CIVILITY? Civility is caring about one's identity, needs and beliefs without degrading someone else's in the process. Civility is more than merely being polite. Civility requires staying "present" even with those persons with whom we have deep-rooted and perhaps strong disagreements. It is about constantly being open to hear, learn, teach and change. It seeks common ground as a beginning point for dialogue. It is patience, grace, and strength of character. Civility is practiced in our City Hall.

PUBLIC COMMENT: If a member of the public wishes to comment upon ANY subject matter, including quasi-judicial matters, please submit a Request to Speak form. These forms are available in the back of the Commission Chambers, and should be given to the City Clerk prior to introduction of the item number you would like to address.

CONSENT CALENDAR: Those matters included under the Consent Calendar are self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by one motion. If discussion on an item is desired by any City Commissioner that item may be removed by a City Commissioner from the Consent Calendar and considered separately. If an item is quasi-judicial it may be removed by a Commissioner or any member of the public from the Consent Calendar and considered separately.

QUASI-JUDICIAL HEARINGS: Some of the matters on the Agenda may be "quasi-judicial" in nature. City Commissioners will disclose all ex-parte communications, and may be subject to voir dire by any interested party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment without being sworn. Unsworn testimony will be given appropriate weight and credibility by the City Commission.

INVOCATION: Any invocation that may be offered at the opening of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 6/24/2024 **Prepared by:**

Title of Item:
APPROVAL OF 06/10/2024 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

Funding Source:

Recommended Action:

ATTACHMENTS:
1. 06/10/2024 CCM Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
JUNE 10, 2024
AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Rebecca S. Bruner
Vice Mayor Campbell Rich
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Troy McDonald

ADMINISTRATIVE

City Manager, Michael J. Mortell
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

ROLL CALL

4:01 PM

PRESENT: Mayor Bruner, Vice Mayor Rich, Commissioner Clarke, Commissioner Collins, Commissioner McDonald

INVOCATION

Pastor James Brocious, Stuart Alliance Church, gave the Invocation.

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - SABRINA ZAMBRANO, SONG PERFORMANCE

Sabrina Zambrano sang "Do Not Go, My Love" by Richard Hageman.

PROCLAMATIONS

2. JUNETEENTH - JUNE 19, 2024

Jimmy Smith, President of National Association for the Advancement of Colored People (NAACP) and Nina Dooley, President of Afro-American Citizens of East Stuart (AACES), received the Proclamation, announced the upcoming Miss Juneteenth Pageant on June 19th at the 10th Street Recreation Center. Mr. Smith complimented the City Fire Department as they recently tended to a fire on his street.

PRESENTATIONS

3. SERVICE AWARDS - JUNE 2024

Michael Woodside	20 Years	Water Treatment Team
Michael Marshall	20 Years	Wastewater Treatment (not present)
Robert Green	15 Years	Wastewater Treatment
Thomas Gillen	15 Years	Distribution & Collection
Robert Cummings	10 Years	Fire Department
Corey Lee	10 Years	Police Department
Darren Duke	5 Years	Technology Services

4. PROCEDURE FOR BLUE-GREEN ALGAE HEALTH ADVISORY NOTICES, PRESENTATION BY THE MARTIN COUNTY DEPARTMENT OF HEALTH

Mr. Nick Clifton, Health Officer/Administrator of the Florida Department of Health, briefly presented on the Martin County Department of Health tests for blue-green algae and the protocol for advisory notices. He stated that if citizens see signs of algae, they are encouraged to take a photo and send it in to *floridadep.gov/AlgalBloom.*

5. DEVELOPMENT UPDATE

City Manager Michael Mortell presented the update, and provided a map of the City boundary demonstrating future land use, a brief historical timeline, explanation of the Comprehensive Plan, census statistics, development approvals, and growth rate.

The Commission participated in a discussion.

COMMENTS BY CITY COMMISSIONERS

Commissioner McDonald

- Commented he is looking forward to hearing the report on ISO Class 1 Rating given by the City Manager for the Fire Department.
- Commented that the City Manager will be giving a report on Riverpoint Drive parking.
- Expressed that the Memorial Day Parade was a success.

Commissioner Clarke

- Commented on the Water Department, the great work they do, and the many years some have given; commended Mike Woodside, Peter Kunen, and Milton Leggett. Complimented the Recreation Department and a program, Take Back Our Children, that was organized this past weekend. Complimented Jessica Tharp, Mike Redstone and members of the community who offered their support. Would like the East Stuart Community to have more events on the Fourth of July holiday.
- Announced two upcoming meetings on June 13th; the Joint City/County/School Board Meeting at the Blake Library at 9:00 a.m. and a Town Hall Meeting at 6:00 p.m. at the 10th Street Recreation Center.

Commissioner Collins

- Commented on a pilot program at the Poppleton Creek Pond concerning herbicides, would like to review the program and have a presentation.

Commissioner Bruner

- Commented on the trams and would like the Community Redevelopment Agency (CRA) to move forward in wrapping additional trams.

COMMENTS BY CITY MANAGER

City Manager Mortell

- Commented that Joe Gilio, President of Lake Okeechobee Restoration Initiative, was authorized to use the Poppleton Creek Dog Park to do the pilot program, and provided a report which stated it maintained the status quo. He stated he will report on this subject next month.
- Commented on Darren Duke, IT Director; noted the good job he has done since being hired.
- Announced that July 8th will be the first scheduled budget meeting.
- Commented on Riverpoint Drive, explained the history of rock or pebble driveways. After meeting with staff, it's been determined that those who have been notified will enter into a revocable permit, and no future expansions will be done without City permission and no citations or code enforcement hearings will result. An acknowledgment will be shared by property owners to not store personal property in the public right-of-way and to acknowledge that these parking spaces are not considered private property. Those that received a letter will receive a follow-up letter pertaining to the revocable permit.
- Commented on the ISO Class 1 Rating received by the Fire Department.

APPROVAL OF AGENDA

5:53 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
Motion approved unanimously.

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

1. Brent Wohlenberg - Fellsmere; Commented on the chemistry of the lagoon.
2. Deborah Wilson - Stuart; Thanked Commissioner Collins and City Manager Mortell, would like improvements to their street, Riverpoint Drive.
3. Althea Wiley - Stuart; Thanked the City Manager for participation in the event, Take Back Our Children, in East Stuart.
4. Laura Giobbi - Stuart; Thanked Mortell for the informative presentation and expressed concerns about public parking spaces.
5. Sean Reed - Stuart; Commented on data he collected.

CONSENT CALENDAR

6. APPROVAL OF 05/28/2024 CCM MINUTES (RC)

7. DECLARING THE 2024 MUNICIPAL ELECTION (RC):

RESOLUTION No. 54-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, DECLARING THE PRIMARY MUNICIPAL ELECTION FOR AUGUST 20, 2024; PROVIDING FOR EARLY VOTING BEGINNING ON AUGUST 10, 2024 AND ENDING ON AUGUST 17, 2024 AT THE SUPERVISOR OF ELECTIONS OFFICE, 135 SE MARTIN LUTHER KING, JR. BOULEVARD, STUART, FL; AND PROVIDING FOR VOTING AT REGULAR PRECINCTS ON ELECTION DAY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

***** PULLED ITEM #8 *****

8. AWARD TO RFQL #2024-400: CONSTRUCTION MANAGER AT RISK (CMAR) FOR UNDERGROUNDING AND STREETSCAPE (RC):

RESOLUTION No. 55-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF PRECONSTRUCTION SERVICES TO RFQL #2024-400, CONSTRUCTION MANAGER AT RISK (CMAR) FOR UNDERGROUNDING AND STREETSCAPE PROJECT WITH A PRICE FLORIDA PRICE NOT TO EXCEED $67,800.00 TO BURKHARDT CONSTRUCTION, INC. OF WEST PALM BEACH, TO PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9. UPDATE TO ARPA PROGRAM GRANT EXPENDITURE (RC):

RESOLUTION No. 56-2024: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #10-2024 TO THE FISCAL YEAR 2024 ENTERPRISE FUND AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR UPDATES AND IMPROVEMENTS TO THE CITY'S 2022 STORMWATER MASTER PLAN, PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

END OF CONSENT CALENDAR

6:07 PM MOTION: Approve, pulling Item #8.
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
Motion approved unanimously.

***** ITEM #8 PULLED FROM CONSENT CALENDAR *****

8. AWARD TO RFQL #2024-400: CONSTRUCTION MANAGER AT RISK (CMAR) FOR UNDERGROUNDING AND STREETSCAPE (RC):

RESOLUTION No. 55-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF PRECONSTRUCTION SERVICES TO RFQL #2024-400, CONSTRUCTION MANAGER AT RISK (CMAR) FOR UNDERGROUNDING AND STREETSCAPE PROJECT WITH A PRICE FLORIDA PRICE NOT TO EXCEED $67,800.00 TO BURKHARDT CONSTRUCTION, INC. OF WEST PALM BEACH, TO PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Pinal Gandhi-Savdas, CRA Executive Director, reviewed the process for the project and clarified the Resolution.

Mr. Christopher (CJ) Rodey, Project Manager, Burkhardt Construction; reviewed the process.

Commission discussion continued with regard to financial concerns and other jobs Burkardt Construction has completed.

PUBLIC COMMENT:

1. Keyvan Bohlooli - Stuart; In favor of the project.
2. Nina Brody - Stuart; Commented on the condition of Seminole Street, understood it to be an approved budget project; in favor.
3. Bill Moore - Stuart; Commented on the condition of Seminole Street; in favor.
4. Aaron Hawkins - Stuart; Stuart Main Street Board Member, offers his support for the project.
5. Walter Loyd - Stuart; Commented that this project should be broken down by incremental costs.
6. Joe Flanigan - Stuart; Commented on the budget; in favor of moving forward to make an informed decision.
7. Helen McBride - Stuart; Commented that moving forward is the right thing to do; in favor of investment.

6:21 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
Motion approved unanimously. 7:04 PM

<u>COMMISSION ACTION</u>

10. FDOT PERMITS FOR TEMPORARY CLOSINGS OF STATE ROADS TO INSTALL MONUMENT SIGNS (RC):

RESOLUTION No. 38-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPLY FOR STATE PERMITS NEEDED FOR TEMPORARY CLOSINGS OF STATE ROADS TO INSTALL AND MAINTAIN WAYFINDING AND/OR “WELCOME” MONUMENT SIGNS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

7:05 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
Motion approved unanimously.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

ADJOURNMENT

7:05 PM

Mary R. Kindel, City Clerk	**Rebecca S. Bruner, Mayor**

Minutes to be approved at the Regular Commission Meeting this 24th day of June, 2024.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 6/24/2024 **Prepared by:** Jodi Nentwick

Title of Item:
LAKESIDE MARKETPLACE REPLAT (RC):

RESOLUTION No. 51-2024, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A PLAT TITLED “MARKETPLACE AT STUART PARK”, BEING A REPLAT OF A PORTION OF LOT B, THE EXPOSITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 17, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, CITY OF STUART, MARTIN COUNTY, FLORIDA, CONTAINING 4.02 ACRES, MORE OR LESS PREPARED BY CHRISTIAN FELIX AND MAPPER NO. 5102 FOR LAKESIDE MARKET PLACE CPUD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
The subject property consists of approximately 4.02 acres and is a portion of a larger 11.4-acre Commercial Planned Unit Development (CPUD), located on the south side of SE Market Place, east of the intersection with US Highway One. In 1998, the City Commission annexed the property (then known as Parcel #F21) and provided a Commercial Future Land Use designation and a CPUD zoning district. Since then, the property has remained undeveloped and vacant with 4.91 acres abutting to the west approved for similar development. The subject property is approximately 4.02 acres and is located on the eastern half of the original parcel. The three owners/entities now request a major PUD amendment to develop the commercial parcel.

In 2020, the City Commission approved Ordinance Number 2445-2020, amending the CPUD to accommodate 24,000 square feet of commercial development known as "Lakeside Market Place CPUD" with a major site plan approval with development conditions, a timetable for development and mandatory platting. The replat is a condition of the ordinance that was adopted in 2020.

Funding Source:
N/A

Recommended Action:
Staff recommends consideration by the City Commission to approve Resolution No. 51-2024, adopting the Replat of Marketplace of Stuart (Lakeside Market Place CPUD).

ATTACHMENTS:
1. R51-2024 Lakeside Marketplace Replat
2. Application
3. Preliminary Plat
4. Boundary Survey
5. Approved Ordinance No 2445-2020

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 51-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A PLAT TITLED "MARKETPLACE AT STUART PARK," BEING A REPLAT OF A PORTION OF LOT B, THE EXPOSITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 17, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, CITY OF STUART, MARTIN COUNTY, FLORIDA, CONTAINING 4.02 ACRES, MORE OR LESS PREPARED BY CHRISTIAN FENEX AND MAPPER NO. 5102 FOR LAKESIDE MARKETPLACE CPUD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*****

WHEREAS, on December 11, 1989, the City of Stuart City Commission adopted Ordinance Number 1174-89, adopting a Comprehensive Growth Management Plan as mandated by the Local Government Comprehensive Plan and Land Development Regulation Act, Chapter 163, Part II, Florida State Statutes, also known as the City of Stuart Comprehensive Plan, that designated this Future Land Use of this property as Commercial Planned Unit Development (CPUD); and Major Amendment to the Lakeside Market Place CPUD Ordinance Number 2445-2020; and

WHEREAS, On April 13, 1998, the City of Stuart City Commission annexed an 11.4-acre parcel of land known as #F21 through the adoption of Ordinance Number 1599-97; and

WHEREAS, on August 24, 1998, the City of Stuart City Commission further provided a Future Land Use Designation of Commercial (C) and Zoning District of Commercial Planned Unit Development (CPUD) to said land through the adoption of Ordinance Number 1600-97 and Ordinance Number 1601-97, respectively; and

WHEREAS, a portion of the parcel remains undeveloped and vacant; and

WHEREAS, the Local Planning Agency heard this agenda item on June 18, 2020, and provided a recommendation of approval to the City Commission; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by William J. Mathers (Agent) of Mathers Engineering Corporation; and

WHEREAS, an application for a Major Amendment to Ordinance Number 1601-97 was properly filed on behalf of the petitioner, Daniel Lawrence of D. Lawrence Properties LLC., and Osiris Ramos of Market Place at Stuart Condominium Association and Ok of Martin County, LLC; and

WHEREAS, on July 27, 2020, the City Commission approved Ordinance Number 2445-2020 amending Ordinance Number 1607-97, which assigned Commercial Planned Unit Development (CPUD) Zoning to an 11.42-acre parcel of land located on the south side of SE Market Place East of U.S. Highway One; providing for a master development plan approval, development conditions, a timetable for development and mandatory platting for a 4.02-acre portion of annexed Parcel #F2 to accommodate 24,000 square feet

of commercial development known as Lakeside Market Place CPUD; declaring the proposed development to be consistent with the City's Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: That certain plat titled "MARKETPLACE AT STUART" in the Hanson Grant, City of Stuart, Martin County, Florida, being a Replat of a portion of Lot B, The Exposition, according to the map or plat thereof, as recorded in Plat Book 9, Page 17, of the Public Records of Martin County, Florida, Christian Fenex, Professional Land Surveyor Florida Certificate No. 5102 Licensed Business No. 6858, Christian Fenex & Associates Professional Surveying & Mapping, a copy of which was initially filed with the City Development Department on September 7, 2023, is hereby approved by the City Commission as being in compliance with the requirements for platting in Chapter 177, Florida Statutes and with local laws relative thereto.

SECTION 2: This Resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
REBECCA S. BRUNER, MAYOR				
CAMPBELL RICH, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

ADOPTED this ____ day of _____, 2024.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: _____
Reviewed by: _____

Plat Application

Project ID#_____
(Staff Entry)

Pre-App Conference Date:	Application Date: 08/31/2023

SITE INFORMATION

Project Name: Lakeside Markeplace	Parcel ID#: 38-38-41-013-000-00001-0
Site Address: 2700 SE Market Place, Stuart, FL 34997	
Subdivision:	Lot(s):
Site Acreage: 4.08	Flood Zone/Base Flood Elevation: X
Existing Zoning District / CRA Subdistrict (if applicable):	
Current Comprehensive Plan Future Land Use Designation:	

PETITIONER INFORMATION

Property Owner: MARKETPLACE AT STUART CONDOMINIUM ASSOCIATION, INC.	Phone Number / Email Address: 772-463-8333 COASTALLANDDEV@ATT.NET
Property Owner's Mailing Address: 5640 SE GROUPER AVENUE, STUART. FL 34997	
Applicant (if not Owner):	Phone Number / Email Address:
Applicant's Mailing Address:	
Agent/Contact Person: STEVEN G. VITALE. ESQ.	Phone Number / Email Address: 772-781-1999 SV41969@AOL.COM
Agent's Mailing Address: 211 S COLORADO AVENUE SUITE 2, STUART, FL 34994	
Surveyor: CHRISTIAN FENEX & ASSOCIATES	Engineer: MATHERS ENGINEERING
Planner: MATHERS ENGINEERNG	Attorney: STEVEN G. VITALE, ESQ.

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared OSIRIS RAMOS

Who, being by me first duly sworn, on oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a PLAT APPLICATION (REPLAT) in the City of Stuart, FL.
3. That he/she has appointed STEVEN G. VITALE, ESQ to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: MARKETPLACE AT STUART CONDOMINIUM ASSOCIATION, INC.

Signature of Owner:

By: OSIRIS RAMOS, PRESIDENT
Name/Title

5640 SE GROUPER AVENUE
Street Address

STUART, FL 34997
City, State, Zip Code

P.O. Box

City, State, Zip Code

772-463-8333
Telephone Number

772-463-8334
Fax Number

COASTALLANDDEV@ATT.NET
Email Address:

STATE OF FLORIDA, COUNTY OF MARTIN

Sworn and subscribed before me by means of [x] physical presence or [ ] online notarization, this

31ST day of AUGUST, 2023 By OSIRIS RAMOS.

Personally Known OR Produced Identification
Type of Identification Produced:

Notary Public

My Commission expires:
4-23-24

MANUEL CABALLERO
Notary Public - State of Florida
Commission # GG 981228
My Comm. Expires Apr 23, 2024
Bonded through National Notary Assn.

Financial Responsibility Form

(Please Print or Type)

The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will be made prior to the receipt of the consultant comments.

Name: OSIRIS RAMOS	City/State/Zip Code: STUART, FL 34997
Title: PRESIDENT	Telephone Number: 772-463-8333
Company: MARKETPLACE AT STUART CONDOMINIUM ASSOCIATION, INC.	Facsimile Number: 772-463-8334
Company Address: 5640 SE GROUPER AVENUE	Email Address (optional): COASTALLANDDEV@ATT.NET

I hereby certify that all information contained herein is true and correct.

1. Signed this 31ST day of AUGUST, 20 23.

Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

Application Requirements

Fee: $852.00 *(this does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees)*
Submittal Requirements: A completed application form, the payment of fees, and a plat conforming to the requirements of F.S. Chapter 177, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed and by any other information required by the City Development Director.
Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application, including a recommendation from the Public Works Director. The City Commission is also required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.
Justification: Written justification supporting how the application is in compliance with the requirements of F.S. Chapter 177, the City's comprehensive plan, and the City's Land Development Regulations *(include additional pages if needed)*.
(over)

City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: _____
Reviewed by: _____

Plat Application

Project ID#_____
(Staff Entry)

Pre-App Conference Date:	Application Date: 08/31/2023

SITE INFORMATION

Project Name: Lakeside Markeplace	Parcel ID#: 38-38-41-013-000-00010-0
Site Address: 2700 SE Market Place, Stuart, FL 34997	
Subdivision:	Lot(s):
Site Acreage: 4.08	Flood Zone/Base Flood Elevation: X
Existing Zoning District / CRA Subdistrict (if applicable):	
Current Comprehensive Plan Future Land Use Designation:	

PETITIONER INFORMATION

Property Owner: D LAWRENCE PROPERTIES LLC	Phone Number / Email Address: 772-2832383 DANIELS.FENCE.CORP@GMAIL.COM
Property Owner's Mailing Address: 1336 SW ALLIGATOR ST., PALM CITY. FL 34990	
Applicant (if not Owner):	Phone Number / Email Address:
Applicant's Mailing Address:	
Agent/Contact Person: STEVEN G. VITALE. ESQ.	Phone Number / Email Address: 772-781-1999 SV41969@AOL.COM
Agent's Mailing Address: 211 S COLORADO AVENUE SUITE 2, STUART, FL 34994	
Surveyor: CHRISTIAN FENEX & ASSOCIATES	Engineer: MATHERS ENGINEERING
Planner: MATHERS ENGINEERNG	Attorney: STEVEN G. VITALE, ESQ.

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared DANIEL LAWRENCE

Who, being by me first duly sworn, on oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a PLAT APPLICATION (REPLAT) in the City of Stuart, FL.
3. That he/she has appointed STEVEN G. VITALE, ESQ to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: D LAWRENCE PROPERTIES LLC

Signature of Owner: DANIEL LAWRENCE, AUTHORIZED MEMBER

By: Name/Title

1336 SW ALLIGATOR ST

Street Address

PALM CITY, FL 34990

City, State, Zip Code

P.O. Box

City, State, Zip Code

772-283-2383

Telephone Number

772-283-2565

Fax Number

DANIELS.FENCE.CORP@GMAILCOM

Email Address:

STATE OF FLORIDA, COUNTY OF MARTIN

Sworn and subscribed before me by means of [x] physical presence or [ ] online notarization, this

31ST day of AUGUST, 2023 By DANIEL LAWRENCE.

Personally Known OR Produced Identification

Type of Identification Produced:

Notary Public

My Commission expires:

4-23-24

MANUEL CABALLERO
Notary Public - State of Florida
Commission # GG 981228
My Comm. Expires Apr 23, 2024
Bonded through National Notary Assn.

Financial Responsibility Form

(Please Print or Type)

The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will be made prior to the receipt of the consultant comments.

Name: DANIEL LAWRENCE	City/State/Zip Code: PALM CITY, FL 34990
Title: AUTHORIZED MEMBER	Telephone Number: 772-283-2383
Company: D LAWRENCE PROPERTIES LLC	Facsimile Number: 772-283-2565
Company Address: 1336 SW ALLIGATOR ST	Email Address (optional): DANIELS.FENCE.CORP@GMAIL.COM

I hereby certify that all information contained herein is true and correct.

1. Signed this 31ST day of AUGUST, 20 23.

Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

Application Requirements

Fee: $852.00 *(this does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees)*
Submittal Requirements: A completed application form, the payment of fees, and a plat conforming to the requirements of F.S. Chapter 177, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed and by any other information required by the City Development Director.
Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application, including a recommendation from the Public Works Director. The City Commission is also required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.
Justification: Written justification supporting how the application is in compliance with the requirements of F.S. Chapter 177, the City's comprehensive plan, and the City's Land Development Regulations *(include additional pages if needed)*.
(over)

City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: _____
Reviewed by: _____

Plat Application

Project ID#_____
(Staff Entry)

Pre-App Conference Date:	Application Date: 08/31/2023

SITE INFORMATION

Project Name: Lakeside Markeplace	Parcel ID#: 38-38-41-013-000-00020-0
Site Address: 2700 SE Market Place, Stuart, FL 34997	38-38-41-013-000-00030-0
Subdivision:	Lot(s):
Site Acreage: 4.08	Flood Zone/Base Flood Elevation: X
Existing Zoning District / CRA Subdistrict (if applicable):	
Current Comprehensive Plan Future Land Use Designation:	

PETITIONER INFORMATION

Property Owner: OK OF MARTIN COUNTY, LLC	Phone Number / Email Address: 772-463-8333 COASTALLANDDEV@ATT.NET
Property Owner's Mailing Address: 5640 SE GROUPER AVENUE, STUART. FL 34997	
Applicant (if not Owner):	Phone Number / Email Address:
Applicant's Mailing Address:	
Agent/Contact Person: STEVEN G. VITALE. ESQ.	Phone Number / Email Address: 772-781-1999 SV41969@AOL.COM
Agent's Mailing Address: 211 S COLORADO AVENUE SUITE 2, STUART, FL 34994	
Surveyor: CHRISTIAN FENEX & ASSOCIATES	Engineer: MATHERS ENGINEERING
Planner: MATHERS ENGINEERNG	Attorney: STEVEN G. VITALE, ESQ.

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared OSIRIS RAMOS

Who, being by me first duly sworn, on oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a PLAT APPLICATION (REPLAT) in the City of Stuart, FL.
3. That he/she has appointed STEVEN G. VITALE, ESQ to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: OK OF MARTIN COUNTY, LLC

Signature of Owner:

By: OSIRIS RAMOS, MANAGER
Name/Title

5640 SE GROUPER AVENUE
Street Address

STUART, FL 34997
City, State, Zip Code

P.O. Box

City, State, Zip Code

772-463-8333
Telephone Number

772-463-8334
Fax Number

COASTALLANDDEV@ATT.NET
Email Address:

STATE OF FLORIDA, COUNTY OF MARTIN

Sworn and subscribed before me by means of [x] physical presence or [ ] online notarization, this

31ST day of AUGUST, 2023 By OSIRIS RAMOS.

Personally Known OR Produced Identification
Type of Identification Produced:

Notary Public

My Commission expires:
4-23-24

MANUEL CABALLERO
Notary Public - State of Florida
Commission # GG 981228
My Comm. Expires Apr 23, 2024
Bonded through National Notary Assn.

Financial Responsibility Form

(Please Print or Type)

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Name: OSIRIS RAMOS	City/State/Zip Code: STUART, FL 34997
Title: MANAGER	Telephone Number: 772-463-8333
Company: OK OF MARTIN COUNTY, LLC	Facsimile Number: 772-463-8334
Company Address: 5640 SE GROUPER AVENUE	Email Address (optional): COASTALLANDDEV@ATT.NET

I hereby certify that all information contained herein is true and correct.

1. Signed this 31ST day of AUGUST, 20 23.

Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

Application Requirements

Fee: $852.00 *(this does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees)*
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Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application, including a recommendation from the Public Works Director. The City Commission is also required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.
Justification: Written justification supporting how the application is in compliance with the requirements of F.S. Chapter 177, the City's comprehensive plan, and the City's Land Development Regulations *(include additional pages if needed)*.

(over)

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: _____
Reviewed by: _____

RECEIVED
SEP 7 2023
By: _____

Plat Application

Project ID# Z23090002
(Staff Entry)

Pre-App Conference Date:	Application Date: 08/31/2023

SITE INFORMATION

Project Name: Lakeside Markeplace	Parcel ID#: 38-38-41-013-000-00001-0
Site Address: 2700 SE Market Place, Stuart, FL 34997	
Subdivision:	Lot(s):
Site Acreage: 4.08	Flood Zone/Base Flood Elevation: X
Existing Zoning District / CRA Subdistrict (if applicable):	
Current Comprehensive Plan Future Land Use Designation:	

PETITIONER INFORMATION

Property Owner: MARKETPLACE AT STUART CONDOMINIUM ASSOCIATION, INC.	Phone Number / Email Address: 772-463-8333 COASTALLANDDEV@ATT.NET
Property Owner's Mailing Address: 5640 SE GROUPER AVENUE, STUART. FL 34997	
Applicant (if not Owner):	Phone Number / Email Address:
Applicant's Mailing Address:	
Agent/Contact Person: STEVEN G. VITALE. ESQ.	Phone Number / Email Address: 772-781-1999 SV41969@AOL.COM
Agent's Mailing Address: 211 S COLORADO AVENUE SUITE 2, STUART, FL 34994	
Surveyor: CHRISTIAN FENEX & ASSOCIATES	Engineer: MATHERS ENGINEERING
Planner: MATHERS ENGINEERNG	Attorney: STEVEN G. VITALE, ESQ.

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared OSIRIS RAMOS

Who, being by me first duly sworn, on oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a PLAT APPLICATION (REPLAT) in the City of Stuart, FL.
3. That he/she has appointed STEVEN G. VITALE, ESQ to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: MARKETPLACE AT STUART CONDOMINIUM ASSOCIATION, INC.

Signature of Owner: | By: Name/Title: OSIRIS RAMOS, PRESIDENT

Street Address: 5640 SE GROUPER AVENUE | City, State, Zip Code: STUART, FL 34997

P.O. Box | City, State, Zip Code

Telephone Number: 772-463-8333 | Fax Number: 772-463-8334

Email Address: COASTALLANDDEV@ATT.NET

STATE OF FLORIDA, COUNTY OF MARTIN

Sworn and subscribed before me by means of [x] physical presence or [ ] online notarization, this

31ST day of AUGUST, 2023 By OSIRIS RAMOS.

Personally Known OR Produced Identification

Type of Identification Produced:

Notary Public

MANUEL CABALLERO
Notary Public - State of Florida
Commission # GG 981228
My Comm. Expires Apr 23, 2024
Bonded through National Notary Assn.

My Commission expires: 4-23-24

Financial Responsibility Form

(Please Print or Type)

The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will be made prior to the receipt of the consultant comments.

Name: OSIRIS RAMOS	City/State/Zip Code: STUART, FL 34997
Title: PRESIDENT	Telephone Number: 772-463-8333
Company: MARKETPLACE AT STUART CONDOMINIUM ASSOCIATION, INC.	Facsimile Number: 772-463-8334
Company Address: 5640 SE GROUPER AVENUE	Email Address (optional): COASTALLANDDEV@ATT.NET

I hereby certify that all information contained herein is true and correct.

1. Signed this 31ST day of AUGUST, 20 23.

Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

Application Requirements

Fee: $852.00 *(this does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees)*
Submittal Requirements: A completed application form, the payment of fees, and a plat conforming to the requirements of F.S. Chapter 177, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed and by any other information required by the City Development Director.
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Justification: Written justification supporting how the application is in compliance with the requirements of F.S. Chapter 177, the City's comprehensive plan, and the City's Land Development Regulations *(include additional pages if needed)*.
(over)

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: _____
Reviewed by: _____

Plat Application

Project ID#_____
(Staff Entry)

Pre-App Conference Date:	Application Date: 08/31/2023

SITE INFORMATION

Project Name: Lakeside Markeplace	Parcel ID#: 38-38-41-013-000-00010-0
Site Address: 2700 SE Market Place, Stuart, FL 34997	
Subdivision:	Lot(s):
Site Acreage: 4.08	Flood Zone/Base Flood Elevation: X
Existing Zoning District / CRA Subdistrict (if applicable):	
Current Comprehensive Plan Future Land Use Designation:	

PETITIONER INFORMATION

Property Owner: D LAWRENCE PROPERTIES LLC	Phone Number / Email Address: 772-2832383 DANIELS.FENCE.CORP@GMAIL.COM
Property Owner's Mailing Address: 1336 SW ALLIGATOR ST., PALM CITY. FL 34990	
Applicant (if not Owner):	Phone Number / Email Address:
Applicant's Mailing Address:	
Agent/Contact Person: STEVEN G. VITALE. ESQ.	Phone Number / Email Address: 772-781-1999 SV41969@AOL.COM
Agent's Mailing Address: 211 S COLORADO AVENUE SUITE 2, STUART, FL 34994	
Surveyor: CHRISTIAN FENEX & ASSOCIATES	Engineer: MATHERS ENGINEERING
Planner: MATHERS ENGINEERNG	Attorney: STEVEN G. VITALE. ESQ.

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(Please Print or Type)

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Name of Owner: D LAWRENCE PROPERTIES LLC

Signature of Owner: DANIEL LAWRENCE, AUTHORIZED MEMBER

By: Name/Title

1336 SW ALLIGATOR ST

Street Address

PALM CITY, FL 34990

City, State, Zip Code

P.O. Box

City, State, Zip Code

772-283-2383

Telephone Number

772-283-2565

Fax Number

DANIELS.FENCE.CORP@GMAILCOM

Email Address:

STATE OF FLORIDA, COUNTY OF MARTIN

Sworn and subscribed before me by means of [x] physical presence or [ ] online notarization, this

31ST day of AUGUST, 2023 By DANIEL LAWRENCE.

Personally Known OR Produced Identification

Type of Identification Produced:

Notary Public

My Commission expires:

4-23-24

MANUEL CABALLERO
Notary Public - State of Florida
Commission # GG 981228
My Comm. Expires Apr 23, 2024
Bonded through National Notary Assn.

Financial Responsibility Form

(Please Print or Type)

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Name: DANIEL LAWRENCE	City/State/Zip Code: PALM CITY, FL 34990
Title: AUTHORIZED MEMBER	Telephone Number: 772-283-2383
Company: D LAWRENCE PROPERTIES LLC	Facsimile Number: 772-283-2565
Company Address: 1336 SW ALLIGATOR ST	Email Address (optional): DANIELS.FENCE.CORP@GMAIL.COM

I hereby certify that all information contained herein is true and correct.

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(over)

City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: _____
Reviewed by: _____

Plat Application

Project ID#_____
(Staff Entry)

Pre-App Conference Date:	Application Date: 08/31/2023

SITE INFORMATION

Project Name: Lakeside Markeplace	Parcel ID#: 38-38-41-013-000-00020-0
Site Address: 2700 SE Market Place, Stuart, FL 34997	38-38-41-013-000-00030-0
Subdivision:	Lot(s):
Site Acreage: 4.08	Flood Zone/Base Flood Elevation: x
Existing Zoning District / CRA Subdistrict (if applicable):	
Current Comprehensive Plan Future Land Use Designation:	

PETITIONER INFORMATION

Property Owner: OK OF MARTIN COUNTY, LLC	Phone Number / Email Address: 772-463-8333 COASTALLANDDEV@ATT.NET
Property Owner's Mailing Address: 5640 SE GROUPER AVENUE, STUART. FL 34997	
Applicant (if not Owner):	Phone Number / Email Address:
Applicant's Mailing Address:	
Agent/Contact Person: STEVEN G. VITALE. ESQ.	Phone Number / Email Address: 772-781-1999 SV41969@AOL.COM
Agent's Mailing Address: 211 S COLORADO AVENUE SUITE 2, STUART, FL 34994	
Surveyor: CHRISTIAN FENEX & ASSOCIATES	Engineer: MATHERS ENGINEERING
Planner: MATHERS ENGINEERNG	Attorney: STEVEN G. VITALE, ESQ.

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Name of Owner: OK OF MARTIN COUNTY, LLC

Signature of Owner:

By: OSIRIS RAMOS, MANAGER
Name/Title

5640 SE GROUPER AVENUE
Street Address

STUART, FL 34997
City, State, Zip Code

P.O. Box

City, State, Zip Code

772-463-8333
Telephone Number

772-463-8334
Fax Number

COASTALLANDDEV@ATT.NET
Email Address:

STATE OF FLORIDA, COUNTY OF MARTIN

Sworn and subscribed before me by means of [x] physical presence or [ ] online notarization, this

31ST day of AUGUST, 2023 By OSIRIS RAMOS.

Personally Known OR Produced Identification
Type of Identification Produced:

Notary Public

My Commission expires:
4-23-24

MANUEL CABALLERO
Notary Public - State of Florida
Commission # GG 981228
My Comm. Expires Apr 23, 2024
Bonded through National Notary Assn.

Financial Responsibility Form

(Please Print or Type)

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Name: OSIRIS RAMOS	City/State/Zip Code: STUART, FL 34997
Title: MANAGER	Telephone Number: 772-463-8333
Company: OK OF MARTIN COUNTY, LLC	Facsimile Number: 772-463-8334
Company Address: 5640 SE GROUPER AVENUE	Email Address (optional): COASTALLANDDEV@ATT.NET

I hereby certify that all information contained herein is true and correct.

1. Signed this 31ST day of AUGUST, 20 23.

Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

Application Requirements

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(over)

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

MARKETPLACE AT STUART

IN THE HANSON GRANT, CITY OF STUART,
MARTIN COUNTY, FLORIDA

BEING A REPLAT OF A PORTION OF LOT B, THE EXPOSITION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 17, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

_____
PARCEL CONTROL NUMBER

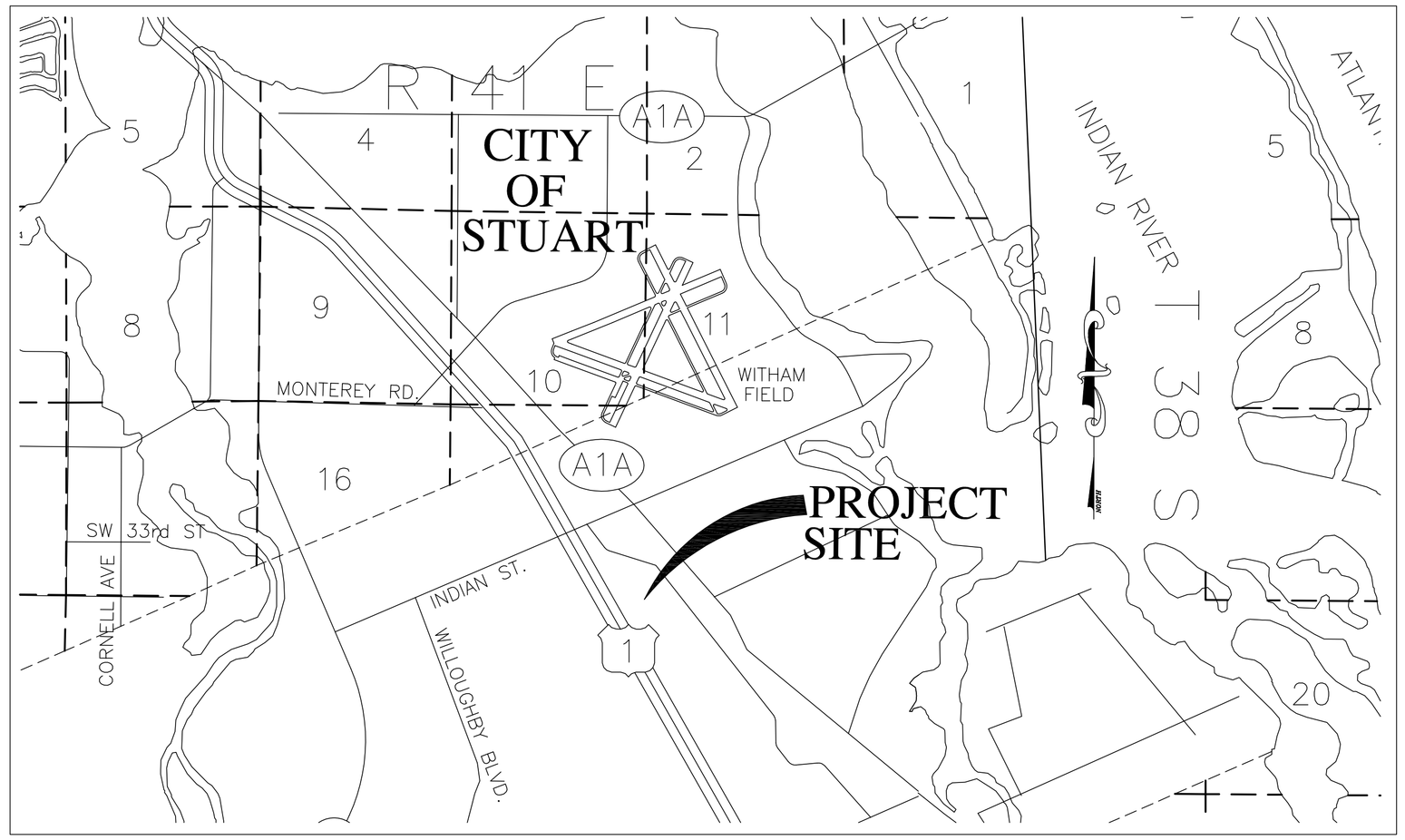
CLERK'S RECORDING CERTIFICATE

I, CAROLYN TIMMAN, CLERK OF THE CIRCUIT COURT OF MARTIN COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN PLAT BOOK _____, PAGE _____, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS THIS _____ DAY OF _____, 2024

CAROLYN TIMMAN CLERK OF THE CIRCUIT COURT, MARTIN COUNTY, FLORIDA.

FILE NUMBER:_____

BY:_____
DEPUTY CLERK



LOCATION MAP - NOT TO SCALE

LEGEND:

SQ. FT	SQUARE FEET
AC	ACRES
PRM	PERMANENT REFERENCE MONUMENT
○	SET 1-1/2" x 1/4" METAL MAG NAIL & 1-1/4" BRASS DISK "FENEX PCP 5102" PERMANENT CONTROL POINT
■	SET 4"x4"x24" CONCRETE MONUMENT & 1-1/4" BRASS DISK "FENEX PRM 5102" PERMANENT REFERENCE MONUMENT
℄	CENTERLINE
MC	MARTIN COUNTY
PBC	PALM BEACH COUNTY
ORB.,PG.	OFFICIAL RECORDS BOOK , PAGE
PB.,PG.	PLAT BOOK, PAGE
D.O.T.	DEPARTMENT OF TRANSPORTATION
U.E., D.E.	UTILITY EASEMENT, DRAINAGE EASEMENT
C/E	COMMON ELEMENT
L/C/E	LIMITED COMMON ELEMENT
N.T.S.	NOT TO SCALE

CERTIFICATE OF OWNERSHIP AND DEDICATION:

OK OF MARTIN COUNTY, LLC A FLORIDA LIMITED LIABILITY COMPANY AND D LAWRENCE PROPERTIES LLC, A FLORIDA LIMITED LIABILITY COMPANY, HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE PROPERTY DESCRIBED ON THE PLAT OF MARKETPLACE AT STUART AND HEREBY DEDICATES AS FOLLOWS:

1. THE AREA SHOWN AS C/E (COMMON ELEMENTS) ON THIS PLAT OF MARKETPLACE AT STUART ARE HEREBY DECLARED TO BE PRIVATE AND ARE THE PROPERTY OF OWNERS OF THE CONDOMINIUM UNIT SHOWN HEREON, AS TENANTS IN COMMON, FOR ACCESS, DRAINAGE AND UTILITY PURPOSES (INCLUDING CATV), AND SHALL BE MAINTAINED, REPAIRED AND REPLACED BY THE MARKETPLACE AT STUART CONDOMINIUM ASSOCIATION, INC., A FLORIDA NOT FOR CORPORATION. AN EASEMENT IN FAVOR OF THE CITY OF STUART, ITS SUCCESSORS AND/OR ASSIGNS FOR ACCESS OF EMERGENCY, UTILITY AND GARBAGE COLLECTION VEHICLES IS HEREBY GRANTED OVER SUCH COMMON AREAS.

2. THE AREAS SHOWN AS L/C/E (LIMITED COMMON ELEMENTS) ON THIS PLAT OF MARKETPLACE AT STUART ARE PRIVATE AND ARE HEREBY DECLARED TO BE THE PROPERTY OF THE CONDOMINIUM UNITS SHOWN HEREON, AS TENANTS IN COMMON, SUBJECT TO THE RIGHT OF THE OWNERS OF THE ADJOINING UNITS TO THE EXCLUSIVE USE OF SUCH AREAS FOR ALL PROPER PURPOSES. SUCH LIMITED COMMON ELEMENTS SHALL BE MAINTAINED, REPAIRED AND REPLACED BY SUCH UNIT OWNERS.

3. THE CONDOMINIUM UNITS SHOWN ON THIS PLAT OF MARKETPLACE AT STUART ARE HEREBY DEDICATED TO THE INDIVIDUAL OWNERS THEREOF AND ARE FURTHER DECLARED TO BE THE PRIVATE PROPERTY OF SUCH OWNERS. THE UNITS HAVE BEEN CONVEYED BY DEED TO THE UNIT OWNERS AND SHALL BE MAINTAINED, REPAIRED AND REPLACED BY SUCH OWNERS.

4. THE CITY OF STUART HAS NO RESPONSIBILITY FOR CONSTRUCTION OR MAINTENANCE OF ANY IMPROVEMENTS WITHIN THIS PLAT.

SIGNED THIS_____DAY OF _____ , 2024, ON BEHALF OF OK OF MARTIN COUNTY LLC, A FLORIDA LIMITED LIABILITY COMPANY, BY ITS MANAGER.

OK OF MARTIN COUNTY, LLC A FLORIDA LIMITED LIABILITY COMPANY

BY: _____ WITNESS: _____
OSIRIS RAMOS, MANAGER

WITNESS: _____

SIGNED THIS_____DAY OF _____ , 2024, ON BEHALF OF D LAWRENCE PROPERTIES LLC, A FLORIDA LIMITED LIABILITY COMPANY, BY ITS AUTHORIZED MEMBER.

D LAWRENCE PROPERTIES LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: _____ WITNESS: _____
DANIEL LAWRENCE, AUTHORIZED MEMBER

WITNESS: _____

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF MARTIN

ACKNOWLEDGED BEFORE ME, BY MEANS OF [ ] PHYSICAL EVIDENCE OR [ ] ONLINE NOTARIZATION, BY OSIRIS RAMOS, AS MANAGER OF OK OF MARTIN COUNTY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY, WHO [ ] IS PERSONALLY KNOWN TO ME OR [ ] HAS PROVEN TO ME ON THE BASIS OF A DRIVER'S LICENSE OR OTHER SATISFACTORY EVIDENCE CONSISTING OF_____, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED IN THE CERTIFICATE OF OWNERSHIP AND DEDICATION, ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAME.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS DAY OF _____,2024

_____
NOTARY PUBLIC
PRINT NAME:_____
MY COMMISSION EXPIRES:_____ (NOTARY STAMP)

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF MARTIN

ACKNOWLEDGED BEFORE ME, BY MEANS OF [ ] PHYSICAL EVIDENCE OR [ ] ONLINE NOTARIZATION, BY DANIEL LAWRENCE, AS AUTHORIZED MEMBER OF D LAWRENCE PROPERTIES LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY, WHO [ ] IS PERSONALLY KNOWN TO ME OR [ ] HAS PROVEN TO ME ON THE BASIS OF A DRIVER'S LICENSE OR OTHER SATISFACTORY EVIDENCE CONSISTING OF_____, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED IN THE CERTIFICATE OF OWNERSHIP AND DEDICATION, ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAME.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS DAY OF _____,2024

NOTARY PUBLIC
PRINT NAME:_____
MY COMMISSION EXPIRES: _____ (NOTARY STAMP)

ACCEPTANCE OF DEDICATIONS:

MARKETPLACE AT STUART CONDOMINIUM ASSOCIATION, INC., A FLORIDA NOT FOR CORPORATION, BY AND THROUGH ITS UNDERSIGNED OFFICER, DOES HEREBY ACCEPT THE AFOREMENTIONED DEDICATIONS.

MARKETPLACE AT STUART CONDOMINIUM ASSOCIATION, INC., A FLORIDA NOT FOR-PROFIT CORPORATION

BY: _____ WITNESS: _____
OSIRIS RAMOS, PRESIDENT

WITNESS:_____

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF MARTIN

ACKNOWLEDGED BEFORE ME, BY MEANS OF [ ] PHYSICAL EVIDENCE OR [ ] ONLINE NOTARIZATION, BY OSIRIS RAMOS, AS PRESIDENT OF STUART CONDOMINIUM ASSOCIATION, INC., A FLORIDA NOT FOR CORPORATION, ON BEHALF OF SAID CORPORATION, WHO [ ] IS PERSONALLY KNOWN TO ME OR [ ] HAS PROVEN TO ME ON THE BASIS OF A DRIVER'S LICENSE OR OTHER SATISFACTORY EVIDENCE CONSISTING OF_____, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED IN THE CERTIFICATE OF OWNERSHIP AND DEDICATION, ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAME.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS DAY OF _____ ,2024

NOTARY PUBLIC
PRINT NAME:_____
MY COMMISSION EXPIRES: _____ (NOTARY STAMP)

DESCRIPTION:

BEING A REPLAT OF A PORTION OF LOT B, THE EXPOSITION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 17, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO.1 AS PER S.R.D. SECTION MAP 89010-2114, SHEET 2 OF 9, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF S.E. MARKET PLACE AS RECORDED IN OFFICIAL RECORDS BOOK 402, PAGE 763, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 66°24'32" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF S.E. MARKET PLACE, A DISTANCE OF 470.88 FEET TO A POINT ON THE EASTERLY LINE OF LOT 215, PORT SEWALL REVISED MAP, AS RECORDED IN PLAT BOOK 3, PAGE 7, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, PUBLIC RECORDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 66°24'32" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF S.E. MARKET PLACE, A DISTANCE OF 290.01 FEET TO THE NORTHEAST CORNER OF SAID LOT B, THE EXPOSITION; THENCE SOUTH 23°35'28" EAST ALONG THE EASTERLY LINE OF SAID LOT B, A DISTANCE OF 737.23 FEET TO THE SOUTHEAST CORNER OF SAID LOT B; THENCE SOUTH 66°15'30" WEST ALONG THE SOUTHERLY LINE OF SAID LOT B, A DISTANCE OF 185.56 FEET TO THE SOUTHWEST CORNER OF SAID LOT B; THENCE NORTH 29°24'40" WEST ALONG THE WESTERLY LINE OF SAID LOT B, A DISTANCE OF 489.00 FEET TO THE NORTHWEST CORNER OF LOT A, THE EXPOSITION, AS RECORDED IN PLAT BOOK 9, PAGE 17, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 66°15'30" WEST ALONG THE NORTHERLY LINE OF SAID LOT A, THE EXPOSITION, A DISTANCE OF 54.86 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 215, PORT SEWALL REVISED MAP; THENCE NORTH 23°35'28" WEST ALONG SAID EASTERLY LINE OF SAID LOT 215, A DISTANCE OF 251.38 FEET TO THE POINT OF BEGINNING.

SUBJECT PARCEL CONTAINS 175,152 SQUARE FEET, 4.02 ACRES, MORE OR LESS

CERTIFICATE OF SURVEYOR:

I, CHRISTIAN FENEX, HEREBY CERTIFY THAT THIS PLAT OF MARKETPLACE AT STUART IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT SUCH PLAT WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SUCH PLAT IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED, AS REQUIRED BY LAW; THAT PERMANENT CONTROL POINTS AND LOT CORNERS WILL BE SET FOR THE REQUIRED IMPROVEMENTS WITHIN THE PLATTED LANDS; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND APPLICABLE ORDINANCES OF THE CITY OF STUART, FLORIDA.

_____
CHRISTIAN FENEX
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 5102
LICENSED BUSINESS NO. 6858

PREPARED BY:
CHRISTIAN FENEX & ASSOCIATES
PROFESSIONAL SURVEYING & MAPPING
PO BOX 2533
PALM CITY, FLORIDA 34990
PHONE: (772)283-2977 EMAIL: SURVEYSBYFENEX@GMAIL.COM

APPROVAL BY CITY OF STUART:

THIS PLAT IS HEREBY APPROVED BY THE UNDERSIGNED ON THE DATE OR DATES INDICATED.

_____ DATE _____ CITY MAYOR

_____ DATE _____ CITY CLERK

_____ DATE _____ CITY ATTORNEY

_____ DATE _____ CITY ENGINEER

_____ DATE _____ REVIEWING SURVEYOR, FRANK VELDHUIS, PSM 6582

ATTEST: _____
CLERK OF COURT

TITLE CERTIFICATION:

I, STEVEN G. VITALE, P.A., A MEMBER OF THE FLORIDA BAR, HEREBY CERTIFY THAT AS OF _____, 2024:

1. RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF THE PERSON(S), CORPORATION(S) AND/OR OTHER ENTITY(IES) EXECUTING THE CERTIFICATE OF OWNERSHIP AND DEDICATION HEREON.

2. ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD ENCUMBERING THE LAND DESCRIBED HEREON ARE AS FOLLOWS:

A MORTGAGE EXECUTED BY D LAWRENCE PROPERTIES LLC, A FLORIDA LIMITED LIABILITY COMPANY IN FAVOR OF TD BANK, N.A., A NATIONAL BANKING ASSOCIATION DATED THE 23RD DAY OF JANUARY, 2019, AND RECORDED IN THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, IN OFFICIAL RECORD BOOK 3037, PAGE 2224 AND A MORTGAGE EXECUTED BY OK OF MARTIN COUNTY, LLC A FLORIDA LIMITED LIABILITY COMPANY IN FAVOR OF TD BANK, N.A., A NATIONAL BANKING ASSOCIATION DATED THE 23RD DAY OF JANUARY, 2019, AND RECORDED IN THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, IN OFFICIAL RECORDS BOOK 3037, PAGE 2179.

3. ALL TAXES THAT ARE DUE AND PAYABLE PURSUANT TO SECTION 197.192, F.S., HAVE BEEN PAID.

DATED THIS _____DAY OF _____ , 2024.

BY:_____

GENERAL NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

2. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM AS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. BEARING BASE MAY BE ESTABLISHED ALONG THE EAST LINE OF LOT B, THE EXPOSITION.

MARKETPLACE AT STUART

IN THE HANSON GRANT, CITY OF STUART,
MARTIN COUNTY, FLORIDA

BEING A REPLAT OF A PORTION OF LOT B, THE EXPOSITION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 17, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL CONTROL NUMBER

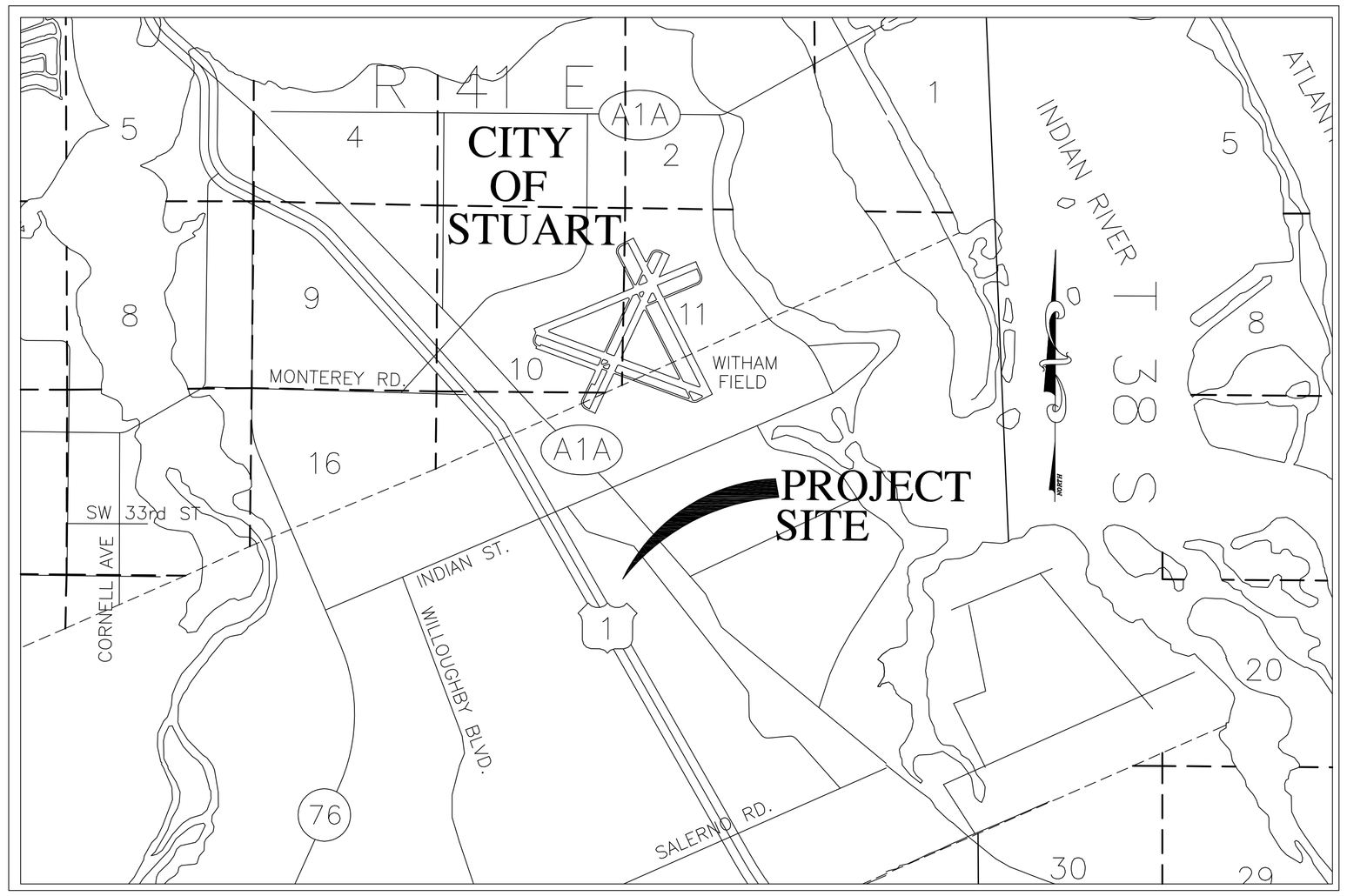
CLERK'S RECORDING CERTIFICATE

I, CAROLYN TIMMAN, CLERK OF THE CIRCUIT COURT OF MARTIN COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN PLAT BOOK _____, PAGE _____, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS THIS _____ DAY OF _____, 2024

CAROLYN TIMMAN CLERK OF THE CIRCUIT COURT, MARTIN COUNTY, FLORIDA.

FILE NUMBER:_____

BY:_____
DEPUTY CLERK



LOCATION MAP - NOT TO SCALE

MORTGAGEE'S CONSENT:

STATE OF
COUNTY OF

TD BANK, N.A., A NATIONAL BANKING ASSOCIATION, CERTIFIES THAT IT IS THE HOLDER OF THAT CERTAIN MORTGAGE, LIEN OR ENCUMBRANCE ON THE LAND (UNIT 2 AND UNIT 3) DESCRIBED HEREON, DATED JANUARY 23, 2019, RECORDED IN OFFICIAL RECORDS BOOK 3037, PAGE 2179, AND DOES HEREBY CONSENT TO THE DEDICATIONS HEREON AND DOES SUBORDINATE ITS MORTGAGE, LIEN OR ENCUMBRANCE TO SUCH DEDICATIONS.

SIGNED AND SEALED THIS_____ DAY OF _____, 2024, ON BEHALF OF SAID CORPORATION BY ITS PRESIDENT AND ATTESTED TO BY ITS SECRETARY.

TD BANK, N.A., A NATIONAL BANKING ASSOCIATION

BY: _____ , PRESIDENT _____

BY: _____ , SECRETARY _____

ACKNOWLEDGMENT:

STATE OF
COUNTY OF

ACKNOWLEDGED BEFORE ME, BY MEANS OF [ ] PHYSICAL EVIDENCE OR [ ] ONLINE NOTARIZATION, APPEARED_____ AND _____ , AS PRESIDENT AND SECRETARY, OF TD BANK, N.A., A NATIONAL BANKING ASSOCIATION, WHO [ ] ARE PERSONALLY KNOWN TO ME OR [ ] HAS PROVEN TO ME ON THE BASIS OF A DRIVER'S LICENSE OR OTHER SATISFACTORY EVIDENCE CONSISTING OF_____, AND ACKNOWLEDGE THAT THEY EXECUTED SUCH MORTGAGEE'S CONSENT AS SUCH OFFICERS OF SAID CORPORATION AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT IT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS_____DAY OF _____,2024

NOTARY PUBLIC
PRINT NAME:_____
MY COMMISSION EXPIRES: _____ (NOTARY STAMP)

MORTGAGEE'S CONSENT:

STATE OF FLORIDA
COUNTY OF MARTIN

TD BANK, N.A., A NATIONAL BANKING ASSOCIATION, CERTIFIES THAT IT IS THE HOLDER OF THAT CERTAIN MORTGAGE, LIEN OR ENCUMBRANCE ON THE LAND (UNIT 1) DESCRIBED HEREON, DATED JANUARY 23, 2019, RECORDED IN OFFICIAL RECORDS BOOK 3037, PAGE 2224 AND DOES HEREBY CONSENT TO THE DEDICATIONS HEREON AND DOES SUBORDINATE ITS MORTGAGE, LIEN OR ENCUMBRANCE TO SUCH DEDICATIONS.

SIGNED AND SEALED THIS_____ DAY OF _____, 2024, ON BEHALF OF SAID CORPORATION BY ITS PRESIDENT AND ATTESTED TO BY ITS SECRETARY.

TD BANK, NA, A NATIONAL BANKING ASSOCIATION

BY: _____ , PRESIDENT _____

BY: _____ , SECRETARY _____

ACKNOWLEDGMENT:

STATE OF
COUNTY OF

ACKNOWLEDGED BEFORE ME, BY MEANS OF [ ] PHYSICAL EVIDENCE OR [ ] ONLINE NOTARIZATION, APPEARED_____ AND _____ , AS PRESIDENT AND SECRETARY, OF TD BANK, N.A., A NATIONAL BANKING ASSOCIATION, WHO [ ] ARE PERSONALLY KNOWN TO ME OR [ ] HAS PROVEN TO ME ON THE BASIS OF A DRIVER'S LICENSE OR OTHER SATISFACTORY EVIDENCE CONSISTING OF_____, AND ACKNOWLEDGE THAT THEY EXECUTED SUCH MORTGAGEE'S CONSENT AS SUCH OFFICERS OF SAID CORPORATION AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT IT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS_____DAY OF _____,2024

NOTARY PUBLIC
PRINT NAME:_____
MY COMMISSION EXPIRES: _____ (NOTARY STAMP)

LEGEND:

SQ FT	SQUARE FEET
AC	ACRES
PRM	PERMANENT REFERENCE MONUMENT
o	SET 1-1/2" x 1/4" METAL MAG NAIL & 1-1/4" BRASS DISK "FENEX PCP 5102" PERMANENT CONTROL POINT
▪	SET 4"x4"x24" CONCRETE MONUMENT & 1-1/4" BRASS DISK "FENEX PRM 5102" PERMANENT REFERENCE MONUMENT
℄	CENTERLINE
MC	MARTIN COUNTY
PBC	PALM BEACH COUNTY
ORB.,PG.	OFFICIAL RECORDS BOOK , PAGE
PB.,PG.	PLAT BOOK, PAGE
D.O.T.	DEPARTMENT OF TRANSPORTATION
U.E., D.E.	UTILITY EASEMENT, DRAINAGE EASEMENT
C/E	COMMON ELEMENT
L/C/E	LIMITED COMMON ELEMENT
N.T.S.	NOT TO SCALE

GENERAL NOTES:

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PREPARED BY:
CHRISTIAN FENEX & ASSOCIATES
PROFESSIONAL SURVEYING & MAPPING
PO BOX 2533
PALM CITY, FLORIDA 34990
PHONE: (772)283-2977 EMAIL: SURVEYSBYFENEX@GMAIL.COM

PARCEL CONTROL NUMBER

MARKET PLACE AT STUART

IN THE HANSON GRANT, CITY OF STUART,
MARTIN COUNTY, FLORIDA

BEING A REPLAT OF A PORTION OF LOT B, THE EXPOSITION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 17, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

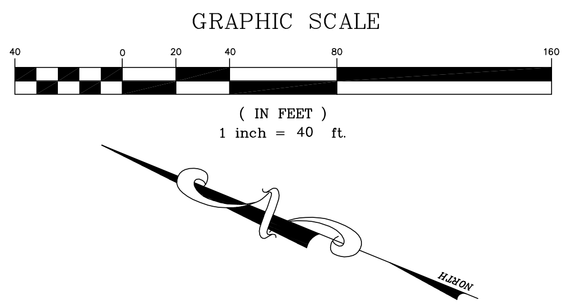
CLERK'S RECORDING CERTIFICATE

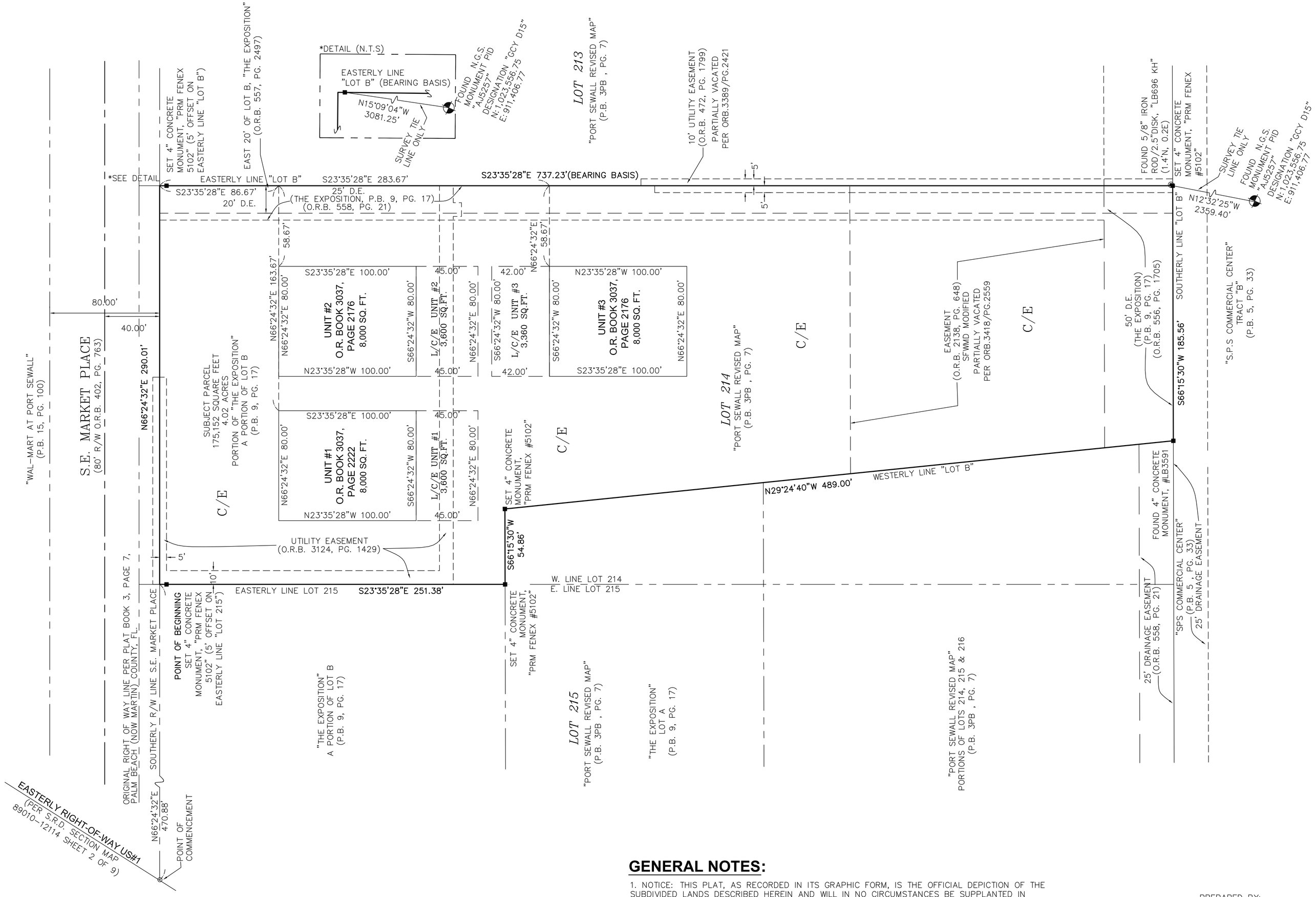
I, MARSHA EWING, CLERK OF THE CIRCUIT COURT OF MARTIN COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN PLAT BOOK _____, PAGE _____, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS THIS _____ DAY OF _____, 2024

MARSHA EWING CLERK OF THE CIRCUIT COURT, MARTIN COUNTY, FLORIDA.

FILE NUMBER:_____

BY:_____
DEPUTY CLERK





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PROFESSIONAL SURVEYING & MAPPING
PO BOX 2533
PALM CITY, FLORIDA 34990
PHONE: (772)283-2977 EMAIL: SURVEYSBYFENEX@GMAIL.COM

MAP OF BOUNDARY
(SEE SHEET FOUR OF FOUR FOR EASEMENT DETAILS)

LEGEND:

SQ FT	SQUARE FEET
AC	ACRES
PRM	PERMANENT REFERENCE MONUMENT
○	SET 1-1/2" x 1/4" METAL MAG NAIL & 1-1/4" BRASS DISK "FENEX PCP 5102" PERMANENT CONTROL POINT
■	SET 4"x4"x24" CONCRETE MONUMENT & 1-1/4" BRASS DISK "FENEX PRM 5102" PERMANENT REFERENCE MONUMENT
℄	CENTERLINE
MC	MARTIN COUNTY
PBC	PALM BEACH COUNTY
ORB.,PG.	OFFICIAL RECORDS BOOK , PAGE
PB.,PG.	PLAT BOOK, PAGE
D.O.T.	DEPARTMENT OF TRANSPORTATION
U.E., D.E.	UTILITY EASEMENT, DRAINAGE EASEMENT
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N.T.S.	NOT TO SCALE

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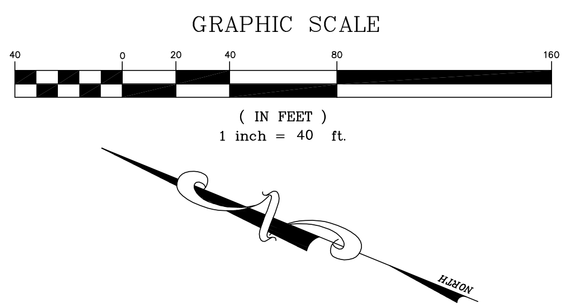
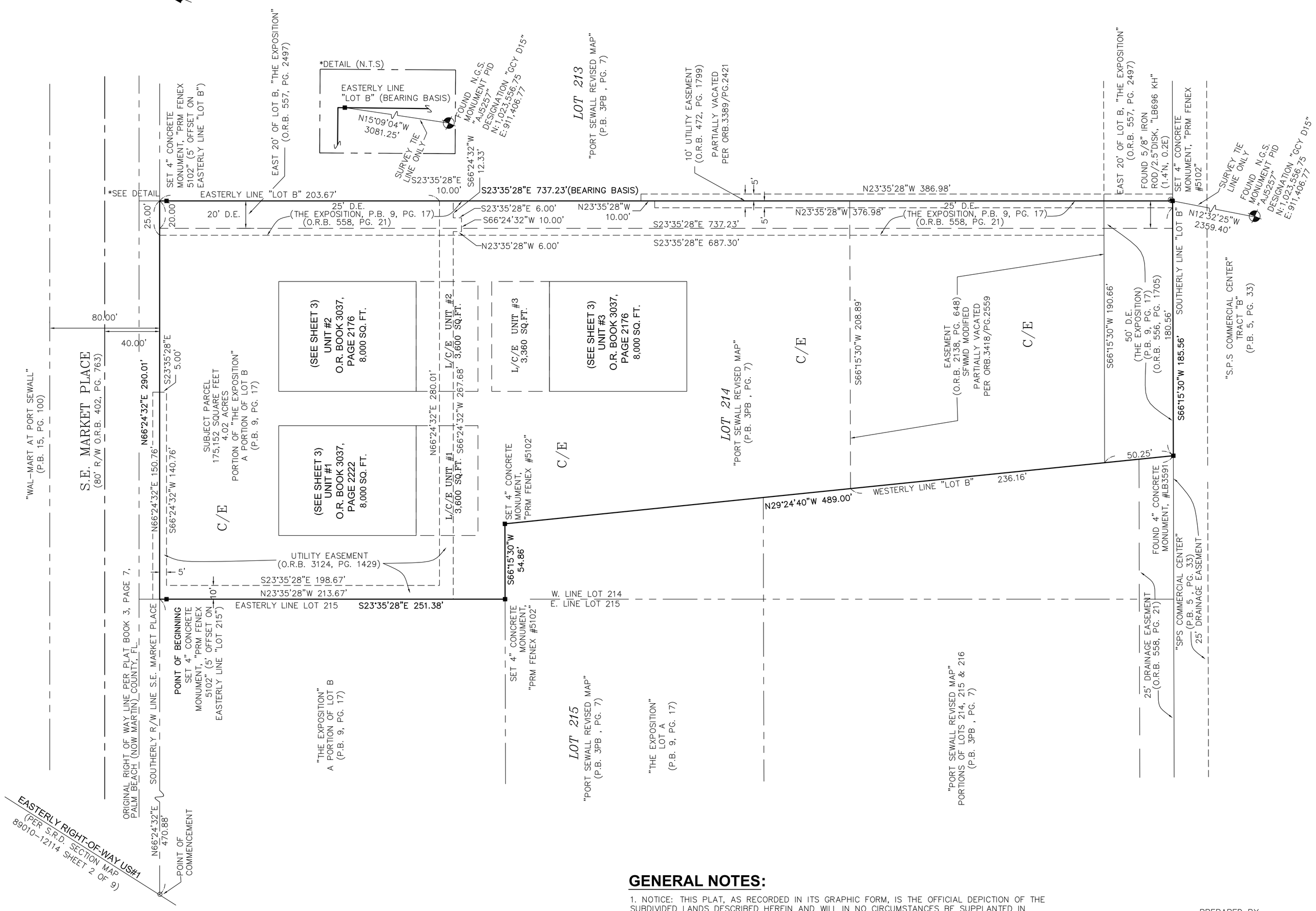
MARSHA EWING CLERK OF THE CIRCUIT COURT, MARTIN COUNTY, FLORIDA.

FILE NUMBER:_____

BY:_____
DEPUTY CLERK





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PREPARED BY:
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PALM CITY, FLORIDA 34990
PHONE: (772)283-2977 EMAIL: SURVEYSBYFENEX@GMAIL.COM

EASEMENT TIES
(SEE SHEET THREE OF FOUR FOR MAP OF BOUNDARY)

LEGEND:

SQ FT	SQUARE FEET
AC	ACRES
PRM	PERMANENT REFERENCE MONUMENT
○	SET 1-1/2" x 1/4" METAL MAG NAIL & 1-1/4" BRASS DISK "FENEX PCP 5102" PERMANENT CONTROL POINT
■	SET 4"x4"x24" CONCRETE MONUMENT & 1-1/4" BRASS DISK "FENEX PRM 5102" PERMANENT REFERENCE MONUMENT
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N.T.S.	NOT TO SCALE

CHRISTIAN FENEX AND ASSOCIATES, L.L.C.
PROFESSIONAL SURVEYING AND MAPPING
P.O. BOX 2533, PALM CITY, FL 34991
PHONE:(772)283-2977
surveysbyfenex@gmail.com

March 12, 2024
RE: Lakeside Marketplace Plat Review and PRM Inspection- Review #1

Frank Veldhuis
Northstar Geomatics, Inc.
Christian Fenex and Associates, L.L.C. has prepared the following written response required prior to second plat review, addressing comments from the December 4th 2023 review

"1. Graphically show bearing reference to a well established and monumented line. 177.091(6)"
Addressed on revised preliminary plat; Bearing reference is east property line.
"2. Add line in City approval for Reviewing Surveyor. Frank Veldhuis, PSM 6582.177.081(1)"
Addressed on revised preliminary plat
"3. Remove measured vs. deed from plat. 177.091(14)"
Addressed on revised preliminary plat
"4. Bearing and distances on all easements, use black lines. 177.091(16)"
Addressed on revised preliminary plat; Added supplementary easement sheet (4 of 4)
"5. Provide a Title Opinion and title document as shown on boundary survey. 177.091(16)"
Title search report, furnished by attorney, attached to this response
"6. Utility easement ORB 472 PG 1799 does not show the same on survey vs. plat. If part of this easement is being vacated, provide documentation."
Addressed on revised preliminary plat; Added partial vacation recording information
"7. Easement ORB 2139 PG 648 plat and survey size do not match. If part of this easement is being vacated, provide documentation. Which is correct? Please update."
Addressed on revised preliminary plat; Added partial vacation recording information
"8. Add recording information plat book, page for parcel to the south. 177.091(17)"
Addressed on revised preliminary plat
"9. Bearing and distances on all easement lines. 177.091(21)"
Addressed on revised preliminary plat; Sufficient labeling to reflect direction of subject lines are shown.
"10. Schedule PRM inspection directly with NorthStar Geomatics, Inc. at info@nsgeo.com. Please provide 5 business days in advance with at least 3 different times available to meet at project site."
Completed

Christian Fenex and Associates, L.L.C.
Dated: 03/12/2024_____

TITLE SEARCH REPORT

Fund File Number: 1432945 A2

The information contained in this title search is being furnished by Attorneys' Title Fund Services, LLC. If this report is to be used by a title insurance agent for evaluation and determination of insurability by the agent prior to the issuance of title insurance, then the agent shall have liability for such work.

Provided For: Steven G. Vitale, P.A. ***Agent's File Reference:*** Ted Glasrud Assoc

After an examination of this search the Agent must:

A. Evaluate all instruments, plats and documents contained in the report.

B. Include in the Commitment under Schedule B, any additional requirements and/or exceptions you find necessary from your analysis of the surveys, prior title evidence or other relevant information from the transaction.

C. Verify the status of corporations and limited partnerships and other business entities with the appropriate governmental agency or other authority.

D. Determine whether the property has legal access.

E. Determine if any unpaid municipal taxes or assessments exist, which are not recorded in the Official Records Books of the county.

F. Determine whether any portion of the property is submerged or artificially filled, if the property borders a body of water, and if riparian or littoral rights exist.

G. The information provided herein does not include a search of federal liens and judgment liens filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:

(a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and

(b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)

Prepared Date: March 5, 2024 ***Attorneys' Title Fund Services, LLC***

Prepared by: Nancy Ball, Senior Examiner
Phone Number: (800) 344-6645 x6506
Email Address: NBall@TheFund.com

Amended by: NBall

TITLE SEARCH REPORT

Fund File Number: 1432945

Effective Date of approved base title information: May 15, 2017

Effective Date of Search: February 21, 2024 at 11:00 PM

Apparent Title Vested in:

Ok of Martin County, LLC, a Florida limited liability company; D Lawrence Properties LLC;

Description of real property to be insured/foreclosed situated in Martin County, Florida.

See Exhibit A

Muniments of Title, including bankruptcy, foreclosure, quiet title, probate, guardianship and incompetency proceedings, if any, recorded in the Official Records Books of the county:

1. Special Warranty Deed from Industrial Development Corp to Ted Glasrud Associates FL, LLC, recorded May 15, 2017 in O.R. Book 2925, Page 1852, Corrective Warranty Deed recorded in O.R. Book 3031, Page 2169, Public Records of Martin County, Florida.
2. Warranty Deed from Ted Glasrud Associates FL, LLC to OK of Martin County, LLC, recorded January 23, 2019 in O.R. Book 3037, Page 2176, Public Records of Martin County, Florida. (Unit No. 2 and Unit 3)
3. Warranty Deed from Ted Glasrud Associates FL, LLC to D Lawrence Properties LLC, recorded January 23, 2019 in O.R. Book 3037, Page 2222, Public Records of Martin County, Florida. (Unit 1)

Mortgages, Assignments and Modifications:

1. Mortgage to TD Bank, N.A., mortgagee(s), recorded in O.R. Book 3037, Page 2179, Public Records of Martin County, Florida. (Units 2 and 3)
2. Assignment of Rents, Leases and Profits recorded in O.R. Book 3037, Page 2200, Public Records of Martin County, Florida. (Units 2 and 3)
3. UCC/Financing Statement recorded in O.R. Book 3037, Page 2206, Public Records of Martin County, Florida. (Units 2 and 3)
4. Mortgage to TD Bank, N.A., mortgagee(s), recorded in O.R. Book 3037, Page 2224, Public Records of Martin County, Florida. (Unit 1)
5. Assignment of Rents, Leases and Profits recorded in O.R. Book 3037, Page 2245, Public Records of Martin County, Florida. (Unit 1)

Other Property Liens:

1. INTENTIONALLY DELETED.
2. INTENTIONALLY DELETED.

TITLE SEARCH REPORT

Fund File Number: 1432945

3. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded May 8, 2023, under O.R. Book 3373, Page 1305, Public Records of Martin County, Florida. (Unit 2)

Restrictions/Easements:

1. Rights of the lessees under unrecorded leases.
2. Assignment and Assumption of Developer Rights recorded in O.R. Book 3037, Page 2269, Public Records of Martin County, Florida.
3. Declaration of Condominium of Marketplace at Stuart, and all exhibits attached thereto and recorded January 17, 2019, in O.R. Book 3037, Page 405, together with amendments thereto, Public Records of Martin County, Florida (hereinafter "Declaration"). Such Declaration may establish and provide without limitation for easements, liens, charges, assessments, an option to purchase, a right of first refusal, and/or the prior approval of a future purchaser or occupant.
4. Underground Easement (Business) recorded in O.R. Book 3124, Page 1429, Public Records of Martin County, Florida.
5. Recorded Notice of Environmental Resource Permit recorded in O.R. Book 3180, Page 64, Public Records of Martin County, Florida.
6. Water and Wastewater Service Agreement recorded in O.R. Book 3360, Page 1437, Public Records of Martin County, Florida.
7. CPUD recorded in O.R. Book 2183, Page 2410; O.R. Book 2191, Page 2222; O.R. Book 2314, Page 2421; O.R. Book 3159, Page 1185, Public Records of Martin County, Florida.
8. Easement Maintenance Agreement recorded in O.R. Book 631, Page 1635, Public Records of Martin County, Florida.
9. INTENTIONALLY DELETED.
10. Covenants, conditions, and restrictions recorded in O.R. Book 450, Page 945; O.R. Book 624, Page 1191; O.R. Book 665, Page 397; O.R. Book 1106, Page 1383, Public Records of Martin County, Florida.
11. Easement set forth in deed recorded in O.R. Book 463, Page 482, as affected by O. R. Book 558, Page 16, Public Records of Martin County, Florida.
12. All matters contained on the Plat of Port Sewall, as recorded in Plat Book 3, Page 7, Public Records of Palm Beach (now Martin) County, Florida.
13. All matters contained on the Plat of The Exposition, as recorded in Plat Book 9, Page 17, Public Records of Martin County, Florida.
14. Easement Deed recorded in O.R. Book 558, Page 21, Public Records of Martin County, Florida.
15. REVISED: Easement Deed recorded in O.R. Book 557, Page 2497; O.R. Book 795, Page 1479; O.R. Book 796, Page 2355, as affected by O.R. Book 2138, Page 648, and further affected by Partial Release of Easement recorded in O.R. Book 3418, Page 2559, Public Records of Martin County, Florida.

TITLE SEARCH REPORT

Fund File Number: 1432945

16. Easement Deed recorded in O.R. Book 556, Page 1705, Public Records of Martin County, Florida.
17. INTENTIONALLY DELETED.

Other Encumbrances:

1. Subject to the interest of Marketplace at Stuart Condominium Association, Inc. as set forth in Declaration of Condominium recorded in O.R. Book 3037, Page 405, Public Records of Martin County, Florida.
2. INTENTIONALLY DELETED.

REAL PROPERTY TAX INFORMATION ATTACHED

Proposed Insured:

A 20-year name search was not performed on the proposed insured. It is the agent's responsibility to obtain a name search if a loan policy to be issued based on this product is other than a 100% purchase money mortgage.

STANDARD EXCEPTIONS

Unless satisfactory evidence is presented to the agent eliminating the need for standard exceptions, the following should be made a part of any commitment or policy.

1. ***General or special taxes and assessments required to be paid in the year 2024 and subsequent years.***
2. ***Rights or claims of parties in possession not shown by the public records.***
3. ***Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.***
4. ***Easements or claims of easements not shown by the public records.***
5. ***Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.***
6. ***Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.***

TITLE SEARCH REPORT

Fund File Number: 1432945

7. ***Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:***

   (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and

   (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)

8. ***Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.***

The report does not cover bankruptcies or other matters filed in the Federal District Courts of Florida.

In foreclosure proceedings, title should be examined between the effective date of this report and the recording of the lis pendens to assure that all necessary and proper parties are joined. Consideration should be given to joining as defendants any persons in possession, other than the record owner, and any parties, other than those named herein, known to the plaintiff or the plaintiff's attorney and having or claiming an interest in the property.

Prior to issuance of any policy of title insurance underwritten by Old Republic National Title Insurance Company, the agent must obtain and evaluate a title search for the period between the effective date of this Title Search Report and the recording date(s) of the instrument(s) on which the policy is based.

If this product is not used for the purpose of issuing a policy, then the maximum liability for incorrect information is $1,000.

Note: The Agent is responsible for obtaining underwriting approval on any commitment prepared from this product in the amount of $1,000,000.00 or more.

TITLE SEARCH REPORT
Exhibit A

Fund File Number: 1432945

BEING A REPLAT OF A PORTION OF LOT B, THE EXPOSITION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 17, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO.1 AS PER S.R.D. SECTION MAP 89010-2114, SHEET 2 OF 9, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF S.E. MARKET PLACE AS RECORDED IN OFFICIAL RECORDS BOOK 402, PAGE 763, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 66°24'32" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF S.E. MARKET PLACE, A DISTANCE OF 470.88 FEET TO A POINT ON THE EASTERLY LINE OF LOT 215, PORT SEWALL REVISED MAP, AS RECORDED IN PLAT BOOK 3, PAGE 7, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, PUBLIC RECORDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 66°24'32" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF S.E. MARKET PLACE, A DISTANCE OF 290.01 FEET TO THE NORTHEAST CORNER OF SAID LOT B, THE EXPOSITION; THENCE SOUTH 23°35'28" EAST ALONG THE EASTERLY LINE OF SAID LOT B, A DISTANCE OF 737.23 FEET TO THE SOUTHEAST CORNER OF SAID LOT B; THENCE SOUTH 66°15'30" WEST ALONG THE SOUTHERLY LINE OF SAID LOT B, A DISTANCE OF 185.56 FEET TO THE SOUTHWEST CORNER OF SAID LOT B; THENCE NORTH 29°24'40" WEST ALONG THE WESTERLY LINE OF SAID LOT B, A DISTANCE OF 489.00 FEET TO THE NORTHWEST CORNER OF LOT A, THE EXPOSITION, AS RECORDED IN PLAT BOOK 9, PAGE 17, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 66°15'30" WEST ALONG THE NORTHERLY LINE OF SAID LOT A, THE EXPOSITION, A DISTANCE OF 54.86 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 215, PORT SEWALL REVISED MAP; THENCE NORTH 23°35'28" WEST ALONG SAID EASTERLY LINE OF SAID LOT 215, A DISTANCE OF 251.38 FEET TO THE POINT OF BEGINNING.

Note: Said land now submitted to condominium and described as follows:
ALL of Marketplace at Stuart, a Condominium, according to The Declaration of Condominium recorded in O.R. Book 3037, Page 405, and all exhibits and amendments thereof, Public Records of Martin County, Florida.

Inst. # 3029444
Bk: 3389 Pg: 2421 Pages: 1 of 4
Recorded on:8/3/2023 12:48 PM Doc: PR
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: $35.50

This instrument was prepared by:
Peany Schwahl
Florida Power & Light Company
425 N. Williamson Blvd.
Daytona Beach, Florida 32114

Return to: Sebastien Daub – TCA/SR1
Florida Power & Light Company
4406 S.W. Cargo Way
Palm City, Florida 34990

Sec 38 TWP 38S RGE 41E
Parcel ID:
(maintained by County Appraiser)

PARTIAL RELEASE OF EASEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, the owner and holder of an Easement dated June 6, 1979 and recorded in Official Record Book 472, Page 1799 of the Public Records of Palm Beach (now Martin) County, Florida, for and in consideration of certain benefits accruing to it, does hereby release so much of said Easement as lies within the following described property:

See Exhibit "A" attached hereto and made a part hereof;

and hereby agrees that from and after the date hereof the herein described property shall be freed of said Easement and the rights and privileges granted therein. This release applies only to the property specifically described herein and in no way affects other lands, if any, covered by said Easement.

IN WITNESS WHEREOF, the said FLORIDA POWER & LIGHT COMPANY has caused this Partial Release of Easement to be signed in its name by its proper officers and its corporate seal to be affixed, this 1st day of August, 2023.

Signed, sealed and delivered
in the presence of:

Signature:
Sara S. Sibson
Name (Print)

Signature:
Ann Meier
Name (Print)

FLORIDA POWER & LIGHT COMPANY

By: Samantha J. Saucier
Its: Project Director, Real Estate
Print Name: Samantha J. Saucier

(Acknowledgment continued on next page.)

Form 3752 Rev. 8/9/94

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 1 day of August, 2023, by Samantha J. Saucier, as Project Director, Real Estate of Florida Power & Light Company, a Florida corporation, on behalf of the corporation.

(Notarial Seal)

ANN MEIER
MY COMMISSION EXPIRES 06-11-2027
NOTARY PUBLIC
COMM. # HH 408896
STATE OF FLORIDA

Notary: Ann Meier
Print Name: Ann Meier
Notary Public, State of Florida
My commission expires: 6-11-2027

☑ Personally Known OR ☐ Produced Identification
Type of Identification Produced_____

CCC/DGE
3752#Par.Rel (4C)

Form 3752 Rev. 8/9/94

SKETCH & DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

EXIBIT "A"

RELEASE OF EASEMENT DESCRIPTION

LEGAL DESCRIPTION:

BEING A RELEASE OF 10 FOOT WIDE UTILITY EASEMENT LYING IN A PORTION OF LOT B, THE EXPOSITION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 17, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, ALSO LYING IN LOT 214, SEWALL'S POINT LAND COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 7, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA;

PORTION OF EASEMENT TO BE RELEASED, THE CENTERLINE OF 10 FOOT WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 214, PORT SEWALL'S LAND COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 7, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT B, THE EXPOSITION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 17, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID POINT ALSO BEING THE CENTERLINE OF 10 FOOT WIDE UTILITY EASEMENT AS RECORDED IN O.R. BOOK 472, PAGE 1799, PUBLIC RECORDS IN THE CLERK OF COURTS OF MARTIN COUNTY, FLORIDA;

THENCE N23°15'56"W ALONG THE EAST LINE OF SAID LOT 214, SEWALL'S POINT LAND COMPANY, SAME BEING THE EAST LINE OF SAID LOT B, THE EXPOSITION, A DISTANCE OF 381.98 FEET TO THE POINT OF BEGINNING OF CENTERLINE OF 10 FOOT WIDE UTILITY EASEMENT BEING RELEASED;

THENCE S66°44'04"W TO A POINT ON THE WEST LINE OF LOT B, THE EXPOSITION, A DISTANCE OF 224.54 FEET, SAID POINT BEING THE POINT OF TERMINUS OF RELEASE OF EASEMENT.

SHEET 1 OF 2

CHRISTIAN FENEX CERTIFICATE NO. 5102 STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR

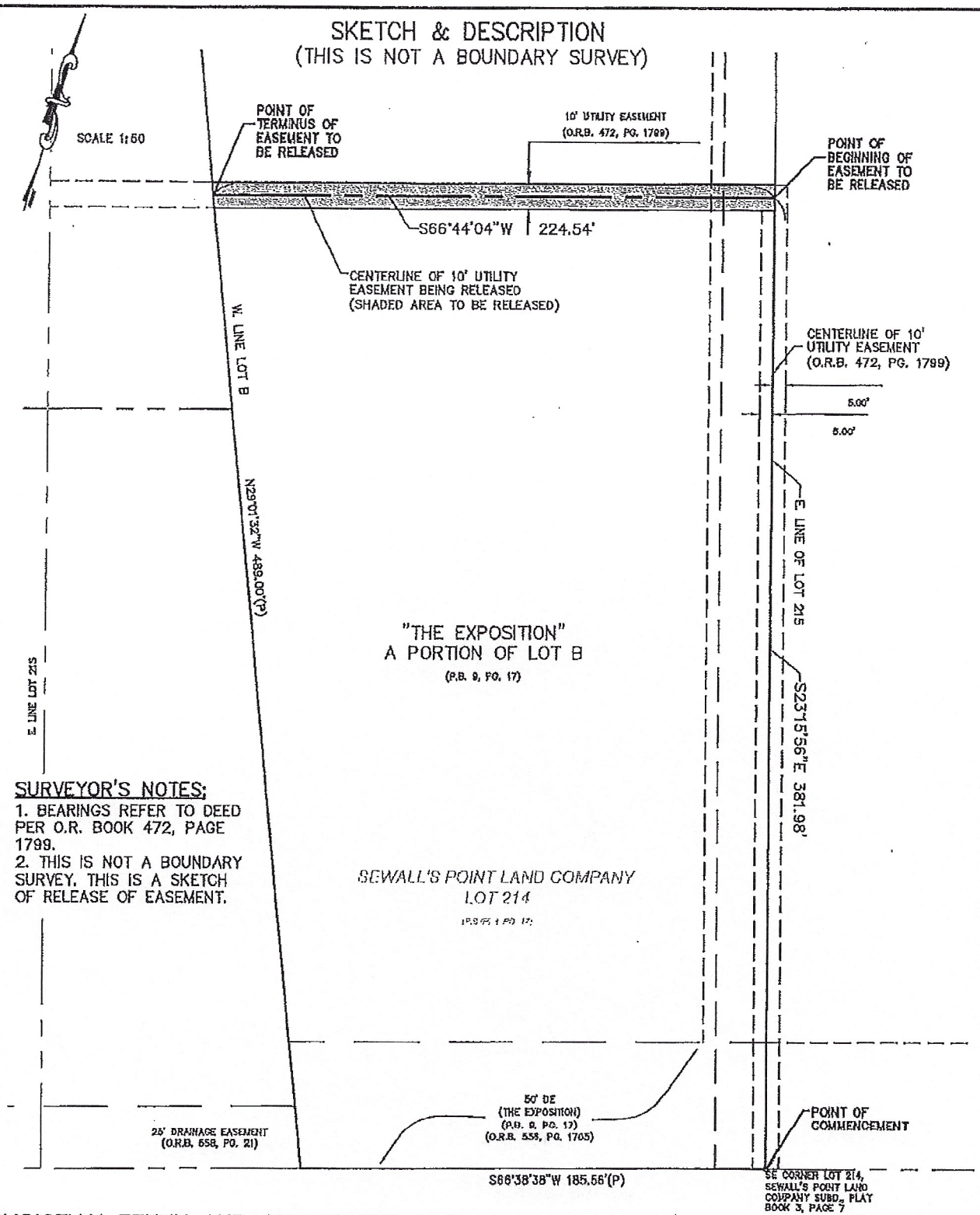
FLORIDA REGISTRATION #5102
CHRISTIAN FENEX

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CHRISTIAN FENEX AND ASSOCIATES, LLC
PROFESSIONAL SURVEYING AND MAPPING
ENVIRONMENTAL CONSULTING
3401 SW 72ND AVE., PALM CITY, FLORIDA
P.O. BOX 2533, PALM CITY, FL 34991
PH.(772)283-2977 EMAIL FENEXC@BELLSOUTH.NET
LICENSED BUSINESS # 6858

DRAWING DATE: 2/2/2020
F.B. FOLDER
SKETCH NO.218086_RELEASE_FPL.dwg

SKETCH & DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)



SURVEYOR'S NOTES:

1. BEARINGS REFER TO DEED PER O.R. BOOK 472, PAGE 1799.
2. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF RELEASE OF EASEMENT.

CHRISTIAN FENEX AND ASSOCIATES, LLC
PROFESSIONAL SURVEYING AND MAPPING
ENVIRONMENTAL CONSULTING
3401 SW 72ND AVE., PALM CITY, FLORIDA
P.O. BOX 2533, PALM CITY, FL 34991
PH.(772)283-2977 EMAIL FENEXC@BELLSOUTH.NET
LICENSED BUSINESS # 6858

SHEET 2 OF 2

DRAWING DATE: 2/2/2020
F.B. FOLDER
SKETCH NO.218086_RELEASE_FPL.dwg

Inst. # 3056537
Bk: 3418 Pg: 2559 Pages: 1 of 3
Recorded on:2/6/2024 1:04 PM Doc: PR
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: $27.00

This instrument was prepared by:
Steven G. Vitale, P.A.
211 S. Colorado Avenue, Suite 2
Stuart, FL 34994

PARTIAL RELEASE OF EASEMENT

STUART BUSINESS PARK OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), whose mailing address is 5640 SE Grouper Avenue, Stuart FL 34997, the owner and holder of certain drainage easements as set forth in that certain Partial Release and Relocation of Easement and Grant of Easement dated February 15, 2006 (the "Drainage Easements") and recorded in Official Record Book 2138, Page 648 of the Public Records of Martin County, Florida, for and in consideration of $10.00 and other good and valuable considerations paid, the receipt and adequacy of which is hereby acknowledged, does hereby release so much of said Drainage Easements as lies within the following described property:

See Exhibit "A" attached hereto and made a part hereof

and hereby agrees that from and after the date hereof the herein described property shall be freed of said Drainage Easements and the rights and privileges granted therein. This release applies only to the property specifically described herein and in no way affects other lands, if any, covered by said Drainage Easements.

IN WITNESS WHEREOF, the said Association has caused this Partial Release of Easement to be signed in its name by its proper officers and its corporate seal to be affixed, this 7th day of February 2024.

Signed, sealed and delivered
in the presence of:

Witness Name: Steven G. Vitale
Witness Address: 211 S. Colorado Ave #2
Stuart FL 34994

Witness Name: Christopher Vitale
Witness Address: 211 S. Colorado Ave #2
Stuart, FL 34994

STUART BUSINESS PARK OWNERS ASSOCIATION, INC. a Florida not-for-profit corporation

By: _____
Osiris Ramos, its President

State of Florida
County of Martin

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 7th day of February, 2024 by Osiris Ramos, as President of Stuart Business Park Owners Association, Inc. a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Signature

Steven G. Vitale
Printed Name

Notary Public State of Florida
Steven G Vitale
My Commission HH 429804
Expires 9/28/2027

DocuSign Envelope ID: A5FCECA9-2C54-4D40-BB27-4ACF03C40D1A

SKETCH & DESCRIPTION

PARTIAL RELEASE OF EASEMENT
(THIS IS NOT A BOUNDARY SURVEY)

LEGAL DESCRIPTION:

BEING A PARTIAL RELEASE OF EASEMENT OF THAT CERTAIN 'POND EASEMENT NO.2' AS RECORDED ON PAGES 667 AND 668 OF O.R. BOOK 2138, PAGE 648 IN THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID RELEASE OF EASEMENT AREA BEING THE NORTH 234 FEET OF THE SOUTH 469 FEET OF LOT B, PLAT OF THE EXPOSITION, AS RECORDED IN PLAT BOOK 9, PAGE 17, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:.

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT B; THENCE NORTH 23°35'28" WEST ALONG THE EAST LINE OF SAID LOT B, A DISTANCE OF 235 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 66°15'30" WEST ALONG A LINE THAT IS 235 NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT B, A DISTANCE OF 209.51 FEET TO A POINT ON THE WEST LINE OF SAID LOT B; THENCE NORTH 29°24'40" WEST ALONG SAID WEST LINE OF LOT B, A DISTANCE OF 235.15 FEET TO A POINT THAT IS 469 FEET NORTH OF THE SOUTH LINE OF SAID LOT B; THENCE NORTH 66 %%15'30" EAST ALONG A LINE THAT IS 469 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT B, A DISTANCE OF 233.35 FEET TO A POINT ON THE EAST LINE OF SAID LOT B; THENCE SOUTH 23°35'28" EAST ALONG SAID EAST LINE OF LOT B, A DISTANCE OF 234.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 51,815 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES REFER TO STATE PLANE, FL EAST ZONE 901 AS REFERENCED ALONG S. RIGHT-OF-WAY OF S.E. MARKET PLACE.
2. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF EASEMENT.
3. PB =PLAT BOOK, PG=PAGE; O.R.B.=O.R. BOOK

DocuSigned by:
5A727C4C27C741F...

CHRISTIAN FENEX AND ASSOCIATES, LLC
PROFESSIONAL SURVEYING AND MAPPING
ENVIRONMENTAL CONSULTING
3401 SW 72ND AVE., PALM CITY, FLORIDA
P.O. BOX 2533, PALM CITY, FL 34991
PH.(772)283-2977 SURVEYSBYFENEX@GMAIL.COM
LICENSED BUSINESS # 6858

DRAWING DATE: 10/3/2023
PROJECT# 218086

FLORIDA REGISTRATION #5102
CHRISTIAN FENEX

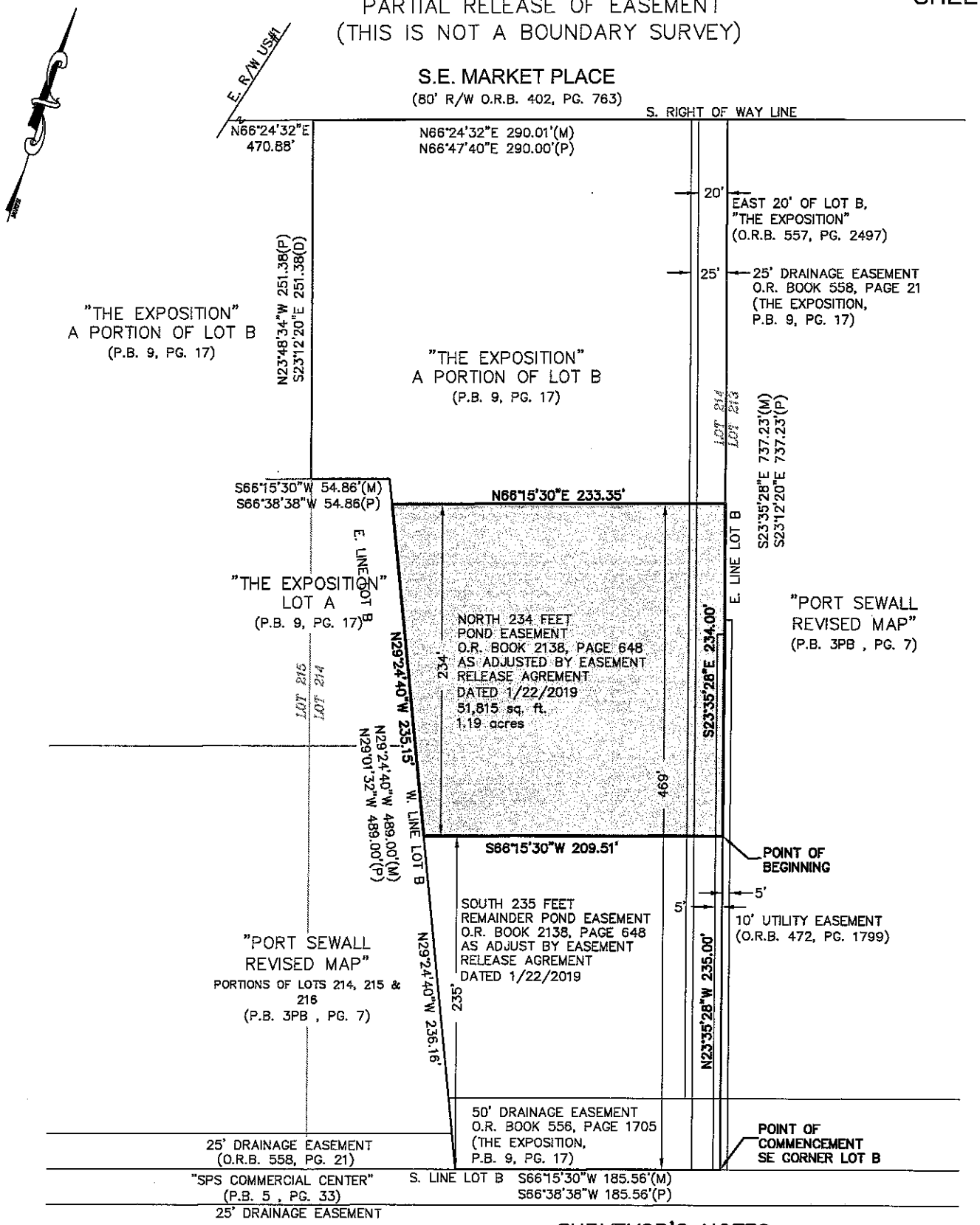
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SKETCH & DESCRIPTION

PARTIAL RELEASE OF EASEMENT

(THIS IS NOT A BOUNDARY SURVEY)

EXHIBIT "A"
SHEET 2 OF 2



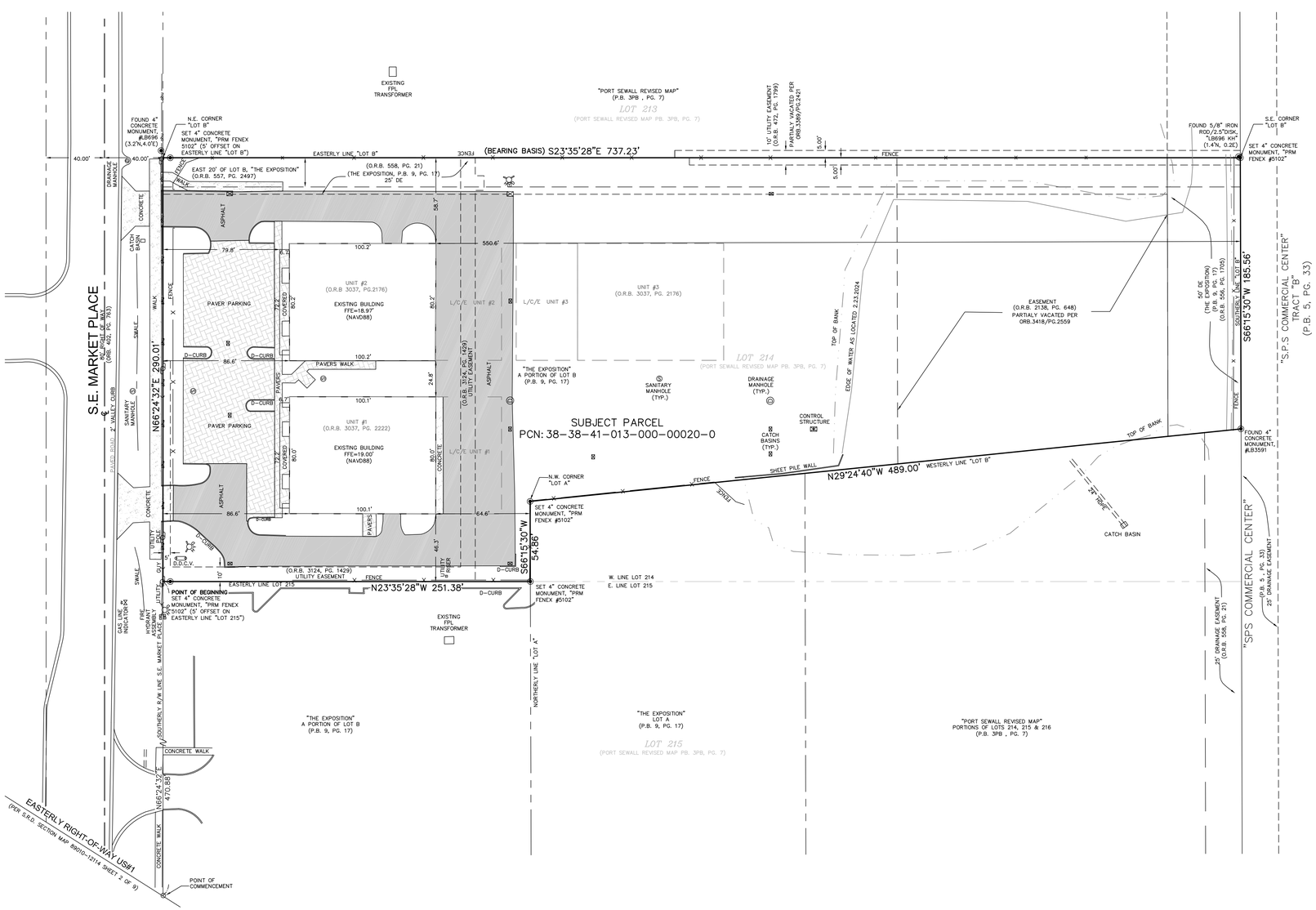
SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES REFER TO STATE PLANE, FL EAST ZONE 901 AS REFERENCED ALONG S. RIGHT-OF-WAY OF S.E. MARKET PLACE.
2. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF EASEMENT.
3. PB =PLAT BOOK, PG=PAGE; O.R.B.=O.R. BOOK

CHRISTIAN FENEX AND ASSOCIATES, LLC
PROFESSIONAL SURVEYING AND MAPPING
ENVIRONMENTAL CONSULTING
3401 SW 72ND AVE., PALM CITY, FLORIDA
P.O. BOX 2533, PALM CITY, FL 34991
PH.(772)283-2977 SURVEYSBYFENEX@GMAIL.COM
LICENSED BUSINESS # 6858

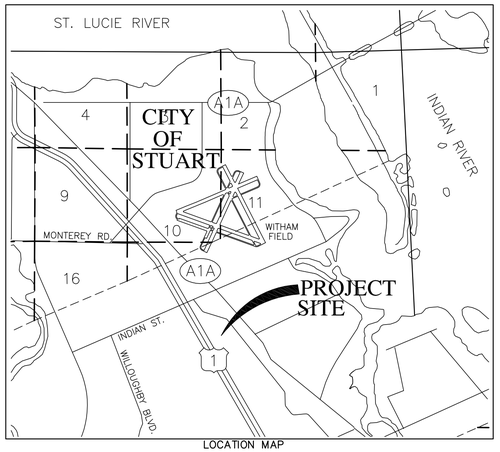
DRAWING DATE: 10/3/2023
PROJECT# 218086

DocuSign Envelope ID: D3E640F3-0589-437E-A5AA-17FB4F414A44



GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.



LOCATION MAP
NOT TO SCALE
(LOCATED IN THE HANSON GRANT)

BOUNDARY SURVEY

LEGAL DESCRIPTION:

BEING A REPLAT OF A PORTION OF LOT B, THE EXPOSITION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 17, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO.1 AS PER S.R.D. SECTION MAP 89010-2114, SHEET 2 OF 9, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF S.E. MARKET PLACE AS RECORDED IN OFFICIAL RECORDS BOOK 402, PAGE 763, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 66°24'32" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF S.E. MARKET PLACE, A DISTANCE OF 470.88 FEET TO A POINT ON THE EASTERLY LINE OF LOT 215, PORT SEWALL REVISED MAP, AS RECORDED IN PLAT BOOK 3, PAGE 7, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, PUBLIC RECORDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 66°24'32" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF S.E. MARKET PLACE, A DISTANCE OF 290.01 FEET TO THE NORTHEAST CORNER OF SAID LOT B, THE EXPOSITION; THENCE SOUTH 23°35'28" EAST ALONG THE EASTERLY LINE OF SAID LOT B, A DISTANCE OF 737.23 FEET TO THE SOUTHEAST CORNER OF SAID LOT B; THENCE SOUTH 66°15'30" WEST ALONG THE SOUTHERLY LINE OF SAID LOT B, A DISTANCE OF 185.56 FEET TO THE SOUTHWEST CORNER OF SAID LOT B; THENCE NORTH 29°24'40" WEST ALONG THE WESTERLY LINE OF SAID LOT B, A DISTANCE OF 489.00 FEET TO THE NORTHWEST CORNER OF LOT A, THE EXPOSITION, AS RECORDED IN PLAT BOOK 9, PAGE 17, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 66°15'30" WEST ALONG THE NORTHERLY LINE OF SAID LOT A, THE EXPOSITION, A DISTANCE OF 54.86 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 215, PORT SEWALL REVISED MAP; THENCE NORTH 23°35'28" WEST ALONG SAID EASTERLY LINE OF SAID LOT 215, A DISTANCE OF 251.38 FEET TO THE POINT OF BEGINNING.

SUBJECT PARCEL CONTAINS 175,152 SQUARE FEET, 4.02 ACRES, MORE OR LESS

PREVIOUS LEGAL DESCRIPTION:

LOT B, THE EXPOSITION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 17, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

LESS AND EXCEPTING FROM LOT B LAND CONVEYED TO EVAN M. BASLOW AND SUSAN R. BASLOW IN OFFICIAL RECORDS BOOK 604, PAGE 819 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOTS 215 AND 216, PLAT OF PORT SEWALL REVISED MAP AS RECORDED IN PLAT BOOK 3, PAGE 7, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING DESCRIBED AS THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO.1 AS PER S.R.D. SECTION MAP 89010-2114, SHEET 2 OF 9, AND THE SOUTH RIGHT-OF-WAY OF S.E. MARKET PLACE AS RECORDED IN OFFICIAL RECORDS BOOK 402, PAGE 763, MARTIN COUNTY PUBLIC RECORDS; THENCE NORTH 66°47'40" EAST ALONG SAID SOUTH RIGHT-OF-WAY OF MARKET PLACE, A DISTANCE OF 470.88 FEET TO A POINT ON THE EAST LINE OF LOT 215; THENCE SOUTH 23°12'20" EAST ALONG THE EAST LINE OF LOT 215 A DISTANCE OF 251.38 FEET TO A POINT; THENCE SOUTH 66°38'38" WEST, A DISTANCE OF 445.14 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF SAID HIGHWAY NO.1; THENCE NORTH 29°01'32" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 253.86 FEET TO THE POINT AND PLACE OF BEGINNING.

SURVEYOR'S NOTES:

1. BEARINGS REFER TO FLORIDA STATE PLANE, NAD83(2011) EAST ZONE 901, REFERENCED TO EAST LINE "LOT B".
2. ALL BEARINGS AND DISTANCES ARE MEASURED UNLESS OTHERWISE STATED.
3. PROPERTY LIES IN FLOOD ZONE X, FEMA MAP 12085C0164H, 02/19/2020.
4. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAYS, EASEMENTS, OR OTHER ENCUMBRANCES BY THIS FIRM.
5. UNDERGROUND UTILITIES NOT LOCATED PER THIS SURVEY.
7. ℄ = CENTERLINE OF ROAD; R/W = RIGHT-OF-WAY.
8. ⊡ = UTILITY BOX; ⊠ = SERVICE METER/VALVE; ⚒ = FIRE HYDRANT
9. = POWER POLE; ←—— = GUY WIRE; --ohu-- OVERHEAD UTILITIES
10. D.D.C.V.= DOUBLE DETECTOR CHECK VALVE
11. L/C/E=LIMITED COMMON ELEMENT

DATUM & ACCURACY NOTES:

1. HORIZONTAL DATA FOR BEARINGS AND COORDINATES REFER TO STATE PLANE NAD83(2011) FL EAST ZONE 901. CONTROL USED IS NGS MONUMENT "GCY D-15" (HELD) AND VERIFIED TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DISTRICT 4, FLORIDA PERMANENT REFERENCE NETWORK (FPRN) STATION "STEW". POINT POSITION IS PLUS OR MINUS 0.02 FEET. GPS AND ROBOTIC TOTAL STATION USED FOR DATA COLLECTION.
2. VERTICAL DATA FOR ELEVATIONS REFER TO NAVD88 (NORTH AMERICAN VERTICAL DATUM 1988). CONTROL USED IS MARTIN COUNTY BENCHMARK "COM-MAR" (HELD) AND VERIFIED TO FDOT DISTRICT 4, FPRN STATION "STEW". POINT POSITION IS PLUS OR MINUS 0.2' SOFT GROUND AND 0.035 FEET HARD GROUND. GPS AND ROBOTIC TOTAL STATION USED FOR DATA COLLECTION.
3. THIS SURVEY IS INTENDED TO MEET OR EXCEED SECOND ORDER CLASS II, 1:20,000 ACCURACY AND CLOSURE SPECIFICATIONS.

CERTIFICATION: I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON IS A CORRECT REPRESENTATION OF A SURVEY DONE UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS OUTLINED IN CHAPTER 5J-17, F.A.C.

BOUNDARY UPDATE: 03/01/2024
DRAWING DATE: 08/08/18
FIELD DATE: 07/27/18; 02/21/2024;
02/27/2024
F.B./PG.: A7/43; A7/49
SKETCH NO. 218086_LOT-B_cld.dwg

CHRISTIAN FENEX AND ASSOCIATES, LLC
PROFESSIONAL SURVEYING AND MAPPING
ENVIRONMENTAL CONSULTING
3401 SW 72ND AVE., PALM CITY, FLORIDA
P.O. BOX 2533, PALM CITY, FL 34991
PH.(772)283-2977 EMAIL FENEXO@BELLSOUTH.NET
LICENSED BUSINESS # 6858
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DocuSigned by:
5A727C4C27C741F...
FLORIDA REGISTRATION #5102
CHRISTIAN FENEX

Inst. # 2838658
Bk: 3159 Pg: 1185 Pages: 1 of 38
Recorded on:9/18/2020 2:28 PM Doc: GOV
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: $324.50

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2445-2020

AN ORDINANCE OF THE CITY OF STUART, FLORIDA AMENDING ORDINANCE NO. 1601-97, WHICH ASSIGNED COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) ZONING TO AN 11.42 ACRE PARCEL OF LAND LOCATED ON THE SOUTH SIDE OF SE MARKET PLACE EAST OF U.S. HIGHWAY ONE; PROVIDING FOR MASTER SITE PLAN APPROVAL, DEVELOPMENT CONDITIONS, A TIMETABLE FOR DEVELOPMENT AND MANDATORY PLATTING FOR A 4.02 ACRE PORTION OF ANNEXED PARCEL #F21 BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; TO ACCOMMODATE 24,000 SQUARE FEET OF COMMERCIAL DEVELOPMENT KNOWN AS LAKESIDE MARKET PLACE CPUD; DECLARING THE PROPOSED DEVELOPMENT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; ACCEPTANCE BY THE APPLICANT; AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, on April 13, 1998, the City Commission annexed an 11.4-acre parcel of land known as #F21 thru the adoption of Ordinance No. 1599-97; and

WHEREAS, on August 24, 1998, the City Commission further provided a Future Land Use designation of Commercial and zoning district of CPUD to said land thru the adoption of Ordinance No. 1600-97 and Ordinance No. 1601-97, respectively; and

WHEREAS, a portion of the parcel remains undeveloped and vacant; and

WHEREAS, the Local Planning Agency heard this agenda item on June 18, 2020, and provided recommendation of approval to the City Commission; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by William J. Mathers (Agent) of Mathers Engineering Corp.; and

WHEREAS, an application for a major amendment to Ordinance 1601-97 was properly filed on behalf of the petitioner, Daniel Lawrence of D. Lawrence Properties LLC, Osiris Ramos of Market Place at Stuart Condominium Assoc. Inc. and OK of Martin County, LLC.

WHEREAS, the property is legally described as set forth in an 'Exhibit A' to this ordinance; and

WHEREAS, the Applicant has committed to the City that its development will comply with all development codes, plans, standards and conditions approved by the City Commission; and that it will bind its successors in title to any such commitments made upon approval of this CPUD amendment; and

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application is consistent with the Stuart Comprehensive Plan, and the Land Development Code of the City, and with the procedural requirements of law; and

WHEREAS, the CPUD development will be in harmony with surrounding properties and their anticipated development;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The foregoing recitals are true and adopted as findings of fact and conclusions of law.

SECTION 2: The legal description of the property is set forth in **Exhibit 'A'** attached hereto and made a part hereof by reference. A Boundary Survey depicting the Property is attached hereto as **Exhibit 'B'** and made a part hereof by reference. The conditions of development attached hereto as **Exhibit 'C'** and made a part hereof by reference, and each shall constitute one of the development documents.

SECTION 3: The following new documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit 'D'**, hereinafter the 'Development Documents', shall be deemed a part of the development conditions, and shall supplement any earlier approvals:

A. **Boundary Survey by Christian Fenex and Associates, LLC, dated 08.08.18 with tree and pond update on 03.05.19.**
B. **Site Plan, Sheet 1 of 1 by Mathers Engineering Corporation, dated November 2019, and revised on 1.23.20 and 6.8.20.**
C. **Landscape Plan, Sheets LA1 thru LA5, by Doug Fitzwater, Landscape Architect, dated 10.13.19, and revised on 4.19.20.**
D. **Architectural Site Plan & Elevations, Sheets SD-1 thru SD-4, by Ahern and Associates, PA, dated 8.26.19.**
E. **Lighting Plan, Sheets SD-5 by Ahern and Associates, PA, dated 1.22.20.**
F. **Environmental Assessment, by Saskowsky and Associates, Inc. dated 1.13.20**

SECTION 4: Except as otherwise provided herein, no development permits, site permits or building permits shall be issued by the City except in compliance with the aforesaid Development Documents. The failure of the Developer to complete development, or to comply

with the Development Documents, or with any term or condition of development set forth in this ordinance, shall be deemed a zoning violation and no further permits, or other development approvals or orders shall be issued by the City to the owner until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City. This section shall not impair the due process or other legal rights of the Developer to seek administrative or judicial redress.

SECTION 5: Following the adoption and acceptance of this ordinance by the Owner, and in addition to any other action for failure to complete development or otherwise comply with the Development Documents, the City Development Director may obtain a hearing before the City Commission, and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged breach. At the hearing before the City Commission the developer may appear and may contest the allegation of breach or explain the reason or reasons for the breach. Upon a finding of a material breach of the Development Documents and therefore, the Ordinance(s) adopting the same, the City Commission may impose any or all the following:

a. Initiate the process to amend or repeal this or any other ordinance pertaining to the development.
b. Direct the City Development Director to initiate the process to rezone the PUD property or any portion of the PUD property.
c. Impose an administrative penalty of up to $1,000.00 for each violation, and up to $5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this PUD ordinance by the developer shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided

by law. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 6: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof are hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any prior contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 7: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 8: This ordinance and agreement shall be effective upon the adoption by the City Commission, and proper execution by the Owner.

SECTION 9: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this ordinance shall be void.

Passed on first reading the 13th day of July, 2020.

Commissioner CLARKE offered the foregoing Ordinance and moved its adoption. The motion was seconded by Commissioner BRUNER and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR	Y			
EULA R. CLARKE, VICE MAYOR	Y			
BECKY BRUNER, COMMISSIONER	Y			
MERRITT MATHESON, COMMISSIONER	Y			
VACANT, COMMISSIONER				

ADOPTED on second and final reading this 27th day of July, 2020.

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF Martin

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 18th day of September, 2020, by MICHAEL J. MEIER, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: Alaina Knofla
Commission Expires:

Notary Seal: NOTARY PUBLIC STATE OF FLORIDA
ALAINA KNOFLA
Commission # GG 973416
Expires July 26, 2024
Bonded Thru Budget Notary Services

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN A RESIDENTIAL PLANNED UNIT DEVELOPMENT AND IN ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS RESIDENTIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE CITY, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

Print Name: Manuel Caballero

Print Name: Holly M. Mathers

D. Lawrence Properties LLC

By: _____

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF Martin

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14 day of September, 2020, by _____

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

MANUEL CABALLERO
Notary Public - State of Florida
Commission # GG 981228
My Comm. Expires Apr 23, 2024
Bonded through National Notary Assn.

WITNESSES:

Print Name: Manuel Caballero

Print Name: Holly M. Mathers

Market Place at Stuart Condominium Assoc. Inc.

By:

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF Martin

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14 day of September, 2020, by Osiris Ramos

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public:
Commission Expires: 4/23/24

Notary Seal:

MANUEL CABALLERO
Notary Public - State of Florida
Commission # GG 981228
My Comm. Expires Apr 23, 2024
Bonded through National Notary Assn.

WITNESSES:

Print Name: Manuel Caballero

Print Name: Holly M. Mathers

OK of Martin County, LLC

By:

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF Martin

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14 day of September, 2020, by Osiris Ramos

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public:
Commission Expires: 4/23/24

Notary Seal:

MANUEL CABALLERO
Notary Public - State of Florida
Commission # GG 981228
My Comm. Expires Apr 23, 2024
Bonded through National Notary Assn.

EXIBIT "A"

Legal Description

EXIBIT "A" LEGAL DESCRIPTION (PER SCHEDULE A. TITLE Policy #15925960)

LOT B, THE EXPOSITION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 17, OF THE PUBUC RECORDS ·OF MARTIN COUNTY, FLORIDA.

LESS AND EXCEPTING FROM LOT 8 LAND CONVEYED TO EVAN M. BASLOW AND SUSAN R. BASLOW IN OFFICIAL RECORDS BOOK 604, PAGE 819 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A. PORTION OF LOTS 215 AND 216, PLAT OF PORT SEWALL REVISED MAP AS RECORDED IN PLAT BOOK 3, PAGE 7, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING DESCRIBED. AS .THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY N0.1 AS PER S.R.D. SECTION MAP 89010-2114, SHEET 2 OF 9, AND THE SOUTH RIGHT-OF-WAY OF S.E. MARKET PLACE AS RECORDED IN OFFICIAL RECORDS BOOK 402, PAGE 763, MARTIN COUNTY PUBLIC RECORDS; THENCE NORTH 66"47'40" EAST ALONG SAID SOUTH RIGHT-OF-WAY OF MARKET PLACE, A DISTANCE OF·470.88 FEET TO A POINT ON THE EAST UNE OF LOT 215; THENCE SOUTH 23'12'20" EAST ALONG THE EAST LINE OF LOT 215 A DISTANCE OF 251.38 FEET TO A POINT; THENCE SOUTH 66'38'.38" WEST, A DISTANCE OF 445.14 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF SAID HIGHWAY N0.1; THENCE NORTH 29'01'32" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE· OF 253.86 FEET TO THE POINT AND PLACE OF BEGINNING.

SURVEYOR'S NOTIES:

1. BEARINGS SHOWN HEREON REFER TO PLAT,
2. THIS IS NOT A BOUNDARY SURVEY.
3. P.O.B. = POINT OF BEGINNING
4. P.O.C. = POINT OF COMMENCEMENT
5. PB/PG = PLAT BOOK/PAGE

EXIBIT "B" Boundary Survey

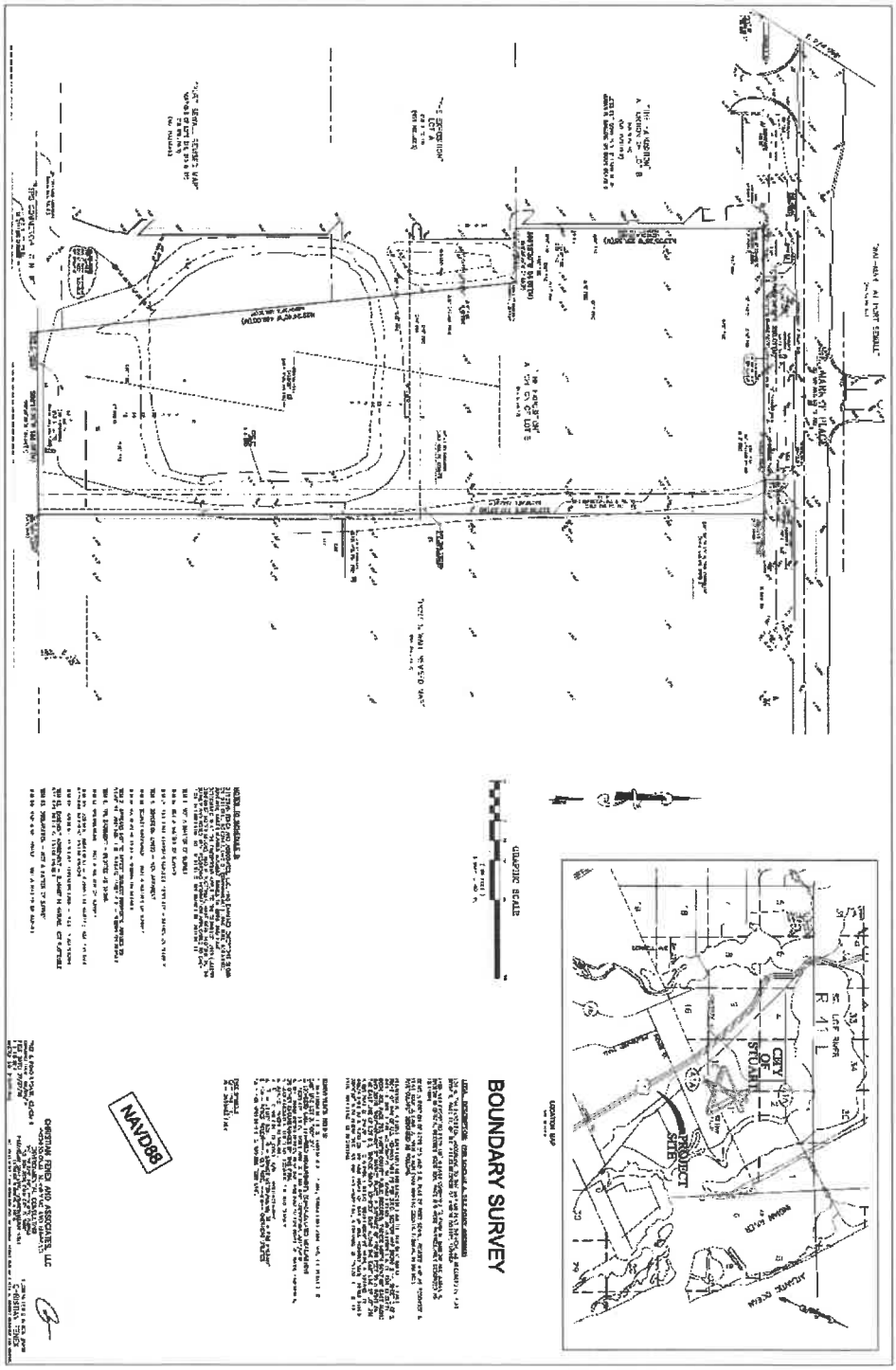


EXHIBIT "C"

DEVELOPMENT CONDITIONS

Approved Plans and Documents

1. The project and the use thereof shall comply with the following drawings:

   A. Boundary Survey by Christian Fenex and Associates, LLC, dated 08.08.18 with tree and pond update on 03.05.19.

   B. Site Plan, Sheet 1, by Mathers Engineering Corporation, dated November 2019, and revised on 1.23.20 and 6.8.20.

   C. Landscape Plan, Sheets LA1 thru LA5, by Doug Fitzwater, Landscape Architect, dated 10.13.19, and revised on 4.19.20

   D. Architectural Site Plan & Elevations, Sheets SD-1 thru SD-4, by Ahern and Associates, PA, dated 8.26.19.

   E. Lighting Plan, Sheets SD-5 by Ahern and Associates, PA, dated 1.22.20.

   F. Environmental Assessment, by Saskowsky and Associates, Inc. dated 1.13.20

2. Any modifications to the Master CPUD Site Plan that exceeds 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, and location of landscaping may be approved by the City's Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.

3. CPUD standards regarding circulation, parking, utilities, drainage, open space and all other applicable standards shall apply as described in the LDR except as modified in this and any future ordinance.

Landscaping

4. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.

5. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed $1,500.00.

6. A Landscape maintenance plan, executed in accordance with the Land Development Regulations, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.

Required Open Space and Native Preserve Area

7. Not less than 25% of the CPUD shall be Open Space as defined in the City Land Development Regulations. Required Open Space may include native vegetation areas and landscape buffers between the CPUD and adjacent property; however, other required landscaping shall not count towards the open space requirement. In the event less than 25% of the CPUD is comprised of native vegetation area, then all the existing native vegetation area shall be maintained as part of the required open space.

8. Excluding wetlands defined by the South Florida Water Management District, not less than 26.4% of the total development site shall remain as Open Space.

Tree Mitigation

9. The landscape plan shall be reviewed again during site permit review to verify that on-site plantings meet Tree mitigation requirements per Section 5.05.02 of the City's Land Development Code.

Prior to Issuance of Site Permits

10. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.

11. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.

12. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the issuance of a site permit.

13. All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

14. The lake after improvements that have been permitted by SFWMD will be given easement to the Stuart Business Parks Association for maintenance. The project's drainage system will be designed and permitted (SFWMD) to comply with conditions, peak discharge rates, water quality requirements, etc., as outlined in the Stuart Business Park Master Stormwater Plan prepared by A.J. Hydro Engineering, Inc.

Development and Construction

15. 'Hat racking' of trees is prohibited on the property.

16. Developer shall acquire a curb-cut permit from City for the connection from SE Market Place into the development.

17. The developer is responsible for designing and constructing sanitary sewer for the development site.

18. Construction activity shall be limited from 7:00 am to 6:00 pm Monday - Saturday.

19. Any backflow prevention devices and above ground utilities shall be delineated on the landscape plans during final site plan review and shall be out of view or screened from the public right-of-way.

20. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.

21. Lighting poles in the parking areas shall not exceed 25' in height. Lighting poles in the pedestrian areas shall not exceed 15' in height. Prior to issuance of a vertical building permit, a photometric plan with details shall be submitted and reviewed and all site lighting shall comply with a plan acceptable to the City.

22. All utility improvements constructed by the developer within the City's right-of-way, shall be constructed in a manner and form acceptable to the City's Public Works department.

23. Building addresses and/or numbers shall be in plain view and shown on each building plan submitted at the time of building permit application in accordance with the City Code and shall be consistent with the sign plan.

24. Any sidewalk damaged during construction of latter phases shall be repaired or replaced prior to the issuance of a Certificate of Occupancy for the first building of the affected phase.

25. Temporary or freestanding storage units are prohibited on the property once construction is complete.

26. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.

27. A minimum 8-foot wide sidewalk is required to be built along SE Market Place and connect to an internal 6-foot sidewalk system. All buildings and structures shall have an on-site walkway connection with the off-site sidewalk system.

28. No trailers prefabricated or modular structures shall be permitted except on a temporary basis to assist in development and with rentals and sales of realty within the CPUD. Such trailers or structures shall be removed within thirty days of a direction to do so issue by the City Development Director. Failure to remove such a trailer or structure accordingly shall be deemed a violation of the City Code.

29. Subject to the provisions of the LDR, the Developer shall comply with all requirements of the City Comprehensive Plan and of the LDR including but not limited to, planned unit development regulations applicable to the Property at time of permitting.

Development Timetable

30. Timetable for development shall be as follows:

TIMETABLE OF DEVELOPMENT	
Site and building permit application deemed sufficient for permit review under city codes and standards.	**August 31, 2021**
Final Certificate of Occupancy for all site and building improvements.	**January 1, 2023**

Allowable Uses

31. The following uses shall be permitted
    Auto sales, repair and servicing (enclosed)
    Boat storage, dry (enclosed)
    Governmental buildings
    Cold storage
    Commercial nursery or tree farm
    Community garden (refer to supplemental standards in Section 2.06.08) LDR
    Dry cleaning plants
    Farm equipment and supplies sales establishment

Industrial, low-impact
Newspaper or publishing plants
Places of public assembly
Public facilities and services
Repair services
Retail, non-intensive
Warehousing, provided such use does not generate nuisance impacts.

Prohibited

32. No temporary or modular buildings are permitted on the property except for permitted temporary construction/leasing trailers.

33. Billboards are prohibited on the property.

34. Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited, except as may be permitted by this CPUD.

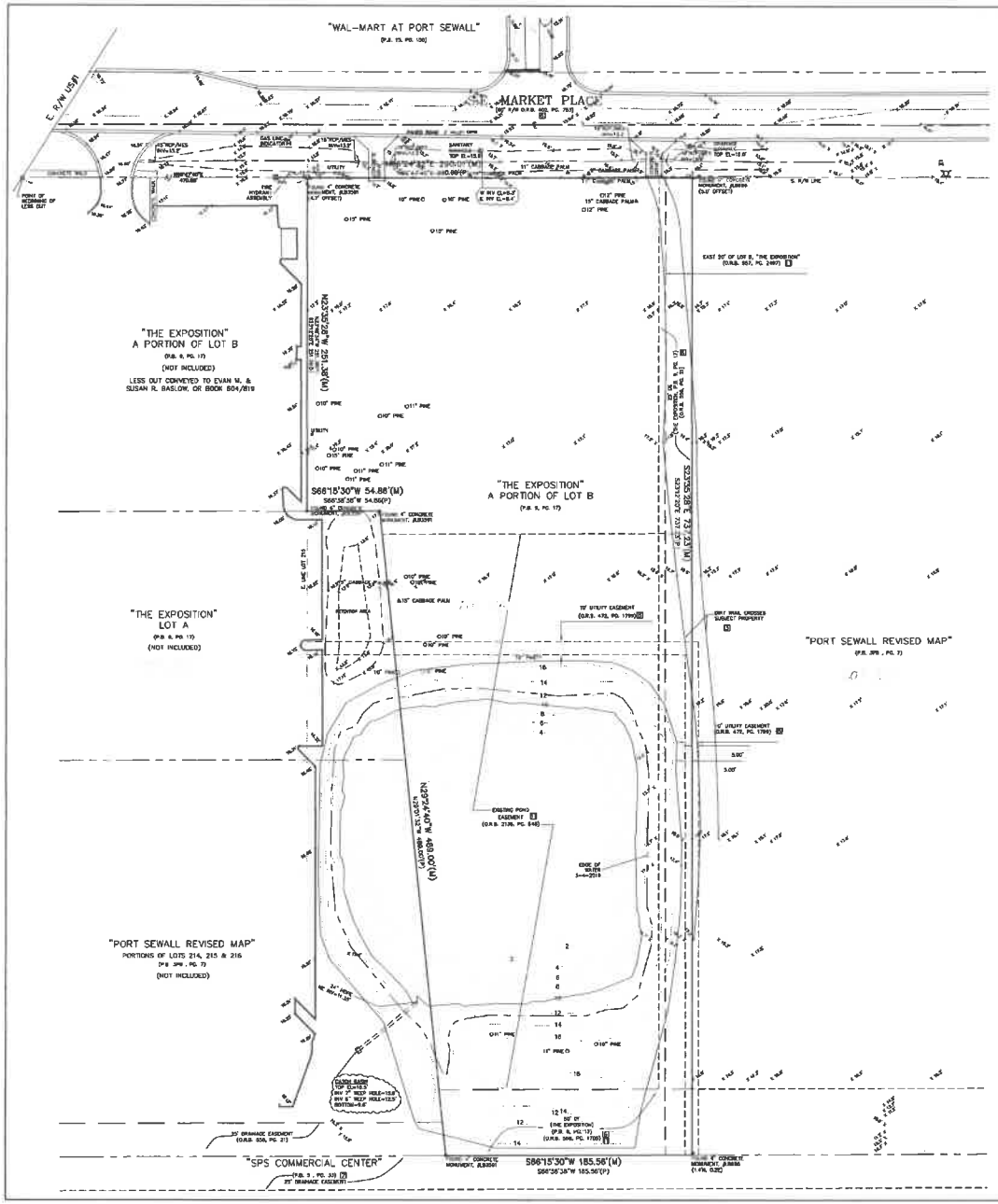
35. No vehicles shall be displayed or stored within the public right-of-way at any time.

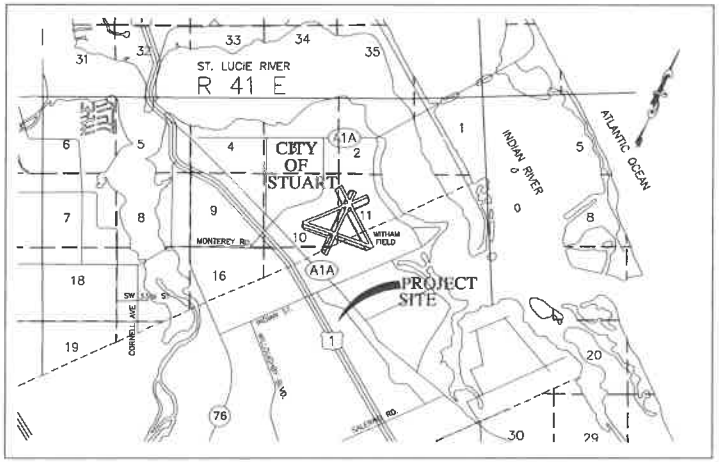
Signage

36. The Lakeside Market Place monument fronting SE Market Place shall be limited to 10'-0" in height and shall be set back 10' from the property line. A unified sign plan, for all three buildings shall be reviewed and approved at the time of civil plan approval demonstrating compliance with the LDR for signs, as to number, location, size, height, lighting, and materials with a unified theme throughout the development.

Platting

37. Plat approval per Section 11.01.04.A shall occur prior to a certificate of occupancy being issued.





LOCATION MAP
NOT TO SCALE

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

BOUNDARY SURVEY

LEGAL DESCRIPTION: (PER SCHEDULE A, TITLE POLICY #I5029980)

LOT B, THE EXPOSITION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 17, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

LESS AND EXCEPTING FROM LOT B LAND CONVEYED TO EVAN M. BASLOW AND SUSAN R. BASLOW IN OFFICIAL RECORDS BOOK 804, PAGE 819 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOTS 215 AND 216, PLAT OF PORT SEWALL REVISED MAP AS RECORDED IN PLAT BOOK 3, PAGE 7, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING DESCRIBED AS THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO.1 AS PER S.R.D. SECTION MAP 89010-2114, SHEET 2 OF 9, AND THE SOUTH RIGHT-OF-WAY OF S.E. MARKET PLACE, AS RECORDED IN OFFICIAL RECORDS BOOK 402, PAGE 783, MARTIN COUNTY PUBLIC RECORDS; THENCE NORTH 66°47'40" EAST ALONG SAID SOUTH RIGHT-OF-WAY OF MARKET PLACE, A DISTANCE OF 470.68 FEET TO A POINT ON THE EAST LINE OF LOT 215; THENCE SOUTH 23°12'20" EAST ALONG THE EAST LINE OF LOT 215 A DISTANCE OF 251.38 FEET TO A POINT; THENCE SOUTH 66°38'38" WEST, A DISTANCE OF 445.14 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF SAID HIGHWAY NO.1; THENCE NORTH 23°31'32" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 253.88 FEET TO THE POINT AND PLACE OF BEGINNING.

SURVEYOR'S NOTES:

1. BEARINGS REFER TO FLORIDA STATE PLANE, NAD83 EAST ZONE 901, REFERENCED TO EAST LINE LOT B, "DCY 014".
2. (D)=DEED CALL; (M)=FIELD MEASUREMENT; (C)=CALCULATED MEASUREMENT
3. PROPERTY LIES IN FLOOD ZONE X, FEMA MAP 12085C0164, 3/15/2015.
4. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAYS, EASEMENTS, OR OTHER ENCUMBRANCES BY THIS FIRM.
5. UNDERGROUND UTILITIES NOT LOCATED PER THIS SURVEY.
6. SUBJECT PARCEL IS VACANT.
7. ℄ = CENTERLINE OF ROAD; R/W = RIGHT-OF-WAY.
8. ⊡ = UTILITY BOX; ⊠ = SERVICE METER/VALVE; ⊠ = FIRE HYDRANT
9. "⊡" = POWER POLE; ←— = GUY WIRE; —oHu— = OVERHEAD UTILITIES
10. ELEVATIONS REFER TO NAVD88, "DCY 014".

TRF SYMBOLS
○ = PINE TREE
△ = CABBAGE PALM

NAVD88

NOTES TO SCHEDULE B:

CHRISTIAN FENEX AND ASSOCIATES, LLC. HAS EXAMINED EXCEPTIONS SHOWN ON SCHEDULE SCHEDULE B-2 OF COMMONWEALTH LAND TITLE INSURANCE COMPANY, ORDER NUMBER 6298557, RAMOS 15-5278, AND HAVE DETERMINED THAT THE EXCEPTIONS APPLY TO THE SURVEYED LAND (UNLESS OTHERWISE NOTED BELOW), AND IF PLOTTABLE, HAVE BEEN PLOTTED ON THE SURVEY AND NOTED WITH RECORDING INFORMATION APPLICABLE TO EACH PLOTTED EXCEPTION, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ITEM 1: NOT A MATTER OF SURVEY

ITEM 2: NOT A MATTER OF SURVEY

ITEM 3: DIRT TRAIL CROSSES SUBJECT PROPERTY - SHOWN ON SURVEY

ITEM 4: SOVEREIGN LANDS - NOW APPARENT

ITEM 5: COUNTY ORDINANCE - NOT A MATTER OF SURVEY

ITEM 6: MATTERS OF PLAT - SHOWN ON SURVEY

ITEM 7: APPEARS NOT TO AFFECT SUBJECT PROPERTY; APPLIES TO ADJACENT LAND SOUTH OF SUBJECT PROPERTY. - SHOWN ON SURVEY

ITEM 8: FPL EASEMENT - PLOTTED AS SHOWN

ITEM 9: RESTRICTIONS - NOT A MATTER OF SURVEY

ITEM 10: EASEMENT AGREEMENT - BLANKET IN NATURE; NOT PLOTTABLE APPEARS TO EFFECT ENTIRE PARCEL

ITEM 11: EASEMENT TO STUART BUSINESS PARK - PLOTTED AS SHOWN

ITEM 12: EASEMENT AGREEMENT - BLANKET IN NATURE; NOT PLOTTABLE APPEARS TO EFFECT ENTIRE PARCEL

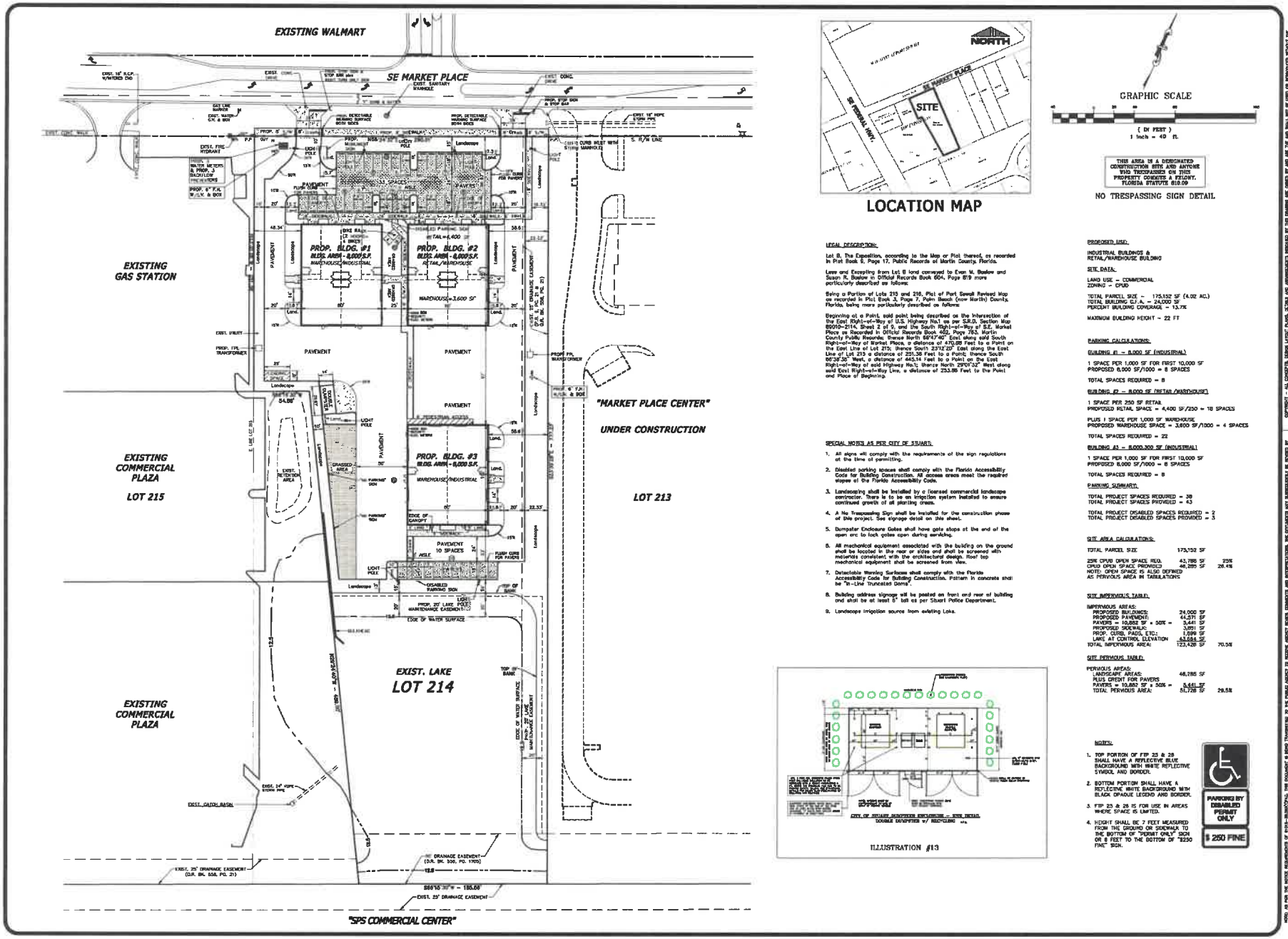
ITEM 13: DECLARATION - NOT A MATTER OF SURVEY

ITEM 14: RIGHTS OF TENANT - NOT A MATTER OF SURVEY

TREE & POND UPDATE: 03/05/19
DRAWING DATE: 08/08/18
FIELD DATE: 07/27/18
F.B. FOLDER
SKETCH NO. 218086.dwg

CHRISTIAN FENEX AND ASSOCIATES, LLC
PROFESSIONAL SURVEYING AND MAPPING
ENVIRONMENTAL CONSULTING
3401 SW 22ND AVE., PALM CITY, FLORIDA
P.O. BOX 2533, PALM CITY, FL 34991
PH.(772)283-2977 EMAIL FENEXCIRCLE@SUN.NET
LICENSED BUSINESS # 6836
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FLORIDA REGISTRATION #6102
CHRISTIAN FENEX



LOCATION MAP

THIS AREA IS A DESIGNATED CONSTRUCTION SITE AND ANYONE WHO TRESPASSES ON THIS PROPERTY COMMITS A FELONY. FLORIDA STATUTE 810.09

NO TRESPASSING SIGN DETAIL

LEGAL DESCRIPTION:

Lot 8, The Exposition, according to the Map or Plat thereof, as recorded in Plat Book 2, Page 17, Public Records of Martin County, Florida.

Less and Excepting from Lot 8 land conveyed to Evan M. Buslow and Susan R. Buslow in Official Records Book 604, Page 819 more particularly described as follows:

Being a Portion of Lots 215 and 216, Plat of Port Sewall Revised Map as recorded in Plat Book 3, Page 7, Palm Beach (now Martin) County, Florida, being more particularly described as follows:

Beginning at a Point, said point being described as the Intersection of the East Right-of-Way of U.S. Highway No.1 as per S.R.D. Section Map 89010-2114, Sheet 2 of 9, and the South Right-of-Way of S.E. Market Place as Recorded in Official Records Book 462, Page 763, Martin County Public Records; thence North 88°47'40" East along said South Right-of-Way of Market Place, a distance of 470.88 Feet to a Point on the East Line of Lot 215; thence South 23°12'20" East along the East Line of Lot 215 a distance of 231.38 Feet to a Point; thence South 88°38'35" West, a distance of 443.14 Feet to a Point on the East Right-of-Way of said Highway No.1; thence North 29°01'32" West along said East Right-of-Way Line, a distance of 253.85 Feet to the Point and Place of Beginning.

SPECIAL NOTES AS PER CITY OF STUART:

1. All signs will comply with the requirements of the sign regulations at the time of permitting.
2. Disabled parking spaces shall comply with the Florida Accessibility Code for Building Construction. All access areas meet the required slopes of the Florida Accessibility Code.
3. Landscaping shall be installed by a licensed commercial landscape contractor. There is to be an irrigation system installed to ensure continued growth of all planting areas.
4. A No Trespassing Sign shall be installed for the construction phase of this project. See signage detail on this sheet.
5. Dumpster Enclosure Gates shall have gate stops at the end of the open arc to lock gates open during servicing.
6. All mechanical equipment associated with the building on the ground shall be located in the rear or sides and shall be screened with materials consistent with the architectural design. Roof top mechanical equipment shall be screened from view.
7. Detectable Warning Surfaces shall comply with the Florida Accessibility Code for Building Construction. Pattern in concrete shall be "In-Line Truncated Dome".
8. Building address signage will be posted on front and rear of building and shall be at least 8" tall as per Stuart Police Department.
9. Landscape irrigation source from existing Lake.

ILLUSTRATION #13

PROPOSED USE:

INDUSTRIAL BUILDINGS &
RETAIL/WAREHOUSE BUILDING

SITE DATA:

LAND USE - COMMERCIAL
ZONING - CPUD

TOTAL PARCEL SIZE - 175,152 SF (4.02 AC.)
TOTAL BUILDING G.F.A. - 24,000 SF
PERCENT BUILDING COVERAGE - 13.7%

MAXIMUM BUILDING HEIGHT - 22 FT

PARKING CALCULATIONS:

BUILDING #1 - 8,000 SF (INDUSTRIAL)

1 SPACE PER 1,000 SF FOR FIRST 10,000 SF
PROPOSED 8,000 SF/1000 = 8 SPACES

TOTAL SPACES REQUIRED = 8

BUILDING #2 - 8,000 SF (RETAIL/WAREHOUSE)

1 SPACE PER 250 SF RETAIL
PROPOSED RETAIL SPACE = 4,400 SF/250 = 18 SPACES

PLUS 1 SPACE PER 1,000 SF WAREHOUSE
PROPOSED WAREHOUSE SPACE = 3,600 SF/1000 = 4 SPACES

TOTAL SPACES REQUIRED = 22

BUILDING #3 - 8,000.000 SF (INDUSTRIAL)

1 SPACE PER 1,000 SF FOR FIRST 10,000 SF
PROPOSED 8,000 SF/1000 = 8 SPACES

TOTAL SPACES REQUIRED = 8

PARKING SUMMARY:

TOTAL PROJECT SPACES REQUIRED = 38
TOTAL PROJECT SPACES PROVIDED = 43

TOTAL PROJECT DISABLED SPACES REQUIRED = 2
TOTAL PROJECT DISABLED SPACES PROVIDED = 3

SITE AREA CALCULATIONS:

TOTAL PARCEL SIZE	175,152 SF	
25% CPUD OPEN SPACE REQ.	43,788 SF	25%
CPUD OPEN SPACE PROVIDED	46,285 SF	26.4%

NOTE: OPEN SPACE IS ALSO DEFINED AS PERVIOUS AREA IN TABULATIONS

SITE IMPERVIOUS TABLE:

IMPERVIOUS AREAS:		
PROPOSED BUILDINGS:	24,000 SF	
PROPOSED PAVEMENT:	44,571 SF	
PAVERS = 10,882 SF x 50% =	5,441 SF	
PROPOSED SIDEWALK:	3,951 SF	
PROP. CURB, PADS, ETC.:	1,699 SF	
LAKE AT CONTROL ELEVATION	43,584 SF	
TOTAL IMPERVIOUS AREA:	123,426 SF	70.5%

SITE PERVIOUS TABLE:

PERVIOUS AREAS:		
LANDSCAPE AREAS:	46,285 SF	
PLUS CREDIT FOR PAVERS		
PAVERS = 10,882 SF x 50% =	5,441 SF	
TOTAL PERVIOUS AREA:	51,726 SF	29.5%

NOTES:

1. TOP PORTION OF FTP 25 & 26 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 25 & 26 IS FOR USE IN AREAS WHERE SPACE IS LIMITED.
4. HEIGHT SHALL BE 7 FEET MEASURED FROM THE GROUND OR SIDEWALK TO THE BOTTOM OF "PERMIT ONLY" SIGN OR 8 FEET TO THE BOTTOM OF "$250 FINE" SIGN.

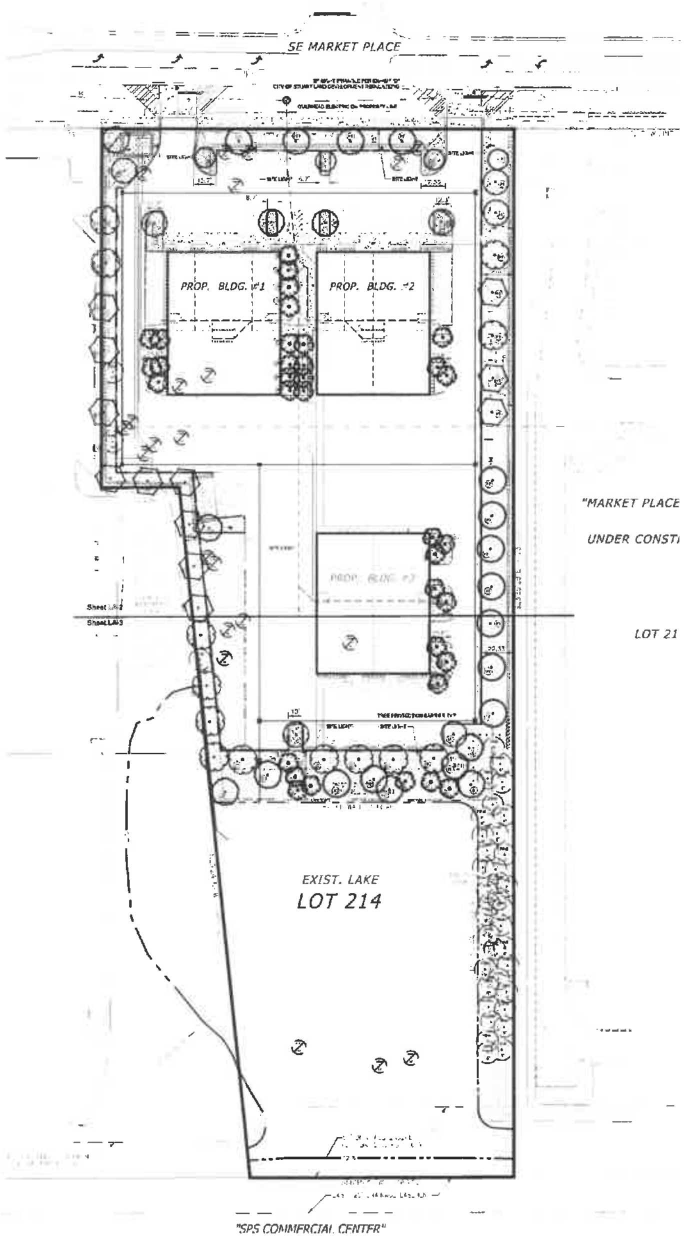
DATE	REVISIONS
1.2.2.20	PER CITY COMMENTS
4.20.20	PER CITY COMMENTS
6.24.20	PER CITY COMMENTS

MATHEWS ENGINEERING CORPORATION
2420 SE DIXIE HIGHWAY
STUART, FL 34996
PHONE: (772) 287-0225
EB 0004456

Lakeside Markeplace
CITY OF STUART, FLORIDA
SITE PLAN

WILLIAM J. MATHEWS, P.E.
FL REG. # 19659

DRAWN	D.N.A.
CHECKED	W.J.M.
DATE	NOVEMBER 2019
SCALE	1" = 40'
JOB NO.	2745-01
SHEET	1 OF 1 SHEETS



PLANT SCHEDULE LANDSCAPE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	CALIPER	NOTES	NATIVE
[illegible]										

MITIGATION TREES, PRESERVED TREES, PALMS, SHRUBS, GROUND COVERS: [illegible]

Tree Code Type Legend

(PT) Perimeter of vehicular use area
(IT) Interior trees
(IP) Interior palm trees

- - - Interior Parking Landscape Area
— — Perimeter Parking Landscape Area

Tree Mitigation Data

TREE REMOVAL CHART			
TREES FROM LANDSCAPE PLANS			
SPECIES	QNTY.	DBH INCHES	TOTAL INCHES
PINE TREE (10"DBH)	12	10	120
PINE TREE (11"DBH)	6	11	66
PINE TREE (12"DBH)	2	12	24
PINE TREE (15"DBH)	2	15	30
TOTAL	22		240

Tree Mitigation Notes:

1. If during construction the Owner is able to preserve additional trees, the Owner reserves the right to coordinate with City of Stuart Staff to administratively amend the landscape plan to reduce number of planted trees.
2. Prior to any land preparation or other development activities a protective barrier easily visible to equipment operators shall be placed around all protected trees so as to encompass the entire tree protection zone. If a tree is mechanically damaged during construction then a replacement tree shall be provided per tree mitigation requirements.
3. Tree locations and sizes provided by Christian Fenox Survey and Coastal Land Development.

MITIGATION	INCHES AT DBH	REQUIRED INCHES (MITIGATE ON SITE OR PROVIDE PAYMENT IN LIEU OF)
SLASH PINE (1.5 X REPLACEMENT)	240	360 INCHES
SUB TOTAL		360 INCHES

SEC. 5.05.02 - Slash Pines may be substituted with palm trees on a 1:1 ratio. For every one foot of clear trunk of palm tree exceeding minimum palm tree size per the landscape code, credit will be given for one inch of replacement.

TREE PRESERVATION CHART			
TREES FROM LANDSCAPE PLANS			
SPECIES	QNTY.	DBH INCHES	TOTAL INCHES
PINE TREE (6"DBH)	31	6	186
PINE TREE (8"DBH)	2	8	16
PINE TREE (10"DBH)	3	10	30
PINE TREE (12"DBH)	3	12	36
TOTAL	39		268

TREE MITIGATION PROVIDED				
TREES FROM LANDSCAPE PLANS : DEFICIT OF 92 INCHES (360" REMOVED- 268" PRESERVED)				
SPECIES	SIZE	QNTY.	Value	TOTAL INCHES
Sabal Palm	16' CT	31	4.5	139.5
TOTAL		31		139.5

Irrigation Notes:

1. Adequate irrigation of landscaped areas shall be provided for the first full growing season and continue thereafter only as necessary to maintain required vegetation in good and healthy condition. Proposed landscaping will be low water use once established, therefore the irrigation system shall be designed accordingly.
2. Irrigation systems shall conform to the following standards; Irrigation systems shall be continuously maintained in working order and shall be designed not to overlap water zones or to water impervious areas.
3. No irrigation system shall be installed or maintained abutting any public street which causes water from the system to overspray onto the roadway or to strike passing vehicular traffic.
4. Irrigation system shall be set to adequately irrigate all landscape during establishment period. The setting shall be reduced to a low water usage for all landscaping.

NORTH

SCALE: 1" = 40'
0 40 80 120 feet

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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Sheet Index:

Landscape Plan	LA-1
South Landscape Plan & Plant Schedule	LA-2
North Landscape Plan & Plant Schedule	LA-3
Landscape Details	LA-4
Landscape Specifications	LA-5

Landscape Data:

Total Site Area	175,152 sf. (4.02 Ac.)	
Total Developed Area	175,152 sf. (4.02 Ac.)	
Existing Use	Vacant	
Proposed Use	Office & Warehouse	
Proposed Zoning	CPUD	
Future Land Use Designation	PUD	
Minimum Number of Required Trees (175,152 / 2,500) + One tree for additional parking stalls	71 trees	
Trees Provided (59 planted trees + 31 preserved trees + 17palms (35 palms/ 2))	107 trees	

Sec. 6.04.02. General Provisions	Required	Provided
A1. At least 50% of all required landscaping shall collectively consist of native vegetation	50%	90%
A1. No one tree shall exceed 25% of the minimum number of trees required	Cannot exceed 17 trees	Maximum of 13 Trees
A2. Not less than 50% of all trees to meet requirements shall be shade trees	Minimum of 35 shade trees	Provided 42 shade trees

Sec. 6.04.02. General Provisions	Required	Provided
B.1 Not less than 20% of the total gross area of a development shall be landscaped	35,030 sf.	46,709 sf.
B.2. Not less than 50 percent of the required landscaping for a major development shall be interior landscaping	17,515 sf	18,544 sf
B.7. In the event that number of parking stall exceeds the minimum number by the parking code (100 sf per additional stall)		
(Exceed minimum stalls by 5 x 100sf = 500 sf of additional landscaping)	500 sf	11,679 sf (46,709 SF Landscape Provided - 35,030 sf Landscape Required)
(For each additional 500sf of impervious area for additional stall one tree shall be provided 5x162sf= 810 sf/ 500= 1 tree)	1 tree	1 tree

Sec. 6.04.07 Parking Areas for multi-family and all non-residential developments	Required	Provided
Parking area landscaping adjacent to streets		
A.2.a One tree for every 30 lf of required landscape strip, planted not more than 60-feet apart (135 lf)	4 trees	4 trees
A.4 Not less than 25% of the landscape strip shall be ground cover or sod		100%
Parking area landscaping adjacent to private property		
B.2.a One tree for every 30 lf of required landscape strip, planted not more than 60-feet apart (1,018 lf)	34 trees	38 trees
B.4 Not less than 25% of the landscape strip shall be ground cover or sod		100%
Parking area interior landscaping		
C.1. For a major development, not less than 50% of the required landscaping shall be interior landscaping (35,030 / 2= 17,515 sf)	17,515 sf	18,093 sf
C.2 One tree per every 30' (Side and rear building perimeter 840 lf/ 30= 28 Trees)	28 trees	28 palm trees
C.3. Interior landscaping shall include not less than one tree for every 500 sf of interior landscaped area	35 Minimum Trees	35 Provided
(17,515 sf/ 500= 35 trees) (Provided 35 palms and 18 trees)		
C.5. Interior islands shall contain one shade tree (4 interior islands= 4 shade trees)	4 shade trees	4 shade trees
C.6. Terminal islands shall contain one shade tree (5 terminal islands= 5 shade trees)	5 shade trees	5 shade trees
C.8. Not less than 50% of trees used in parking area interior landscaping shall be shade trees. (9 interior trees or parking)	5 shade trees	6 shade tree

Sec. 6.04.08 Development Landscaping Requirements	Required	Provided
C. One existing or planted tree for every 2,500 sf of development site area + One tree for additional parking stalls	71 trees	71 trees
C. Not less than 20% of the development site shall be landscaped	35,030 sf	46,295 sf

Sec. 6.04.05 Xeriscape Landscaping	
1. Min. 50 Points Required	
1. Utilization of moisture-sensing controller other than rain sensor override device.	5 Points
2. Plan submitted with low moderate and high water usage zones indicated on the landscape plan. (See general irrigation note 1)	5 Points
3. [illegible]	10 Points
4. [illegible]	10 Points
5. [illegible]	10 Points
6. [illegible]	10 Points
Total	50 Points

General Landscape Notes:

- Alternative plant species for required landscape may be permitted subject to review and approval by the City of Stuart prior to installation.
- The owner may replant the existing sabal palms on-site to count towards the sabal palms in the plant list.
- All prohibited exotic or invasive species shall be removed from the entire site prior to the issuance of a Certificate of Occupancy.
- All required landscaping shall be installed prior to the issuance of a Certificate of Occupancy.
- No Cypress Mulch is to be used on site. Eucalyptus or Melaleuca Mulch is to be used in a 3" consistent layer in all planting beds.
- Enhanced landscaping beyond minimum requirements will conform to all applicable sections of the City of Stuart Landscape Development Regulations. As-built drawings will be submitted to the City of Stuart with Certification of Landscaping Installation and Maintenance.
- This plan has been designed to meet the tree planting requirements contained within the FPL document entitled 'Plant the Right Tree in the Right Place'.
  - For existing or proposed utilities, no tree shall be planted where it could, at mature height conflict with overhead power lines.
  - Large trees (height at maturity of more than 30') shall be planted no closer than a horizontal distance of 30' from the nearest overhead power line.
  - Medium height trees (height at maturity between 20' and 30') shall be offset at least 20' and small trees (height at maturity of less than 20') require no offset.
  - No tree shrubs, hedges or vines shall be planted within 5' of an existing or proposed utility pole, guy wire or pad-mounted transformer.
  - Palms should be planted at a distance equal to or greater than the average frond length plus two (2) feet from power lines.
  - Tree species shall be selected as to minimize conflicts with existing or proposed utilities.
- Encroachments into required bufferyards and landscape areas by vehicles, boats, mobile homes or trailers shall not be permitted, and required landscape areas shall not be used for the storage or sale of materials or products or the parking of vehicles and equipment.
- The property owner, or successors in interest, or agent, if any, shall be jointly and severally responsible for the following:
  a. Regular maintenance of all landscaping to be kept alive and in good condition and in a way that presents a healthy, neat, and orderly appearance. All landscaping shall be maintained free from disease, pests, weeds, and litter. Maintenance shall include weeding, watering, fertilizing, pruning, mowing, edging, mulching and other maintenance, as needed and in accordance with acceptable horticultural practices;
  b. Repair or replacement of required walls, fences, or structures to a structurally sound condition;
  c. Regular maintenance, repair or replacement, where necessary, of any screening or buffering required by this division;
  d. Perpetual maintenance to prohibit the re-establishment of harmful exotic species within landscaping and preservation areas; and
  e. Replacement of any required landscaping in easement areas that may be disturbed by future maintenance.

Doug FitzWater
Landscape Architect
Phone: 772-260-9612
E-Mail: Doug@DougFitzwater.com

Lakeside Market Place

City of Stuart
Martin County, Florida

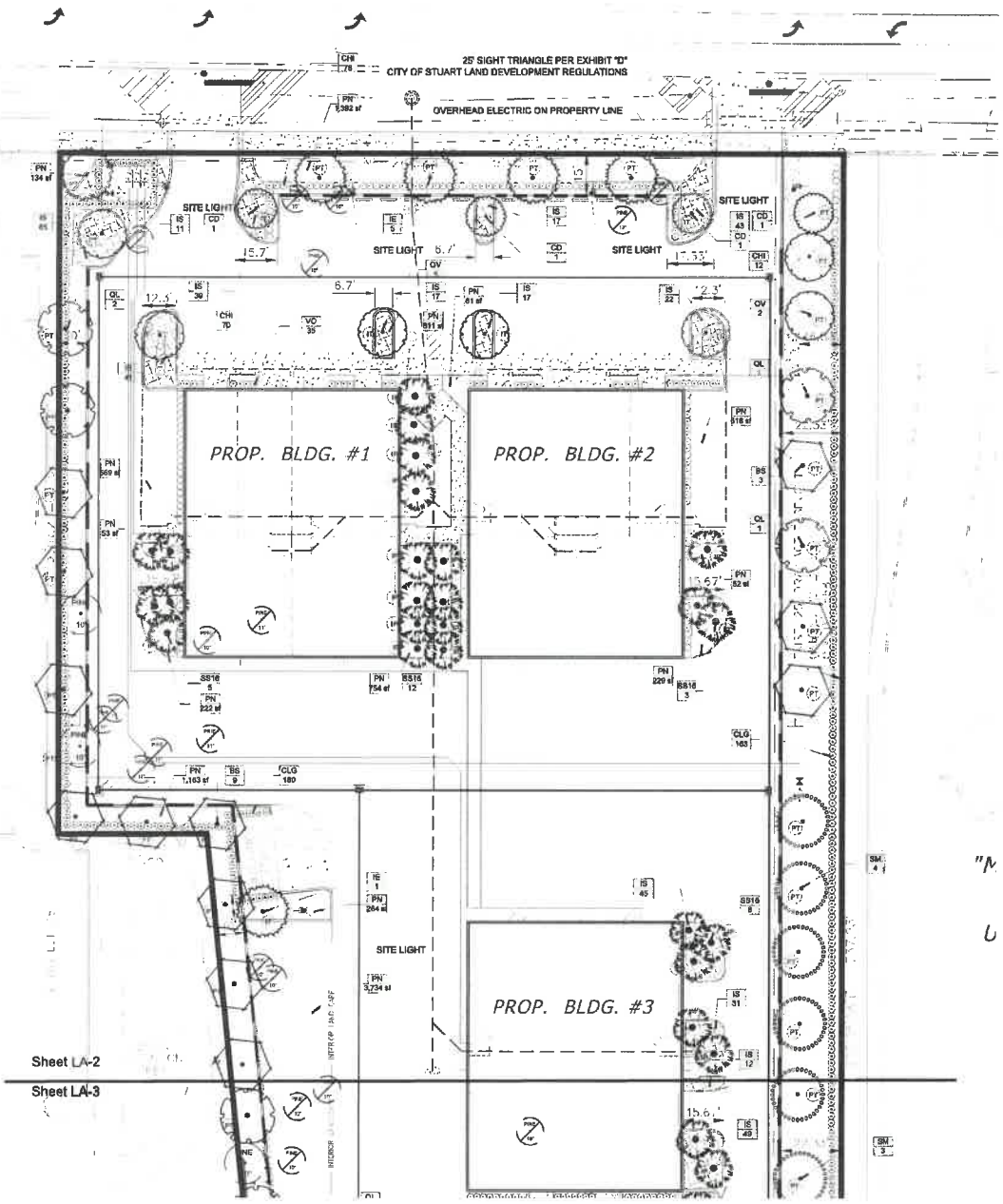
Landscape Planting Plan

Project Start Date: October 13, 2019
Drawn By: DF

Revisions:
1-27-20 Response to Comments
4-19-20 Response to Comments

Sheet:

LA1



PLANT SCHEDULE SHEET LA2

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	CALIPER	NOTES	NATIVE
	BS	12	Bursera simaruba	Gumbo Limbo	Field Grown	12' HT	6' SPR	3" Caliper		Native
	CD	4	Coccoloba diversifolia	Pigeon Plum	B&G	12' HT	6' W	3" Caliper		Native
	IE	6	Ilex x attenuata 'Eagleston'	Eagleston Holly	Field Grown	12' HT	6' SPR	3" Caliper		Native
	QL	4	Quercus laurifolia	Laurel Leaved Oak	Field Grown	12' HT	6' SPR	3" Caliper		Native
	QV	7	Quercus virginiana	Southern Live Oak	Field Grown	12' HT	6' SPR	3" Caliper		Native
	SM	4	Swietenia mahagoni	West Indian Mahogany	Field Grown	12' HT	6' SPR	3" Caliper		Native
MITIGATION TREES- REMOVED	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	CALIPER	NOTES	NATIVE
	MR10	7	Mitigation Tree Removal	Slash Pine	Existing			10" Caliper		
	MR11	4	Mitigation Tree Removal	Slash Pine	Existing			11" Caliper		
	MR12	2	Mitigation Tree Removal	Slash Pine	Existing			12" Caliper		
	MR15	2	Mitigation Tree Removal	Slash Pine	Existing			15" Caliper		
MITIGATION TREES- PRESERVED	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	CALIPER	NOTES	NATIVE
	MP10	2	Mitigation Tree Preserve Mitigation Tree Preservation	Slash Pine	Existing			10" Caliper		
PALMS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	CALIPER	NOTES	NATIVE
	SSt6	25	Sabal palmetto	Cabbage Palmetto	Field Grown	18 CT			Slick, Heavy Caliper	Native
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	CHI	160	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	3G	24" HT	12" W	30" on-center	Native	
	CLG	305	Clusia guttifera	Small Leaf Clusia	3G	24" HT	12"W	30" on-center	Non-native	
	VO	38	Viburnum odoratissimum	Sweet Viburnum	3G	24" HT	12"W	24" on-center	Non-native	
SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	IS	348	Ilex vomitoria 'Schillings'	Schillings Holly	3G	12"HT	12" W		Native	
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	PN	19,212 sf	Paspalum notatum	Bahia Grass	SOD					

Doug Fitzwater
Landscape Architect
Phone: 772-260-9612
E-Mail: Doug@DougFitzwater.com

Lakeside Market Place

City of Stuart
Martin County, Florida

Landscape Planting Plan

Project Start Date: October 15, 2019
Drawn By: DF

Revisions:
1-27-20 Response to Comments
4-19-20 Response to Comments

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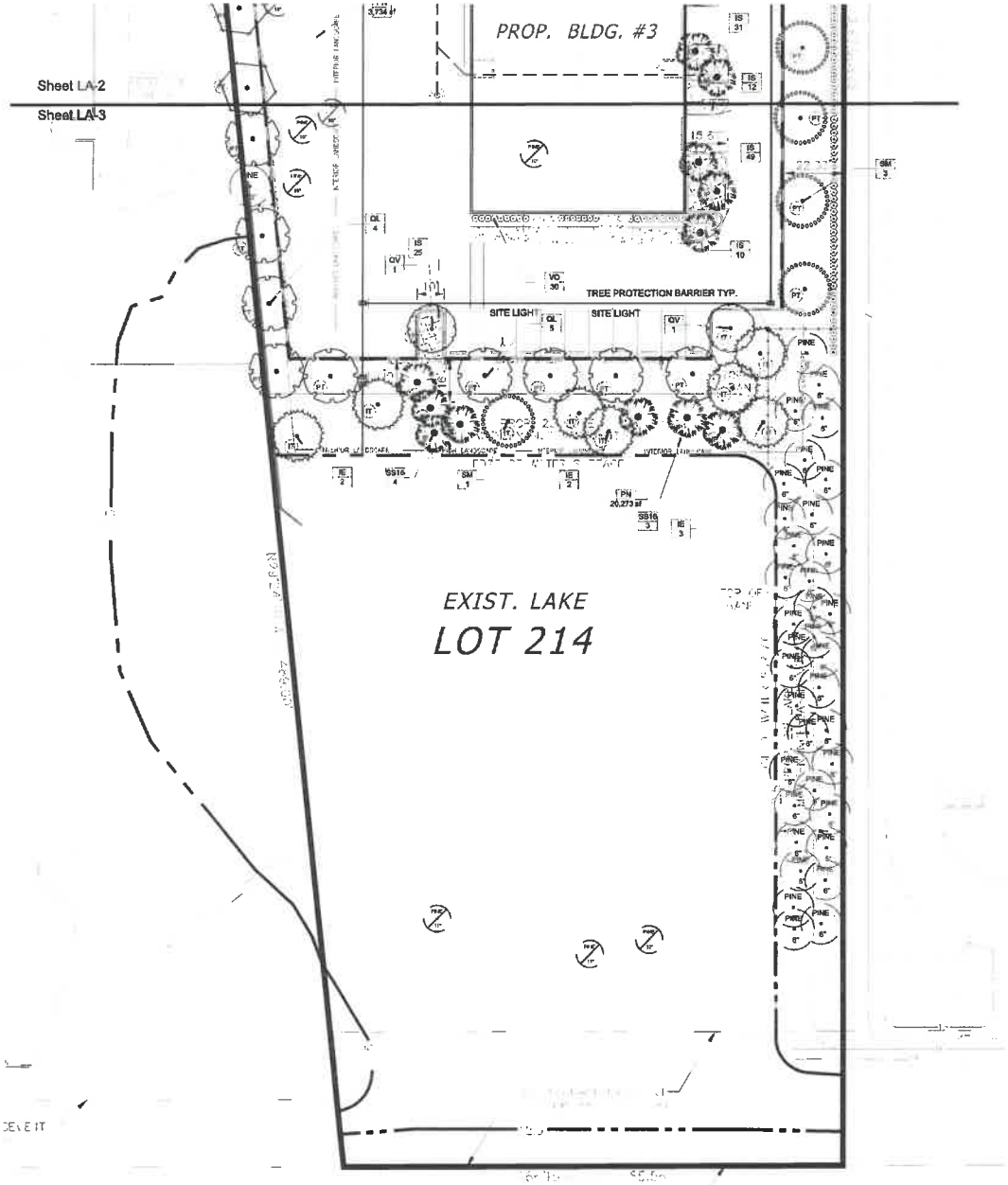
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

NORTH

0 20 40 60 feet
SCALE: 1" = 20'

Sheet:
LA2



PLANT SCHEDULE SHEET LA3

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	CALIPER	NOTES	NATIVE
	IE	7	Ilex x attenuata 'Eagleston'	Eagleston Holly	Field Grown	12' HT	5' SPR	2" Caliper		Native
	QL	6	Quercus laurifolia	Laurel-leaved Oak	Field Grown	12' HT	5' SPR	2" Caliper		Native
	QV	2	Quercus virginiana	Southern Live Oak	Field Grown	12' HT	5' SPR	2" Caliper		Native
	SM	4	Swietenia mahagoni	West Indian Mahogany	Field Grown	12' HT	5' SPR	2" Caliper		Native
MITIGATION TREES- REMOVED	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	CALIPER	NOTES	NATIVE
	MR10	5	Mitigation Tree Removal	Slash Pine	Existing			10" Caliper		
	MR11	2	Mitigation Tree Removal	Slash Pine	Existing			11" Caliper		
MITIGATION TREES- PRESERVED	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	CALIPER	NOTES	NATIVE
	MP10	1	Mitigation Tree Preserve Mitigation Tree Preservation	Slash Pine	Existing			10" Caliper		
	MP12	3	Mitigation Tree Preserve Mitigation Tree Preservation	Slash Pine	Existing			12" Caliper		
	MP6	31	Mitigation Tree Preserve Mitigation Tree Preservation	Slash Pine	Existing			6" Caliper		
	MP8	3	Mitigation Tree Preserve Mitigation Tree Preservation	Slash Pine	Existing			8" Caliper		
PALMS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	CALIPER	NOTES	NATIVE
	SS16	10	Sabal palmetto	Cabbage Palmetto	Field Grown	16' CT			Slick, Heavy Caliper	Native
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	CLG	38	Clusia guttifera	Small Leaf Clusia	3G	24" HT	12"W	30" on-center	Non-native	
	VO	30	Viburnum odoratissimum	Sweet Viburnum	3G	24" HT	12"W	24" on-center	Non-native	
SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	IS	98	Ilex vomitoria 'Schillings'	Schillings Holly	3G	12"HT	12" W		Native	
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	PN	24,007 sf	Paspalum notatum	Bahia Grass	SOD					

Doug Fitzwater
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E-Mail: Doug@DougFitzwater.com

Lakeside Market Place

City of Stuart
Martin County, Florida

Landscape Planting Plan

Project Start Date: October 13, 2019
Drawn By: DF

Revisions
1-27-20 Response to Comments
4-19-20 Response to Comments

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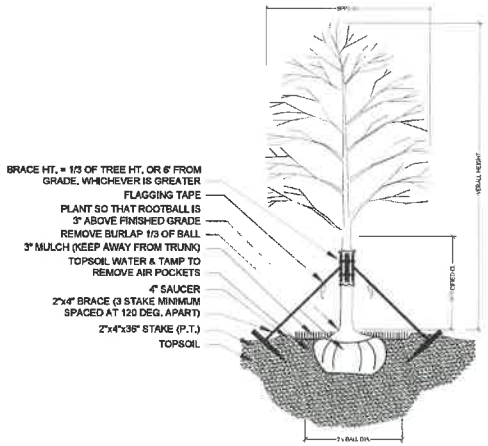
NORTH

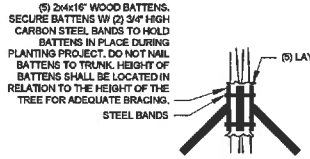
0 20 40 60 feet
SCALE: 1" = 20'

Sheet:
LA3



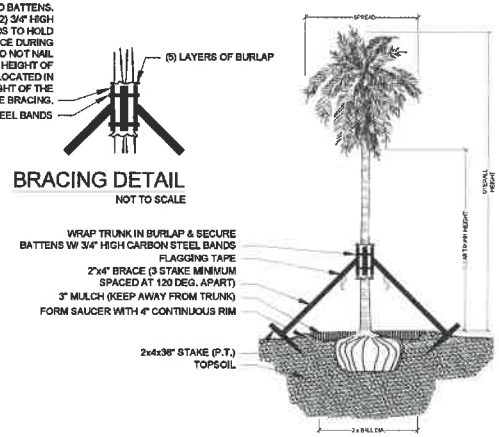
TREE PLANTING & STAKING

NOT TO SCALE



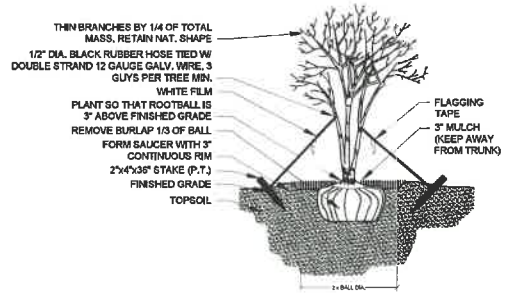
BRACING DETAIL

NOT TO SCALE



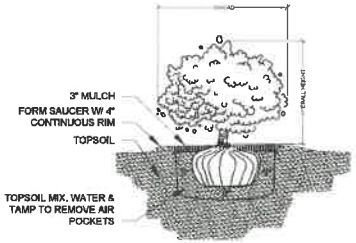
PALM PLANTING - ANGLE STAKE

NOT TO SCALE



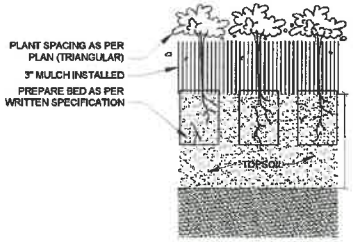
MULTI-TRUNK PLANTING & GUYING

NOT TO SCALE



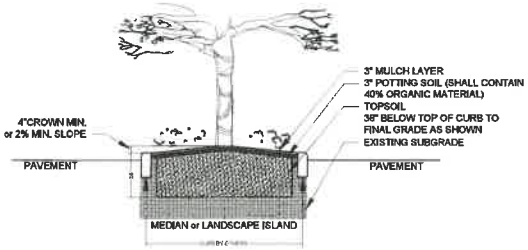
SHRUB PLANTING

NOT TO SCALE



GROUNDCOVER PLANTING DETAIL

NOT TO SCALE

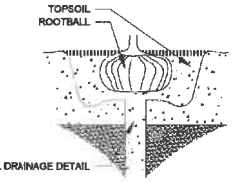


THIS DETAIL SHOWN DEPICTS A MEDIAN AND/OR LANDSCAPE ISLAND AND IS FOR GRAPHIC PURPOSES ONLY; SOIL PREPARATION SHALL APPLY TO ALL TREE, SHRUB, & GROUND COVER AREAS. THIS DOES NOT INCLUDE SOD AREAS

LANDSCAPE AREA PREPARATION DETAIL

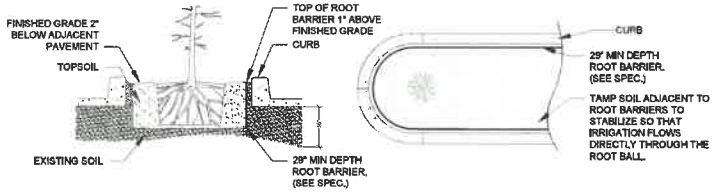
NOT TO SCALE

- "TOPSOIL SHALL BE NATURAL, FRIABLE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY OF THE PROJECT SITE THAT PRODUCES HEAVY GROWTH.
- TOPSOIL SHALL HAVE A PH RANGE OF 5.5-7.4, FREE FROM SUBSOIL, WEEDS, LITTER, SODS, CLAY, STONES, STUMPS, ROOTS, TRASH, HERBICIDES, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH, OR HINDER PLANTING OPERATIONS.
- TOPSOIL SHALL CONTAIN A MINIMUM OF 3% ORGANIC MATERIAL.
- TOPSOIL MUST PERCOLATE WATER AT A RATE OF 1" PER HOUR (SEE ALSO DRAINAGE TESTING DETAIL FOR TREES)
- LANDSCAPE AREA SOILS SHALL BE APPROVED BY LANDSCAPE ARCHITECT/OWNER PRIOR TO PLANTING



DRAINAGE TESTING DETAIL

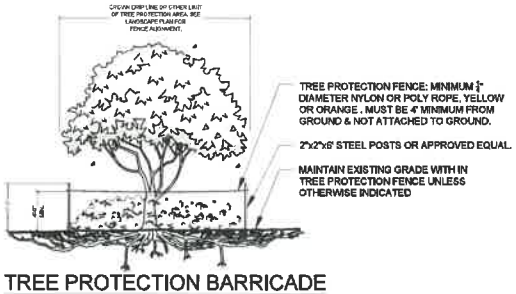
NOT TO SCALE



SPECIAL APPLICATIONS ROOT BARRIER DETAIL

NOT TO SCALE

NOTES:
1- ROOT BARRIER SHALL BE "BIO-BARRIER 29" DEPTH OR APPROVED EQUAL.
2- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
3- OWNER TO REQUEST ROOT BARRIER. NOT SPECIFIED ON THIS PLAN.



TREE PROTECTION BARRICADE

NOT TO SCALE

NOTES:
1- SEE LANDSCAPE PLAN FOR FENCE ALIGNMENT.
3- NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
4- NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS.

PRIOR TO PLANTING, ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER.

A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED. IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

E. WHEN BACKFILLING PLANTING PITS WITH NATIVE TOPSOIL, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

Doug Fitzwater
Landscape Architect

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Lakeside Market Place

City of Stuart
Martin County, Florida

Landscape Planting Detail

Project Start Date: October 13, 2019
Drawn By: DF

Revisions:
1-27-20 Response to Comments
4-19-20 Response to Comments

Sheet

LA4

LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

1.01 SCOPE:
A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:
A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION:
A. The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and, additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:
A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:
A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading plans, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Foreman shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:
A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:
A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:
The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of 18 MONTHS from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).

1.11 CONTRACTOR QUALIFICATION:
A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:
A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MATERIALS

2.01 PLANT MATERIALS:
A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION

A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:
A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE
A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:
A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails

2.06 TOP SOIL:
A. Planting soil for all plantings shall consist of topsoil and be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity of the project site that produces heavy growth. Topsoil shall have a PH range of 5.5-7.4, free from subsoil, weeds, litter, sods, clay, stones, stumps, roots, trash, herbicides, toxic substances, or any other material which may be harmful to plant growth, or hinder planting operations. Topsoil shall contain a minimum of 5% organic material. Topsoil must percolate water at a rate of 1" per hour (See also drainage testing detail for trees)

B Landscape Area Preparation. The intent of this section is to ensure a healthy growing environment for all planting material in all landscaped areas. Landscape Contractor to examine existing soils prior to planting to ensure conformance to all definitions of "Topsoil" (see Landscape Area Preparation Detail); in addition, a 3" layer of high organic (min 40%) potting soil shall be added to the topsoil and mixed in at time of planting. *East Coast Recycling Inc.* is a recommended source for imported Topsoil (if needed) as well as the top 3" layer of potting soil.

Existing soils must meet all definitions of "Topsoil" as described above in all planting areas throughout the site. If existing soils do not meet all definitions of Topsoil, please refer to the "Landscape Area Preparation" detail. Examination may require existing soils to be tested by an accredited testing laboratory. Should a soil test be necessary, Contractor shall contact soil testing lab directly to confirm such lab's soil collection and transmittal protocol; all costs if any shall be borne by the Contractor. Contractor shall provide to Landscape Architect for review the results of the soil test if conducted. Contractor shall schedule an on-site meeting with Landscape Architect to review existing and/or imported soils prior to planting. The Landscape Area Preparation is the responsibility of the Landscape Contractor. He/she shall except all responsibility of planting soils and shall honor all guarantee items in section 1.08.

2.07 FERTILIZER:
A. Commercial fertilizer shall comply with the state and local fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tablatized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tablatized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container	1 tablet
3 gallon container	2 tablets
5 gallon container	3 tablets
7 gallon container	5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material. The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:
A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 3" max on tree & palm rootballs, keep 6" away from tree & palm trunks or as required by local jurisdiction.

PART 3 EXECUTION
3.01 DIGGING:
A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:
A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:
A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the landscape plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Details for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and backfilled with Topsoil- see Landscape Area Preparation Detail;
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Larger material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleared of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future watering's. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:
A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be polled or topped.

D. Remove all trimming from site.

3.05 GUYING:

A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

C. Stake & Brace all trees larger than 12' ox. See detail. Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

D. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER:
A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. Prior to installing any irrigation system components, the contractor shall obtain a water sample from the proposed water supply and conduct a particle size and count analysis on the sample using the services of a reputable lab certified in such analysis. Submit the test results to the owner/owner's representative for review and approval. Do not proceed further with system installation until given written approval to do so.

3.07 SOD:
A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:
A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass seed- 200 Pounds per acre mixed with common hulled Bermuda seed- 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:
A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:
A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:
A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

E. All trees & shrubs shall be straight and in correct position per the landscape plans, details and specifications. All nursery, shipping and identification tags & ribbons shall be removed from trees & shrubs immediately after planting.

Doug Fitzwater
Landscape Architect

Phone: 772-260-9612
E-Mail: Doug@DougFitzwater.com

Lakeside Market Place
City of Stuart
Martin County, Florida

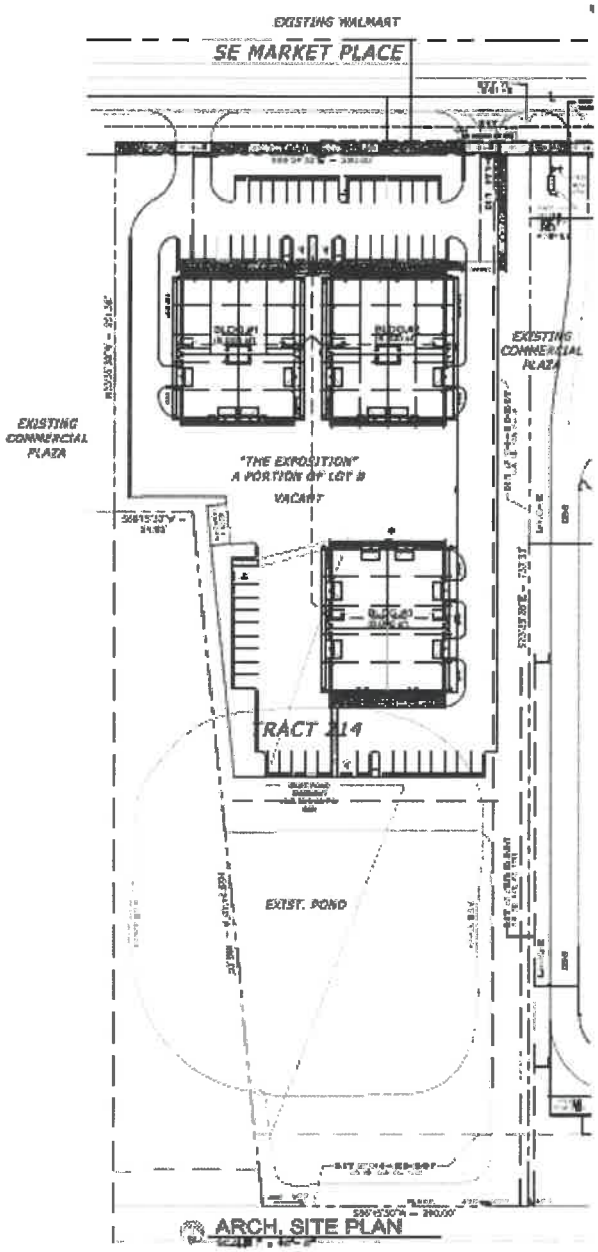
Specifications

Project Start Date: October 13, 2019
Drawn By: DF

Revisions:
1-27-20 Response to Comments
4-19-20 Response to Comments

Sheet

LA5



AHERN & ASSOCIATES, ARCHITECTS, P.A.

GENERAL PROJECT NOTES

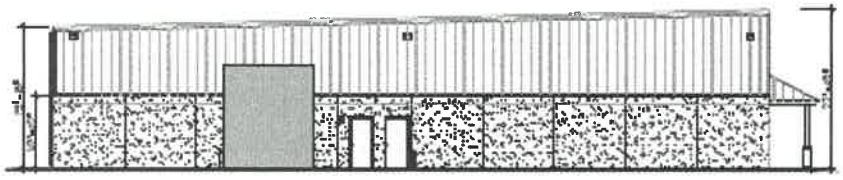
PROJECT TITLE:
COASTAL LAND DEVELOPMENT
MARKET PLACE BUSINESS CENTER
NEW CONSTRUCTION

REV. DATE

PROJECT 2019-2153 | ISSUED

SHEET
SD-1

26-AUGUST-2019



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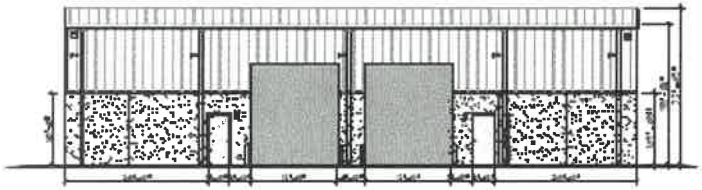

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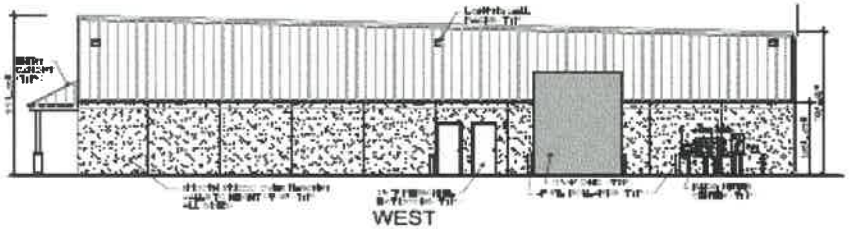

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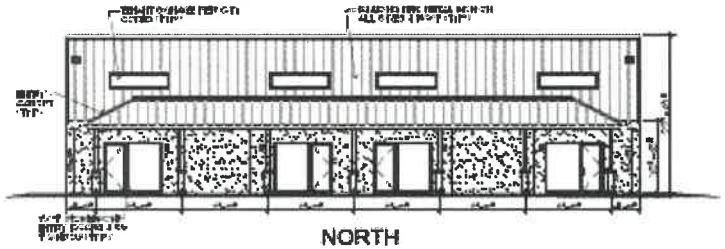
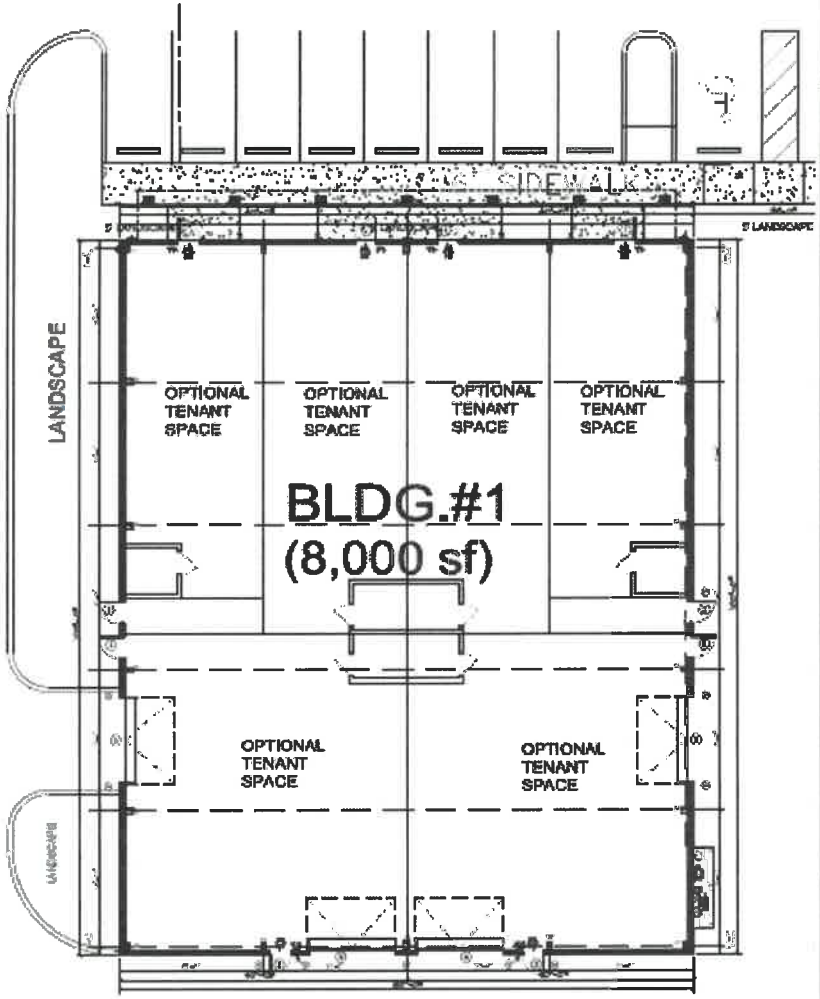


NORTH

BUILDING #1 EXTERIOR ELEVATIONS



BUILDING #1 FLOOR PLAN

AHERN & ASSOCIATES, ARCHITECTS, P.A.

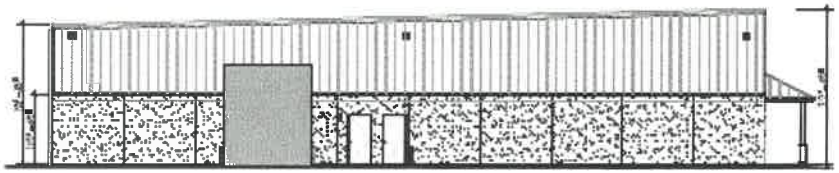
PROJECT TITLE:
COASTAL LAND DEVELOPMENT
MARKET PLACE BUSINESS CENTER
NEW CONSTRUCTION

REV. DATE:

PROJECT: 2019-2152 | ISSUED

SHEET: SD-2

26-AUGUST-2019



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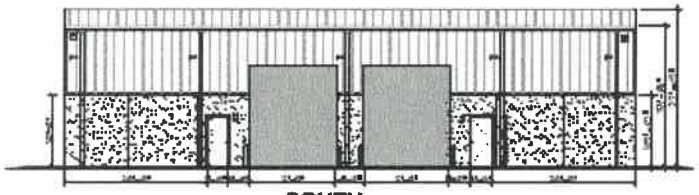

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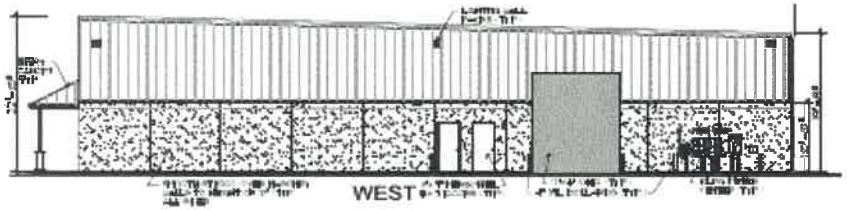
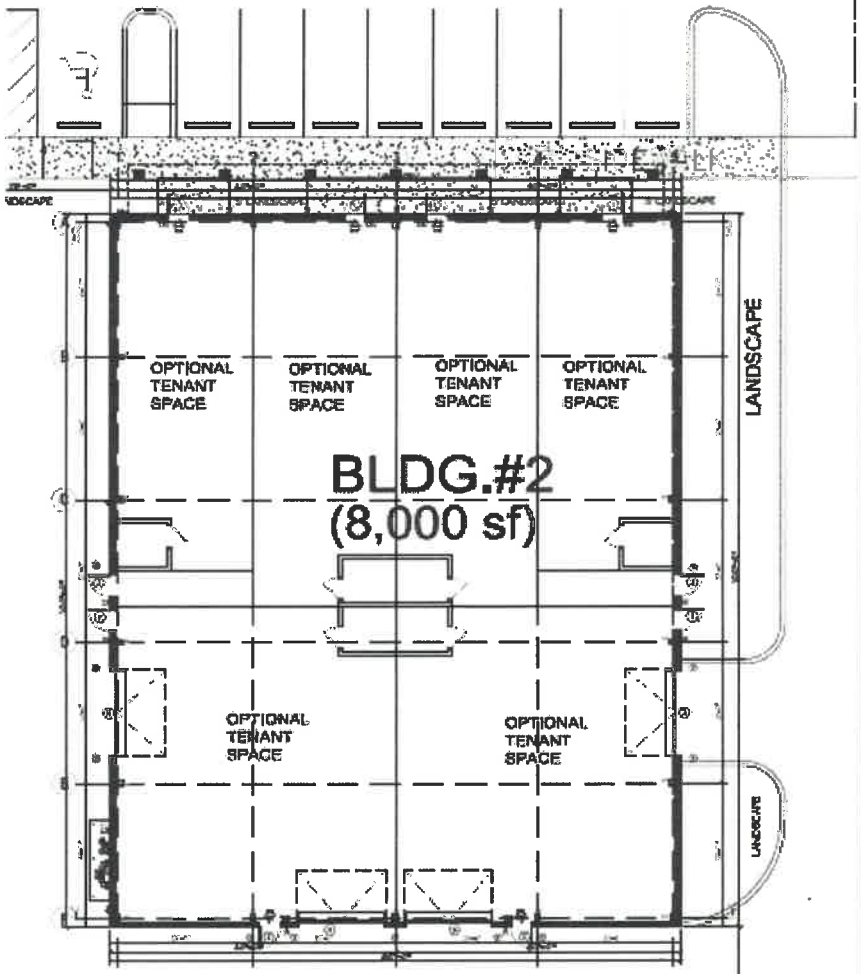


WEST

NORTH

BUILDING #2 EXTERIOR ELEVATIONS



BUILDING #2 FLOOR PLAN

AHERN & ASSOCIATES, ARCHITECTS, P.A.

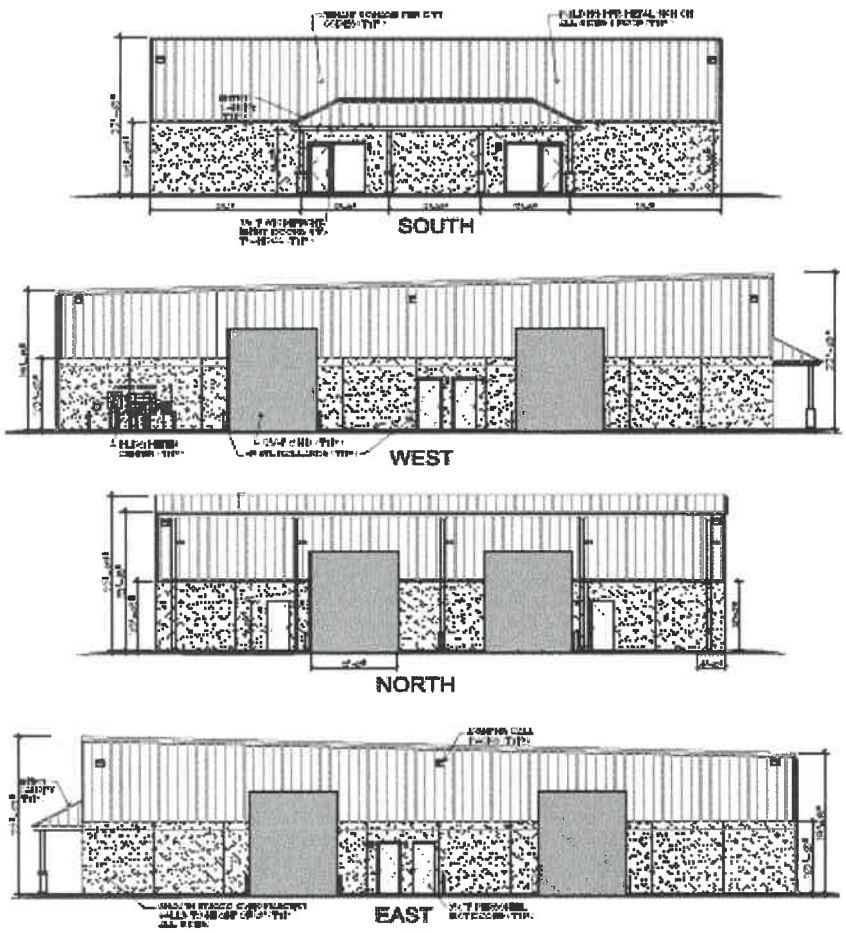
PROJECT TITLE
COASTAL LAND DEVELOPMENT
MARKET PLACE BUSINESS CENTER
NEW CONSTRUCTION

REV. DATE

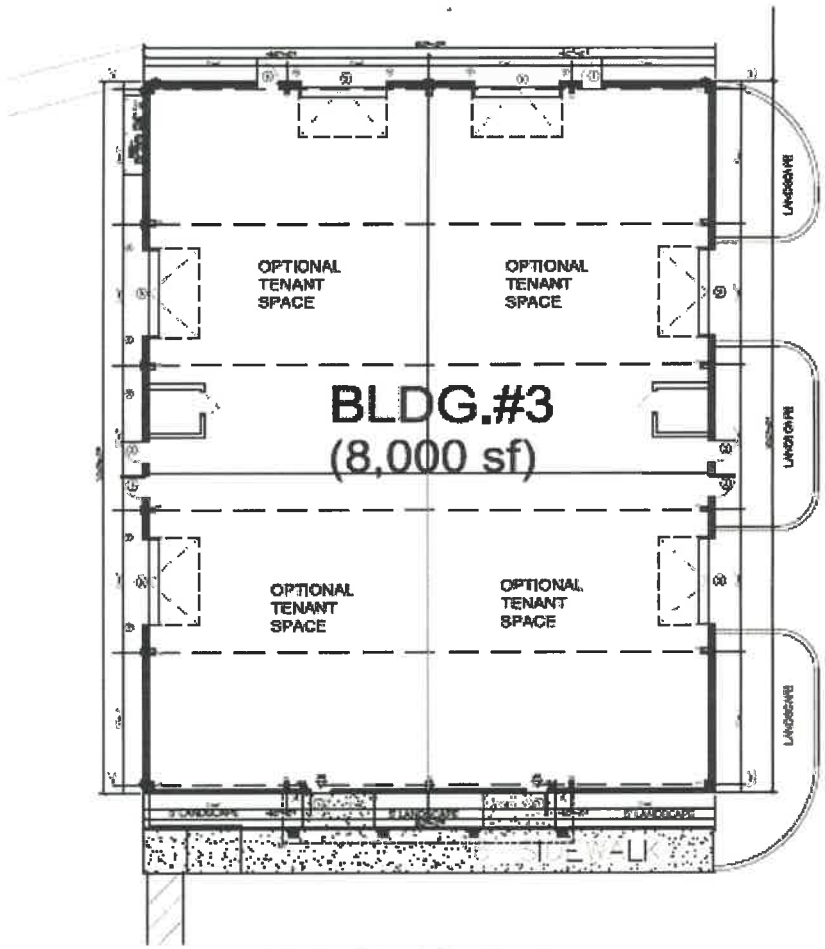
PROJECT 2019-2152 | ISSUED

SHEET
SD-3

26-AUGUST-2019



BUILDING #3 EXTERIOR ELEVATIONS



BUILDING #3 FLOOR PLAN

AHERN & ASSOCIATES, ARCHITECTS, P.A.

© 2019 AHERN & ASSOCIATES, ARCHITECT

PROJECT TITLE
COASTAL LAND DEVELOPMENT
MARKET PLACE BUSINESS CENTER
NEW CONSTRUCTION

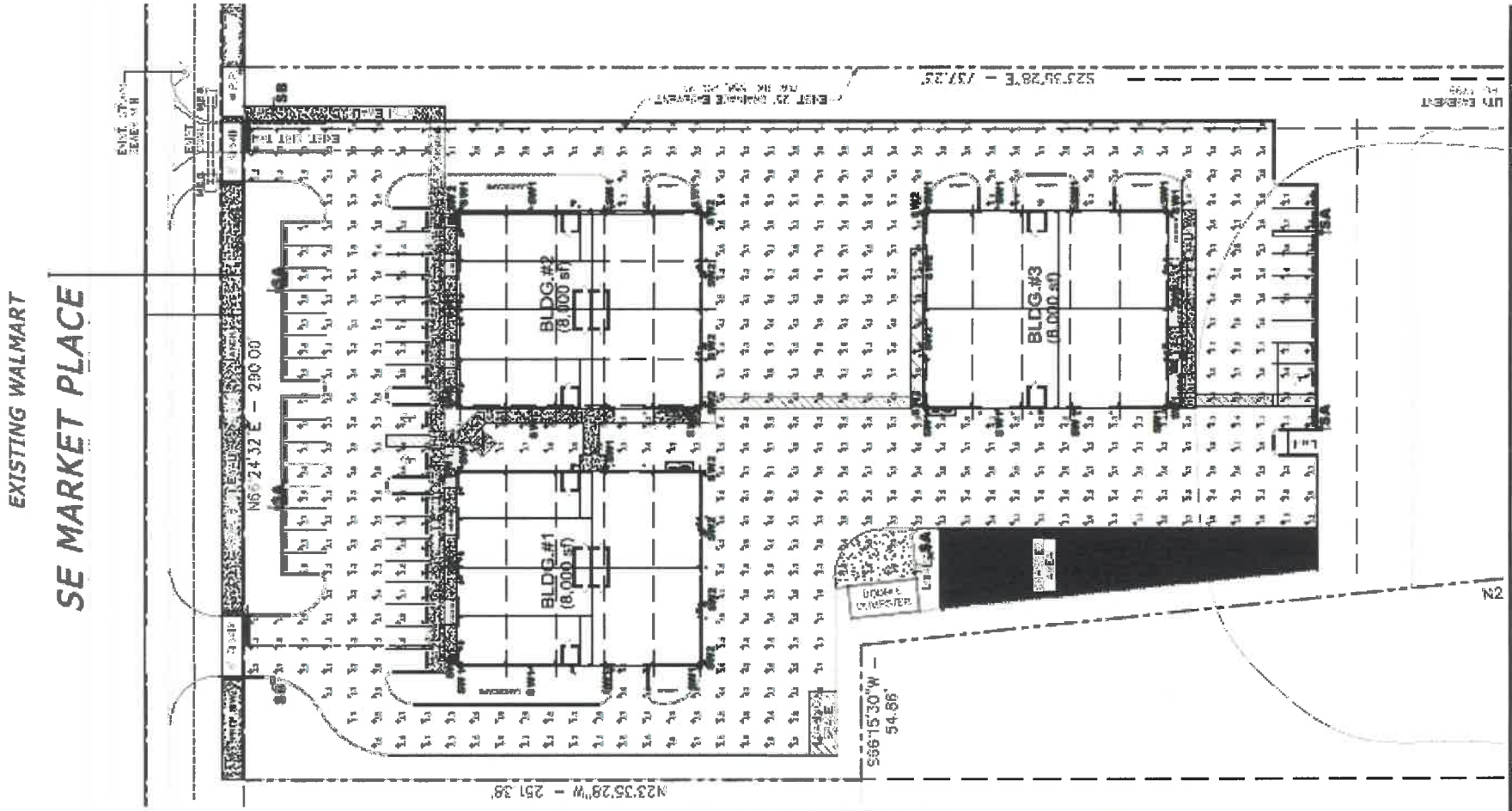
John M. Ahern

REV. DATE

PROJECT 2019-2152 | ISSUED

SHEET SD-4

26-AUGUST-2019



ARCH. SITE LIGHTING PHOTOMETRIC PLAN

Project: COASTAL LAND DEVELOPMENT - SITE STUART, FL

Luminaire Schedule

Qty	Symbol	Label	Arrangement	Description	Lamp	LLF	Total	Watts
4		6A	Single	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2		3A	Single	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
20		SW1	Single	[illegible]	[illegible]	[illegible]	732	73.2
18		SW2	Single	[illegible]	[illegible]	[illegible]	732	73.2

Photometric Calculation Summary

Intrlype	Illum	Avg	Max	Min	Avg/Min	Max/Min
[illegible]	fc	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

ASHKIN & ASSOCIATES ARCHITECTS, P.A.

© 2019 ASHKIN & ASSOCIATES ARCHITECTS, P.A.

PROJECT TITLE:
COASTAL LAND DEVELOPMENT
MARKET PLACE BUSINESS CENTER
NEW CONSTRUCTION

REV. DATE

PROJECT 2019-2053 | ISSUED 22-JAN-2020

SHEET SD-5

SASKOWSKY & ASSOCIATES, INC.
ECOLOGICAL CONSULTANTS
Stuart, Florida

ENVIRONMENTAL ASSESSMENT:
LAKESIDE MARKETPLACE PUD
SE MARKET PLACE
Parcel Control No.:
38-38-41-010-000-00020-8

This Environmental Assessment includes maps and text which depict the site's wetland and upland habitats, if present, previous impacts or any other significant ecological or environmental features present on the subject property:

Legal Description- EXPOSITION, LOT B (LESS BEG NW COR, NE ALG N/LN 470.88, SE 251.38 TO LOT LN, SW 445.14 TO W/LN LOT B, NW 253.86 TO POB. AS DESC IN OR 604/820)

Site Location- The 4.020-acre property is located on SE Market Street, Stuart, Florida. (Sec. 38, T38S, R41E). Please refer to Exhibit "1"-Location Aerial.

Site Description-The subject property was cleared a number of years ago. The subsequent regrowth of vegetation includes a mix of invasive exotic trees and a few native slash pines and cabbage palms. A man-made retention pond (+/- 0.94 acres) and a drainage ditch (south property line) are located on the property. Remnants of homeless camps and piles of trash and debris were noted on site. Please refer to Exhibit "2"-Site Aerial.

Total property- 4.020 acres
Wetlands-0 acres
Uplands-3.08 acres
Retention Pond-0.94 acres
Native upland habitat-0 acres
Preserve Area required-0 acres

Habitats - The following habitats were found to be present on the site;

Wetlands Habitat- There are no wetlands on the subject property. The site was field reviewed for the presence of wetland indicators (hydric soils, wetland vegetation, hydrological indicators). None were found to be present on the site to indicate that a wetland currently exists. The Soils Map of Martin County indicates hydric soils were once present in the area around the subject property and may have existed on the northwest corner of the property line (See Exhibit "3"-Soils Map). However, these wetlands have been filled in and the areas have been developed.

Uplands Habitat-The upland portion of the site consists of invasive exotic vegetation including Australian pine, Ear-leaf acacia, Melaleuca, and Brazilian pepper. Numerous Slash pines are noted onsite with a few cabbage palms and saw palmetto. There is no native upland habitat on the property. A clearing permit was issued by the City of Stuart for the removal of exotic vegetation.

(Habitats continued);

Retention Pond-A 0.94-acre man-made retention pond is located on the subject property.

Protected Species – The following is a list of rare, endangered, threatened, or species of special concern, of both flora and fauna, with the potential to be found on the subject property (based on the Florida Fish and Wildlife Conservation Commision list):

FLORA: None

FAUNA:

Fish: None

Amphibians:

Gopher frog (*Lithobates capito*) SSC; Not observed (Because of habitat destruction, the gopher frog is very rare in its traditional southern range.

Reptiles:

Gopher tortoise (*Gopherus polyphemus*) ST
Florida pine snake (*Pituophis melanoleucus mugitus*) SSC
Eastern indigo snake (*Drymarchon corais couperi*) FT

Birds:

Little blue heron (*Egretta caerulea*) SSC
Snowy egret (*Egretta thula*) SSC
White ibis (*Eudocimus albus*) SSC
Wood stork (*Mycteria americana*) FE
Florida sandhill crane (*Grus canadensis praetensis*) ST

Mammals: None

FT-Federally threatened ST- State threatened SSC-Species of special concern

A gopher tortoise/listed species survey was conducted in accordance with the scientific methodology and techniques outlined in *Wildlife Methodology Guidelines* and in *Ecology & Habitat Protection Needs of Gopher Tortoise Populations Found on Lands Slated for Development in Florida* published by the Florida Wildlife Commission (FWC). Methodology employed was parallel belt transects walked at ten-meter intervals or as otherwise adjusted based on specific site conditions. In addition, while conducting the pedestrian transects through the subject property, any listed species observed was noted.

There were no gopher tortoise burrows located on the subject property. No other listed species of flora or fauna was found to utilize the subject property, nor were any other indicators of listed species noted on the subject property (scat, burrows, nests, dens, etc.) on the day of the gopher tortoise survey.

(Environmental Assessment continued);

Wildlife Observations-This heavily degraded site is not expected to support any significant amount of wildlife other than typical urban species (raccoon, opossum, rats). However, the onsite pond does provide habitat for fish, reptiles and amphibians. In addition, wading birds can be expected to utilize the lake.

Florida Land Use, Cover, & Forms Classification System (FLUCFCS) -The following classification numbers are assigned to the subject property:

740 Disturbed Lands-Disturbed Lands are those areas which have been Changed due primarily to human activities other than mining.

524 Lakes-less than 10 acres (4 hectares) which are dominant features.

Signed:_____ **Date:** 1-13-2020

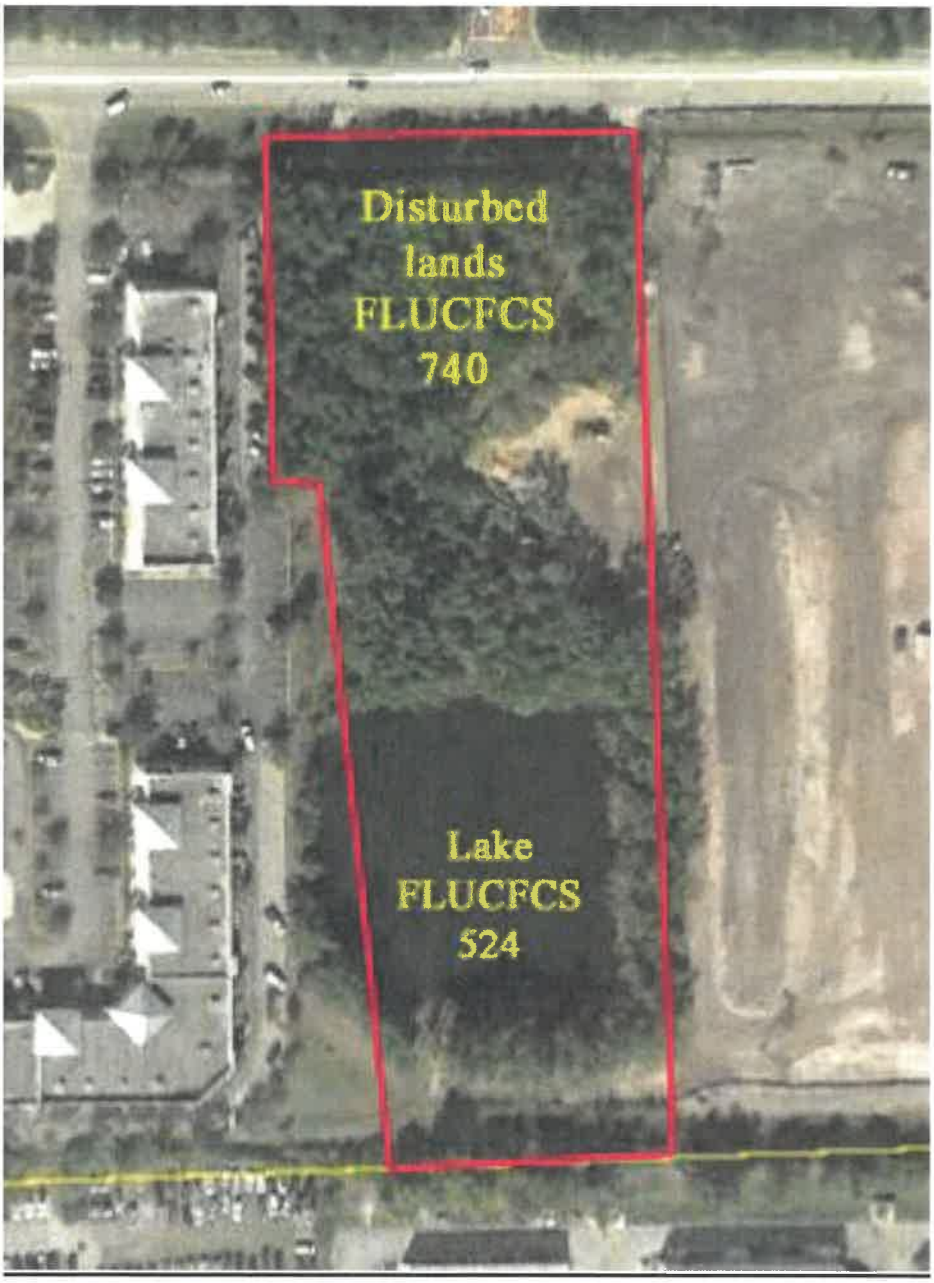
Daniel M. Saskowsky, President, Senior Ecologist
Saskowsky & Associates, Inc.

4639 SE Glenridge Trail **Phone: 772-283-3490 772-708-6641**
Stuart, Florida 34997 **email: dsaskowsky@bellsouth.net**

EXHIBIT "1"-
LOCATION AERIAL
LAKESIDE MARKETPLACE PUD

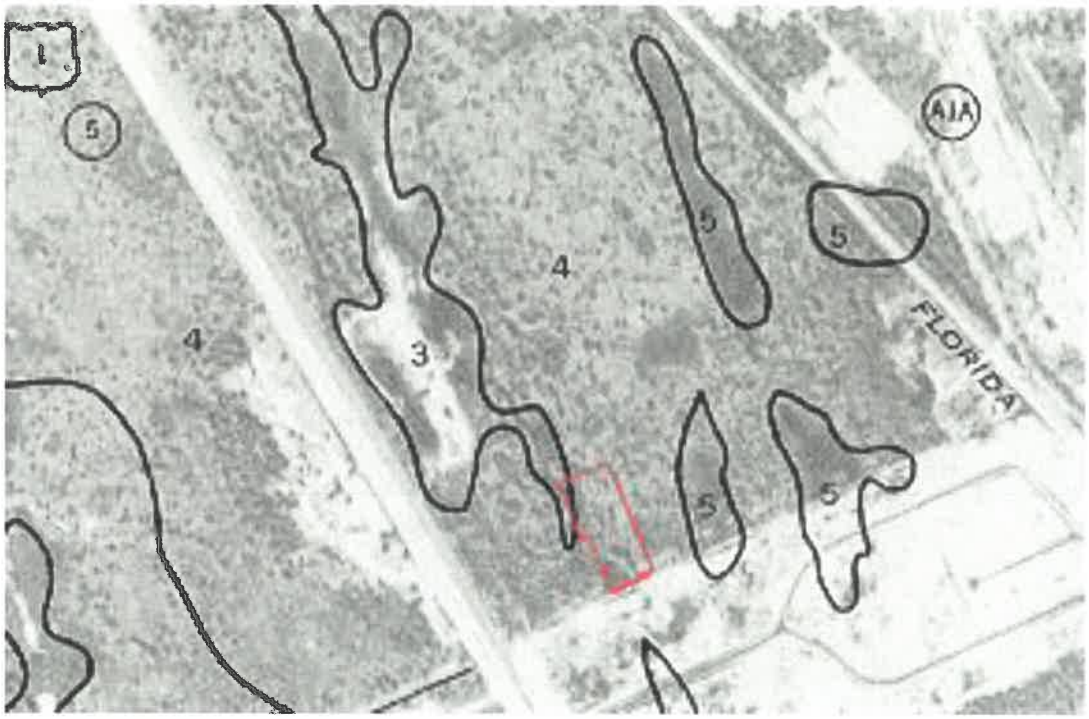
SE Market Place, Stuart, Florida.

EXHIBIT "2"-
SITE AERIAL
LAKESIDE MARKETPLACE PUD



Total property- 4.020 acres
Wetlands-0 acres
Uplands-3.08 acres
Retention Pond-0.94 acres
Native upland habitat-0 acres
Preserve Area required-0 acres

EXHIBIT "3"-
SOILS MAP
LAKESIDE MARKETPLACE PUD



#3-Lawnwood fine sand, depressional
#4-Waveland sand
#5-Waveland sand, depressional

SASKOWSKY & ASSOCIATES, INC.

ECOLOGICAL CONSULTANTS

ECOLOGICAL SURVEYS & ASSESSMENTS
WETLAND DELINEATION & WETLAND MONITORING
PRESERVE AREA MANAGEMENT PLANS
NATIVE LANDS MANAGEMENT
HABITAT RESTORATION

January 6, 2020

Eva Salinas
620 South Meridian Street
Tallahassee, Florida 32399-1600

RE: LAKESIDE MARKETPLACE PUD; SE Market Place, Stuart, Martin County, FL.
PCN; 38-38-41-010-000-00020-8.

Greetings Ms. Salinas;
I am requesting listed species occurrences records and critical habitats information for a project located in Martin County, Florida. The City of Stuart is requesting the information as part of the development review process for this parcel. Please refer to Exhibit "1"-Site Aerials. The 4.020-acre site is located in a commercial/retail section of Stuart. The property does not contain any native upland habitat or wetlands. A man-made retention lake (0.94-acres) is located on the site. Exotic vegetation (Brazilian pepper, ear-leaf acacia, Australian pine, Melaleuca) was removed from the site last year but is rapidly returning. There are no structures on the site. However, remnants of numerous homeless camps were observed.

Thank you.

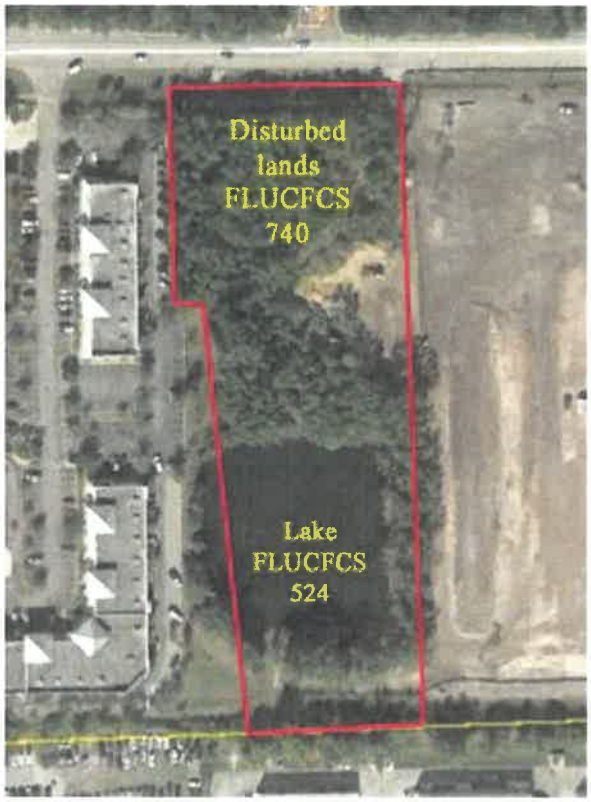
Sincerely,

Daniel M. Saskowsky, President, Senior Ecologist
Saskowsky & Associates, Inc.

4639 SE Glenridge Trail **Phone: 772-283-3490 772-708-6641**
Stuart, Florida 34997 **e-mail: dsaskowsky@bellsouth.net**

EXHIBIT "1"-Site Aerials

PCN; 38-38-41-010-000-00020-8, Martin County



SASKOWSKY & ASSOCIATES, INC.

ECOLOGICAL CONSULTANTS

ECOLOGICAL SURVEYS & ASSESSMENTS
WETLAND DELINEATION & WETLAND MONITORING
PRESERVE AREA MANAGEMENT PLANS
NATIVE LANDS MANAGEMENT
HABITAT RESTORATION

January 6, 2020

Cody VanderPloeg
Archaeological Data Analyst
Florida Master Site File
500 South Bronough Street
Tallahassee, FL 32399-0250

RE: SE Market Place, Stuart, Martin County. PCN; 38-38-41-010-000-00020-8.

Greetings Mr. VanderPloeg;
I am inquiring about any historical or archeological considerations in the area of the subject project site. The City of Stuart is requesting the information as part of the development review process for this parcel. Please refer to Exhibit "1"-Site Aerial. Thank you.

Sincerely,

Daniel M. Saskowsky, President, Senior Ecologist
Saskowsky & Associates, Inc.

4639 SE Glenridge Trail	**Phone: 772-283-3490 772-708-6641**
Stuart, Florida 34997	**e-mail: dsaskowsky@bellsouth.net**

EXHIBIT "1"-Site Aerial

PCN; 38-38-41-010-000-00020-8, Martin County

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 6/24/2024 **Prepared by:** Joseph Tumminelli

Title of Item:
B/A #11-2024, FDLE S.A.F.E. GRANT (RC):

RESOLUTION No. 57-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #11-2024 TO THE FISCAL YEAR 2024 OPERATING BUDGET AND AUTHORIZING GRANT EXPENDITURES FOR THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT'S STATE ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E.) IN FLORIDA PROGRAM, PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
The Florida Department of Law Enforcement (FDLE) State Assistance for Fentanyl Eradication (S.A.F.E.) Program provides grant funds to recipients for the purposes provided for herein, which will benefit the City of Stuart Police Department to conduct investigations and related actions intended to combat illegal Fentanyl activity. The Stuart Police Department has been awarded $64,000.00. Approval of the budget amendment will authorize the Police Department to utilize the funds in accordance with the grant.

Funding Source:
N/A

Recommended Action:
Move approval for Resolution #57-2024.

ATTACHMENTS:
1. R57-2024 BA No.11 for FDLE SAFE Grant Award
2. R57-2024 Attachment 2024-06-06 - Supplemental Approved Funding Request for $64,000
3. R57-2024 Attachment Executed Financial Agreement (SF041)

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 57-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #11-2024 TO THE FISCAL YEAR 2024 OPERATING BUDGET AND AUTHORIZING GRANT EXPENDITURES FOR THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT'S STATE ASSISTANCE FOR FENTANYL ERADICATION IN FLORIDA PROGRAM, PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

* * * * *

WHEREAS, the Florida Department of Law Enforcement (FDLE) State Assistance for Fentanyl Eradication (S.A.F.E.) Program provides grant funds to recipients for the purposes provided for herein, which will benefit the City of Stuart Police Department to conduct investigations and related actions intended to combat illegal fentanyl activity; and

WHEREAS, the City of Stuart Police Department's strategy relating to illegal Fentanyl activity will align with the missions of FDLE and the S.A.F.E Program; and

WHEREAS, the City continues to implement strategies to improve the safety of all residents, through investigation and other actions related to eradicating illegal Fentanyl activity; and

WHEREAS, the City of Stuart Commission approved Resolution 119-2023 on November 27, 2023, allowing the City of Stuart Police Department to submit an application to the FDLE S.A.F.E. Program; and

WHEREAS, the City of Stuart, Florida has been awarded grant funds in the amount of $64,000.00 from the Florida Department of Law Enforcement (FDLE) State Assistance for Fentanyl Eradication (S.A.F.E.) Program; and

WHEREAS, the City of Stuart, Florida Police Department is a full-service police agency and has full authority to enter into this agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITYOF STUART, FLORIDA, AS FOLLOWS:

SECTION 1: The foregoing precatory language is incorporated herein, as if set forth below.

SECTION 2: The City of Stuart Commission authorizes acceptance of reimbursement grant funds in the amount of $64,000.00 from the Florida Department of Law Enforcement for the SAFE Program:

Grant Funds Received $64,000 (001-33420-000) State Grant – Public Safety

$ 5,000.00 (190-53531-192) Undercover/Confidential Payments
$ 45,000.00 (001-51514-190) Overtime
$ 14,000.00 (001-53552-190) Operating Supplies
$64,000.00 Total

SECTION 3: The City Commission further authorizes the Police Department to allocate the awarded funds in accordance with the terms of the grant and the provision of any services rendered thereby.

SECTION 4: This Resolution shall take effect upon adoption.

(The Remainder of This Page is Left Intentionally Blank)

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
REBECCA S. BRUNER, MAYOR				
CAMPBELL RICH, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

ADOPTED this 24th day of June, 2024.

ATTEST:

_____
MARY R. KINDEL, MMC
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

FUNDING REQUEST –

FY23-24 STATE FINANCIAL ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E.) IN FLORIDA PROGRAM

PROJECT ACTIVITIES AND TIMELINE

Grant funds will be used to conduct investigations designed to combat illegal fentanyl activity as approved by the S.A.F.E. Executive Board. The Recipient will be responsible for the tasks and activities defined in the requested case, referenced below.

DESCRIPTION AND/OR CASE NAME	BUDGET REQUEST AMOUNT	ANTICIPATED START DATE	ANTICIPATED COMPLETION DATE
Fentanyl Investigations	$64,000	01/15/2024	06/30/2024

☐ Initial Request ☒ Supplemental Request

BUDGET

Is this case being funded by another agency, grant, or other funding source?

☒ No

☐ Yes (please provide details below)

To support the activities defined in the referenced case, check any categories below that are anticipated costs:

☒ Overtime for personnel (including overtime fringe benefits)

☐ Travel Costs

☐ Supplies ☐ Contractual Services (transcription services, etc.)

☒ Equipment

☐ Training

☒ Other Costs (Title III Cost Details, Undercover Payments, etc. Explain below.):

Undercover Payments, Confidential Funds $5,000

Pre-approval for equipment and trainings is required. Please include as much information as possible in the description. Outside of investigative costs, priority will be given to send fiscally constrained counties to the appropriate drug investigation trainings.

CATEGORY	DESCRIPTION	TOTAL COST
Equipment (OCO)	Camera w/ telephoto lens for surveillance $10,000 Portable light/siren kit x2 $4,000	
Training		
Equipment/Trainings Request Subtotal (this subtotal should be part of the total budget amount above)	**Equipment = $14,000** **Training = $0**	**$14,000**

RECIPIENT CONTACT INFORMATION

RECIPIENT GRANT MANAGER		RECIPIENT CHIEF OFFICIAL		RECIPIENT CHIEF FINANCIAL OFFICER	
Name:	Jacqueline May	Name:	Rebecca Bruner	Name:	Louis Boglioli, III
Title:	Grants Administrator	Title:	Mayor	Title:	Financial Svcs. Director
Address:	121 SW Flagler Ave. Stuart, FL 34994	Address:	121 SW Flagler Ave. Stuart, FL 34994	Address:	121 SW Flagler Ave. Stuart, FL 34994
Phone:	772-600-1244	Phone:	772-288-5312	Phone:	772-288-5324
Email:	jmay@ci.stuart.fl.us	Email:	bbruner@ci.stuart.fl.us	Email:	lboglioli@ci.stuart.fl.us

AGENCY INFORMATION

Agency Name:	City of Stuart
FEID/FEIN:	59-6000433
Remittance Address:	121 SW Flagler Ave. Stuart, FL 34994

ATTEST:

MARY R. KINDEL, CITY CLERK

I hereby certify that I have reviewed the request above and find them necessary for program activities. I am the signing authority or have been delegated as such by the appropriate official. Information regarding the signing authority is available for review if needed.

Recipient Chief Official or Designee Signature

4/18/2024
Date

Rebecca Bruner, Mayor
Recipient Chief Official or Designee Printed Title and Name

FOR FDLE USE

FDLE Case #:

Approved Amount:

Comments:

FDLE Special Agent in Charge (SAC) Signature

5/17/2024
Date

SAC John Vecchio
FDLE SAC Printed Name

FDLE S.A.F.E. Executive Board Member Signature

Date

FDLE S.A.F.E. Executive Board Member Printed Title and Name

STATS

5 - Arrests
4 - SW
4 - UC Buys

46 grams Cannabis
25.7 Fentanyl
1 handgun

Financial Assistance Agreement between the Florida Department of Law Enforcement And City of Stuart

Recipient:	City of Stuart
FLAIR Vendor ID:	F59-6000433
Project Period:	07/01/2023 – 06/30/2024
Project Title:	FY23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) in Florida Program
Agreement Number:	2023-SAFE-SF-041
CSFA Catalog Number:	71.122

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and City of Stuart (herein referred to as "Recipient" or "Participating Agency"); and

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 4, Specific Appropriation 1272, Grants and Aids – S.A.F.E in Florida Program, provides $15,000,000 in nonrecurring funds from the General Revenue Fund and $5,000,000 in nonrecurring funds from the Operating Trust Fund for the State Assistance for Fentanyl Eradication (S.A.F.E.) in Florida Program for the Recipient to be reimbursed for the eligible costs outlined in this agreement; and

WHEREAS, the Department may pay for services or equipment on behalf of the Recipient, the value of these payments will be considered State Financial Assistance to the Recipient and should be reported as such by the Recipient; and

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and does offer to perform such services; and

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

To receive S.A.F.E. funds, the Recipient will submit a Case Request form to the S.A.F.E. Executive Board for approval of funding for each individual case. Upon approval of the case for funding, the Recipient shall submit a Funding Request form showing estimated expenditures and the amount of funding requested.

Monthly, the Recipient will submit a Reimbursement Request to receive payment for expenditures incurred the previous month.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services. Any travel paid from this agreement will be in accordance with State of Florida travel guidelines, including maximum rates for per diem, mileage, and lodging rates.

OVERVIEW AND FUNDING

Project Title: FY23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) in Florida Program

Project Start Date: 07/01/2023 **Project End Date:** 06/30/2024

Program Activities and Scope of Work

Grant funding is available to conduct investigations designed to combat illegal fentanyl activity. This grant provides reimbursement for approved fentanyl-related investigative operations, which may include: overtime and related benefits; relevant travel and/or training costs; purchase of investigative supplies and equipment; relevant contractual services; and for other costs associated with cases focusing on fentanyl eradication.

Available funds will be distributed based on the operational needs of each agency's investigations as approved by the S.A.F.E. Executive Board.

Deliverables, Performance and Reports

Recipient agencies will conduct operations during the 2023-2024 state fiscal year according to the signed Mutual Aid Agreement (MAA). Activities shall be considered authorized only when approved by the S.A.F.E. Executive Board. The Recipient shall maintain activity logs that demonstrate the involvement of specific employees or agents provided by the parties to this agreement.

The deliverables for this agreement are the completion of one or more of the activities listed in the Scope of Work. The minimum performance for these activities will be determined based on the needs of each investigation.

Documentation of performance and deliverables will consist of signature certification by the Regional Special Agent in Charge (SAC) on each payment invoice. FDLE will approve the specific required services and activities and associated costs based on the nature of each investigation. Active criminal intelligence information, active criminal investigative information, and information revealing surveillance techniques, procedures, or personnel are exempt from public records disclosures under section 119.071(2), F.S.; therefore, specific activities will not be detailed in this agreement or subsequent performance or expenditures reports.

Distribution and Payments

This award is a cost-reimbursement agreement, with the ability to advance, for eligible costs incurred during the term of the agreement for satisfactory performance of eligible activities described in the Budget Narrative. Only project costs incurred on or after the start date, and on or prior to the end date are eligible for reimbursement. Expenditures must be supported with documentation and verified prior to payment.

The parties agree that all expenditures of state financial assistance must be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.

The parties agree that any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE.

Budget Narrative

Requests for payment will be processed and paid subject to FDLE approval.

Overtime (Salaries and Benefits):

Grant funds will be used to pay overtime or straight-time pay in excess of Recipient personnel's contracted regular pay hours for participating in the S.A.F.E. in Florida Program. Employer portion of FICA and retirement may be requested for reimbursement on overtime expenses.

In order to receive reimbursement, the Recipient will provide supporting backup documentation for all overtime costs, to consist of timesheets supporting time worked was in excess of the individual's regular pay and contracted hours, payroll records supporting the amount of personnel costs paid, and time/activity records supporting time worked were for approved S.A.F.E. in Florida Program activities.

Expense – (Travel and Training):

Grant funds may be used to pay training registration and/or travel costs for agency members participating in FDLE-approved training in direct support of S.A.F.E. in Florida Program operations. Fees for certification are unallowable under this Agreement.

Training and/or Travel costs funded under this Agreement must receive **pre-approval** from FDLE using the Funding Request form. In order to receive reimbursement for training and/or travel, the Recipient shall submit the signed form as preapproval documentation with the Recipient's request for reimbursement. Failure to provide the signed approval request at the time of reimbursement will result in the training and/or travel costs being deemed unallowable.

All expenditures related to travel will not exceed amounts specified in section 112.061, F.S., or other State of Florida travel guidelines. In order to receive reimbursement for training/travel costs, the Recipient must complete the State of Florida Travel Voucher and provide supporting documentation, including but not limited to: agendas, completion certificates, registration confirmations, lodging receipts, transportation receipts, etc.

Contractual Services, Equipment, Supplies, and Other Costs:

Grant funds may be used to reimburse equipment, supplies, and other costs directly related to S.A.F.E. in Florida Program operations, as pre-approved by the S.A.F.E. Executive Board.

In order to receive reimbursement for equipment, supplies, and other costs, the Recipient must provide supporting backup documentation, including but not limited to: Funding Request form with FDLE approval signature, invoices, payment receipts, etc.

ADMINISTRATION

For assistance with any contract or financial issues, the Florida Department of Law Enforcement can contact:

Recipient Contract/Grant Manager

Name: JACQUELINE MAY
Title: GRANTS ADMINISTRATOR
Address: 121 SOUTHWEST FLAGLER AVENUE, STUART, FLORIDA 34994
Phone: 772-600-1244
Email: JMAY@CI.STUART.FL.US

Recipient Financial Contact

Name: LOUIS BOGLIOLI, III
Title: FINANCIAL SERVICES DIRECTOR
Address: 121 SOUTHWEST FLAGLER AVENUE, STUART, FLORIDA 34994
Phone: 772-288-5324
Email: LBOGLIOLI@CI.STUART.FL.US
Agency FEID Number: F59-6000433
Remit Address: 121 SOUTHWEST FLAGLER AVENUE
STUART, FLORIDA 34994

Fiscal Year 2023-2024 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

Section I: Project Implementation

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

Section II: Payments

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding: Advance funding may be provided to a subrecipient upon completion and submission of a Cash Advance Request form to the Department. The request must be signed by the Chief Financial Officer or the Chief Financial Officer designee. Advance funding should be requested only when the Subrecipient has an imminent and specific need to expend project funds. Cash advances must be spent on project costs within 30 days of receipt. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, a written request to retain the funds must be provided by the recipient and approved by the Department. An expenditure claim for advance funding must be submitted to the Department within 45 days of advance funding receipt.

Section III: Project and Grant Management

Personnel Changes: The recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are

eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

Section IV: Mandatory Disclosures

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

Section V: Compliance with Statutes, Rules, and Regulations

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through

appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged

against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

Section VI: Records, Audits, and Information Security

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the Recipient must have a single audit or project-specific

audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
BSP Office of Planning and Budgeting
ATTN: Nathan Pate
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions

of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

Section VII: Penalties, Termination, Dispute Resolution, and Liability

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

AWARD SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Corrections on this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Business Support Program

Bureau Chief Signature: Jennifer Miller

Printed Name and Title: Jennifer Miller, Bureau Chief

Date: 1/22/2024

Recipient
City of Stuart

Agency Head/Chief Official Signature: Rebecca L Bruner

Printed Name and Title: Rebecca Bruner, Mayor City of Stuart, Florida

Date: 1/17/2024

THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 6/24/2024 **Prepared by:** Alaina Knofla

Title of Item:
AWARD OF WO#1 TO RFQL#2023-400, ROOFING CONTRACT (RC):

RESOLUTION No. 58-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPROVE THE AWARD OF WORK ORDER NO. 1 TO RFQL# 2023-400, ROOF REPLACEMENT TO REPLACE ROOF OF EXISTING METAL BUILDING LOCATED AT THE PUBLIC WORKS COMPLEX TO THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER, NOT TO EXCEED $126,160.00 TO ADVANCED ROOFING, INC. OF FORT LAUDERDALE, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
The Stuart City Commission previously awarded Request for Qualification No. 2023-400, City Wide Roofing Contract on April 24, 2023, by Resolution No. 34-2023 to the top three (3) most qualified firms, The Roof Authority, Waterproofing Technologies, and Advanced Roofing. The intent of this solicitation was to pre-qualify contractors for various jobs within the City on an as-needed basis. Only those pre-qualified contractors are invited to submit a bid for the repair and/or replacement of roofs by issued work order.

Each firm was notified of the roof replacement of a shed at the Public Works Complex by work order on March 20, 2024. There were two bids received, from The Roof Authority and Advanced Roofing, Inc., by the bid opening date and time of 11:30 pm, April 5, 2024. The lowest most responsive bid was from Advanced Roofing, Inc. of Fort Lauderdale, Florida with a total unit price bid amount of $126,160.00.

Funding Source:
00153546170

Recommended Action:
Adopt Resolution No. 58-2024

ATTACHMENTS:
1. R58-2024 Award of WO1 to RFQL 2023-400 (2)
2. R58-2024 Backup Advanced Submittal

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 58-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPROVE THE AWARD OF WORK ORDER NO. 1 TO RFQL# 2023-400, ROOF REPLACEMENT TO REPLACE ROOF OF EXISTING METAL BUILDING LOCATED AT THE PUBLIC WORKS COMPLEX TO THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER, WITH NOT TO EXCEED $126,160.00 TO ADVANCED ROOFING, INC. OF FORT LAUDERDALE, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City entered into the competitive Request for Qualification process in order to solicit licensed firms or individuals to provide roofing services pursuant to a contract on an as needed basis.

WHEREAS, the City chose four firms to award said contract, and the contract states each firm would receive a work order for specified roof to bid. The work order was sent to the top ranked firms and the City received two proposals in response thereto. A purchase order will serve as the contract.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the award of WO#1 to #2023-400: Roofing Contract, subsequent to review and approval by the City Attorney, not to exceed $126,160.00 with the top ranked firm, Advanced Roofing, Inc. of Fort Lauderdale, Florida.

SECTION 2: This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
REBECCA S. BRUNER, MAYOR				
CAMPBELL RICH, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

ADOPTED this 24th day of June, 2024.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

April 12, 2024

Alaina Knofla
City of Stuart
121 SW Flagler Ave
Stuart, FL 34994

Re: Work Order #1 (RFQL#2024-400): Stuart Public Works - Big Shed

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, materials, tools, equipment and proper insurance with excess liability up to twelve (12) million dollars. Our scope of work includes a McElroy metal roof system, or equal, based on RFQL#2024-400 WO#1 dated 3/20/24 and Addenda #1-3. Pricing is as follows:

Price: $124,325.00
Add for P&P Bond: $1,835.00

Scope of Work (5,200 SF)

1. Rip the existing metal roof system down to the existing open framing.
2. Furnish and install supplemental purlins at locations required to meet approval uplift pressures.
3. Roof System proposed: McElroy 24 Ga Kynar R-Panel exposed fastener roof panel per local building code and FL1747-R18. All detail work to be done in accordance with manufacturer standard details.
4. Shop fabricate and install 24 Ga. Kynar standard color edge metal per manufacturer's details.

Clarifications and Inclusions

1. Proposal includes normal day working hours. Night and after-hours work will include additional charges.
2. Equipment loading for roof work is included in bid.
3. Proposal includes all required material sales tax.
4. Proposal is based upon manufacturer's standard color for kynar finish metals. If premium or metallic colors are desired, additional costs will apply.
5. A standard Kynar finish warranty is included in the bid.
6. A two-year (2) contractor's warranty is included in this proposal.

Exclusions

1. Replacement of existing rusted purlins (See unit price).
2. Any prevailing wages, certified payroll or Davis Bacon Determination Wage Rates.
3. Any Textura fees as bidding documents do not indicate that Textura is being utilized.
4. Any mechanical, plumbing, electrical work.
5. Any rough carpentry work
6. Any gutters or downspouts.
7. Any fixed roof access ladders or metal stair work.
8. Any metal gauge thicker than 24 Ga.
9. Standing seam roof panels as addendum #3 indicates a screw down panel is desired.
10. Any weathertight warranty as none is available for this type of roof panel.
11. Skylight as they are to be deleted per addendum #3.
12. Anything other than what is stated above in the base bid scope of work.

Unit Prices

1. Replace rusted purlins: $85.00 per LF

Due to long lead time for material deliveries and extreme volatility in material prices, Contractor cannot guarantee the price of materials necessary for the completion of the Work. If, subsequent to the execution of this Agreement, there are any unavoidable casualties, material shortages, manufacturer or supplier mandated upcharges on materials, or any other events beyond Contractor's control that cause an increase in the price of the materials used in the performance of the Work, which include but is not limited to, tar, asphalt, asphalt-related products, steel, metal, plywood, insulation, flashings, membranes, tiles, sealants, or fasteners, the Contract Sum shall be equitably adjusted to account for those unforeseen costs. In an effort to mitigate future price escalations, Contractor shall require, and Owner/Customer agrees to pay, a deposit of twenty-five percent (25%) of the Contract Sum within ten (10) days of execution of this Agreement. Contractor acknowledges and agrees that the deposit shall be used exclusively for the purchase of materials that are anticipated to be used for the Work.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,
Miranda O'Bryan
Miranda O'Bryan
Roofing Estimator

City of Stuart

121 SW Flagler Avenue
Stuart, FL 34994
Phone: 772-288-5320
www.cityofstuart.us

WORK ORDER

W.O. # : 1
W.O. Date : 3/20/2024

Requested By: Milton Leggett, Public Works Director
Department: Public Works

RFQL #2024-400: City Wide Annual Roofing Repair and Replacement

NOTICE OF SOLICITATION	CONTRACTOR
The City of Stuart is requesting re-roof removal of existing metal panels and haul all trash and debris. Supply and install Metal Galvalume Plus Standing Seam roof system, or similar product including all materials needed to complete a water tight roof system. Supply and install boots for all vents. Supply information on warranty coverage. Price must include permit cost. Roof is located at 407 Martin Luther King Blvd.	**Advanced Roofing**

Bids Due: **April 12, 2024 no later than 11:30 AM you may email submittals to purchasing@ci.stuart.fl.us.**
Please indicate on submittal/Subject line to email WO#1

You may also mail or hand deliver your WO to 301 SE Ocean Blvd, Suite 204 Stuart, Florida 34994 ATT: Purchasing

STATEMENT OF WORK

Public Works Complex: 407 Martin Luther King Blvd (Big Shed)
Pricing to include the following:

The City of Stuart is requesting re-roof removal of existing metal panels and haul all trash and debris. Supply and install Metal Galvalume Plus Standing Seam roof system, or similar product including all materials needed to complete a water tight roof system. Supply and install boots for all vents. Supply information on warranty coverage.

All site visits prior to WO sumbittal are upon request, please contact Purchasing at 772-288-5320.

Please submit questions to purchasing@ci.stuart.fl.us

ADDITIONAL COMMENTS

All pricing included under lump

PAYMENT AND PERFORMANCE BONDS: The successful proposer, when awarded a contract valued at $50,000.00 or more, will be required to furnish payment and performance bonds with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

ALTERNATE BID UNIT PRICE FOR PURLINS (This City has the right to deny alternate bid)	$85.00 per LF
BID TOTAL	$126,180.00

Authorized Signature: _____ **Date:** 04.12.2024
Robert P. Kornahrens, President

City of Stuart

Date: March 25, 2024

To: Prospective Bidders

Subject: **Addendum #1 to RFQL# 2023-400-WO#1: Complex Shed**

ADDENDUM #1

The purpose of this addendum is to change the due date from Friday March 29, 2024 to:

FRIDAY APRIL 5, 2024, 11:30AM
SUBMITTALS MUST BE EMAILED TO
PURCHASING@CI.STUART.FL.US
NO LATER THAN THE DUE DATE.

All other terms and conditions of this WORK ORDER remain unchanged.
This Addendum shall be considered an integral part of the Work Order and this Addendum must be acknowledged, signed and returned with your submittal **by 11:30AM on April 5, 2024.** Failure to comply will result in disqualification of your bid.

Alaina Knofla
Procurement Coordinator

Acknowledge is hereby made of Addendum #1 to ITB #2023-400 WO#1: Complex Shed

Robert P. Kornahrens
Signature

Advanced Roofing, Inc.
Firm

04.12.2024
Date

MirandaO@advancedroofing.com
Email Address

City of Stuart

Date: March 26, 2024

To: Prospective Bidders

Subject: **Addendum #2 to RFQL# 2023-400-WO#1: Complex Shed**

ADDENDUM #1

The purpose of this addendum is to change the due date from Friday March 29, 2024 to:

FRIDAY APRIL 12, 2024, 11:30AM
SUBMITTALS MUST BE EMAILED TO
PURCHASING@CI.STUART.FL.US
NO LATER THAN THE DUE DATE.

New work order attached adding alternate bid for purlins.

All other terms and conditions of this WORK ORDER remain unchanged.
This Addendum shall be considered an integral part of the Work Order and this Addendum must be acknowledged, signed and returned with your submittal **by 11:30AM on April 12, 2024.** Failure to comply will result in disqualification of your bid.

Alaina Knofla
Procurement Coordinator

Acknowledge is hereby made of Addendum #2 to ITB #2023-400 WO#1: Complex Shed

Robert P. Kornahrens	Advanced Roofing, Inc.
Signature	Firm
04.12.2024	MirandaO@advancedroofing.com
Date	Email Address

City of Stuart

Date: April 1, 2024

To: Prospective Bidders

Subject: **Addendum #3 to RFQL# 2023-400-WO#1: Complex Shed**

ADDENDUM #3

The purpose of this addendum is to clarify the following questions:

1. Are the skylights to be installed in the same locations with the new roof or deleted?
   NO
2. Is the roofer to include the additional supplemental purlins between the existing that are required to meet code approvals?
   Yes
3. Please provide a basis of design panel.
   24-gauge roof panel
4. Are you looking for a standing seam panel like PAC-Tite Loc Plus?
   The standard screw down
5. What metal thickness are you looking for? Is 24 Ga Kynar Steel, ok?
   24 gauge
6. What Panel width are you looking for? Is 18" wide ok?
   Yes
7. Are new gutters and downspouts to be included?
   No
8. Are you looking for a manufacturer's weathertight warranty to be included? If so, how many years?
   Yes, standard warranty.
9. What is the roof height at the eave?
   From ground to eave is 14'

All other terms and conditions of this WORK ORDER remain unchanged.
This Addendum shall be considered an integral part of the Work Order and this Addendum must be acknowledged, signed and returned with your submittal **by 11:30AM on April 12, 2024.** Failure to comply will result in disqualification of your bid.

Alaina Knofla
Procurement Coordinator

Acknowledge is hereby made of Addendum #2 to ITB #2023-400 WO#1: Complex Shed

Robert P. Kornahrens	Advanced Roofing, Inc.
Signature	Firm
04.12.2024	MirandaO@advancedroofing.com
Date	Email Address

Contract Terms & Conditions

The following provisions form part of the contract between the parties hereto. Advanced Roofing, Inc. will be referred to as "Advanced":

GUARANTEE: Unless otherwise provided in the body of this contract, re-roofing jobs are guaranteed by ARI Insurance, Inc. for two years, the premium for which is included in the contract amount. The guarantee covers any defect in workmanship or in materials supplied by Advanced which cause a leak to the premises. The guarantee does not cover actions beyond the control of Advanced, including but not limited to windstorms, hurricanes, tornados, lightning, plant or animal life, such as termites, damage caused by Owner or other parties, or work done by parties not under the control of Advanced. Mechanical and electrical modifications are not part of Advanced 's responsibility unless included in the scope of work otherwise described herein. Advanced's total liability under this guarantee shall not exceed the lesser of (a) the cost to return the roof to a watertight condition or (b) the contract amount paid to Advanced pursuant to the terms of this contract. In no event shall Advanced's liability under this contract extend to consequential damages. Claims made under this guarantee shall be made to ARI Insurance, Inc. c/o Advanced Roofing, Inc. Advanced Roofing is authorized to photograph the property in order to determine the scope of services, marketing, or other purposes associated with the project.

CLAIMS: All claims for nonfulfillment of the contract shall be made within 30 days from completion of the work. Advanced reserves the right to correct any condition for which it is responsible including damage to other property. In the event others repair or attempt to repair any problem with the work done by Advanced, unless authorized by Advanced in writing, all guarantees and warranties associated with this project shall be void and of no other further force and effect. Advanced shall not be liable for any cost of work or repairs to its work done by others unless previously authorized by Advanced in writing.

PAYMENT: Owner has represented to Advanced that it has the funds available to make payment and has further agreed to supply financial records satisfactory to Advanced, prior to commencement of construction. Owner agrees that, if requested to do so by Advanced, Owner shall complete a credit application authorizing Advanced to investigate the credit worthiness, credit history and/or financial responsibility of Owner. If Advanced in its sole discretion is not satisfied with Owner's current or future ability to pay, or Owner fails to complete a credit application, Advanced may terminate this contract without penalty. Final payment is due on the completion of the job and is a condition precedent to any warranty or guarantee obligation of Advanced or ARI Insurance, Inc. Any release, lien waiver or warranty issued pursuant to this project is delivered in escrow subject to payment and may be cancelled for nonpayment. Advanced's right to payment is not contingent upon the acceptance of work done by others and over which Advanced has no control. Interest shall accrue at eighteen percent per annum on all amounts not paid within 30 days of the date payment was due. All payments made via credit card or debit card are subject to a three percent (3%) processing fee.

UNFORESEEN CONDITIONS: This proposal is limited to the scope of work described and does not include structural issues which may be discovered during the course of the work. In the event that unforeseen conditions arise that were not apparent upon visual inspection, such additional work shall be performed on a time and material basis over the price stated in this contract. Examples of conditions which will be considered an unforeseen condition giving rise to an increase in the cost of the job would be the discovery of additional roofs during tear-off; or that the original roof was solidly mopped to the deck; deck replacement; deck securement/fastening; deck minimum gauge or deck conditions requiring repair beyond proposal allowance, or any other condition that Advanced should not reasonably have anticipated from visual inspection and included in the price provided for in the contract. It is recommended that a structural engineer inspect the roof deck.

OWNER RESPONSIBILITIES: Unless otherwise provided for in the body of this contract, Owner is responsible for any of the following conditions: Asbestos testing and removal expenses, if any; wind uplift and moisture testing if required; engineering and attachment or enhancement of the existing/proposed roof deck system and any structural component of the building; the condition of the existing/proposed deck slope, structural integrity of the deck, method of attachment of the deck, buried conduits, and equipment below the deck or any other structural deficiencies which may contribute to preventing positive drainage on the roof surface; Waterproofing of the building envelope, including windows, doors, or other areas outside the scope of work performed by Advanced. Owner may be responsible for moving or otherwise protecting signs, lighting antennas, satellite dishes or other property or equipment which interferes with the reroofing of the property and agrees not to hold Advanced liable for damage to same unless Advanced accepted the responsibility therefore. Customer/Owner acknowledges that during the course of the roof removal process it is possible for small amounts of debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. ARI will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree ARI shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process.

PRE-CONSTRUTION INSPECTION/LEAKS: Roofs ready for replacement are generally leaky and holding water which may, through no fault of Advanced, leak into the building during the course of the re-roofing process. Advanced shall use best roofing practices to minimize the risk of leaks but owner agrees not to hold it liable for leaks not directly caused as a result of negligent practices. Additionally, interior damage generally pre-exists commencement of the re-roofing project. Owner agrees to provide access to all interior areas and top floor units in order for the parties to document pre-existing damage. The risk is upon Owner, who agrees to indemnify and hold Advanced harmless, against any claim by Owner or any other party seeking to hold Advanced liable for damages where Advanced was not provided access during its pre-construction inspections to the areas in question. Owner also shall have the responsibility to notify its residents of the steps that must be taken to protect their property, which will be contained in the Start-Up letter provided by Advanced. Owner shall also provide the staging area and cooperate to inform and assist in preventing residents or others from entering that area or any area under construction.

PRICES QUOTED ARE FOR GALVANIZED flashing, eves drip and gravel stop unless otherwise specified.

UPLIFT STANDARDS: All roofing systems will be installed in accordance with both the manufacturer's specifications and building code. Advanced does offer uplift guarantees but unless otherwise specified in this proposal post installation pressures are not guaranteed.

EXISTING PROPERTY OR EQUIPMENT: Unless otherwise specified in this contract, Advanced shall not be liable for damage to property or equipment, including signs, lighting fixtures, antennas, satellite dishes or other equipment at the property which is reasonably at risk from the work performed by Advanced. Any expenses incurred by Advanced to protect said property shall be paid for by Owner.

RISK OF DAMAGE: It can be expected that the work will cause vibration, which could cause damage to the building or its contents. The Owner is in the best position to secure said property or, in the case of others who occupy interior units, to advise them of the need to do so. Advanced does not assume any risk and shall not be held liable for damage to stained, cracked or damaged ceilings or ceiling components, cracked or damaged plaster, insulation, acoustical tile or personal property or fixtures within or about the building(s), cracks in driveways, curbs and sidewalks or soffit repair or replacement. Additionally, Advanced shall not be liable for damage to parked vehicles or property located in or about the staging area assigned for its use, or for any damage or injury for respiratory problems which may result from the odors associated with its work. The Owner shall advise its tenants and employees of these risks and concerns and take such action as it deems reasonable.

DELAYS: Advanced shall not be liable in any respect for any delays caused by strikes, labor disputes, material shortages, court injunctions, actions by the Owner or by third parties, Acts of God, or other conditions outside of its control. In the event Advanced must remobilize as a result of any action for which the Owner is responsible, or due to weather or other conditions not the responsibility of Advanced, Advanced shall be entitled to an increase of the contract price attributed thereto. If it is necessary to perform additional work in order to protect the property from adverse weather, or to repair work damaged by adverse weather, Advanced will be entitled to a change order for reimbursement for same.

MATERIAL PRICE CHANGES: Due to extreme volatility in material prices, if, subsequent to the execution of the this contract, there is an increase in the price of tar, asphalt, asphalt-related products, steel, metal, plywood, insulation, flashings, membranes, tiles, sealants, fasteners, or other materials necessary for the completion of the Work, the Contract Price shall be equitably adjusted to reflect the additional cost. Advanced will provide written documentation reflecting the increased charges. A fuel surcharge may be added if the price of fuel increases by more than 5% between the time the contract is signed and commencement.

BREACH: In the event Owner terminates or breaches this contract, or if a condition attributable to Owner or Owner's property arises that prevents Advanced from fulfilling the contract, Advanced shall be entitled to be paid that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses and profit which would have been realized had the work been completed. If the contract is canceled as a result of strike, labor dispute or conditions not the fault of or attributable to either party hereto, Advanced shall be entitled to recover from Owner that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses or other expenses incurred related to the project but not profit for work not performed.

DISPUTES: The prevailing party in any litigation, arbitration or mediation arising out of or relating to this contract shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, at both the trial level and on appeal. Broward County, Florida, shall be the sole and exclusive venue for any litigation arising from or relating to this contract. Owner hereby expressly consents to the exclusive personal jurisdiction of the state and federal courts located in Broward County, Florida for any lawsuit filed arising from or related to this contract and waives any argument that any such court lacks jurisdiction or that venue in such forum is not convenient. In the event Owner commences any action arising under this contract in another jurisdiction or venue, Advanced shall, at its sole option, be entitled to have the case transferred to one of the jurisdictions and venues above stated, or if such transfer cannot be accomplished under applicable law, Owner consents to have such case dismissed without prejudice.

NO ORAL PROMISES: There are no promises, representations or understandings outside of this instrument which instrument represents the complete agreement between the parties. No modification of this contract shall be valid unless in writing, signed by the party against whom the change is asserted. Any notification required by this contract shall be made in writing.

LIMITATION OF LIABILITY: Advanced Roofing is not liable for any claim for injury or damages, whether based upon a contractual, statutory or tort theory, which result from: (a) natural disasters including but not limited to lightning, windstorm, hail, hurricane, tornado, wind gale force or greater; (b) misuse, neglect, or unauthorized alterations of the roofing system or as a result of or connected with materials supplied or installed by others; (c) exposure to damaging substances such as oil, solvents etc.; (d) failure of the substrate, surface or materials under the roof; (e) improper drainage; (f) lack of recommended maintenance; (g) damage resulting from water entry from any portion of the building structure which is not a part of the roofing system, or (h) any claim related in any way to damage or injuries from mold, spores, fungus, any organic pathogen or exposure to toxic or noxious substances fumes or vapors. Advanced Roofing shall have no obligation under this Contract until all bills for installation, service, and materials have been paid for in full. The Owner will, at its expense initiate an ongoing maintenance program to include keeping all pitch pans filled with mastic, maintaining caulk or sealant around all roof penetrations, cap metal, cover plates, gravel stops, counterflashings, termination bars, exterior scuppers, gutters, down spouts and leader heads, and keeping the roof free of vegetation, trash and debris and such other miscellaneous items necessary to maintain the serviceability of the roofing system. If this roofing system is covered under a manufacturer's Warranty, Advanced is not liable for the provisions thereof. The warranty and liability of Advanced Roofing shall only accrue to and be for the benefit of the original Owner named herein, and is NOT assignable or transferable without prior written approval and inspection by Advanced Roofing.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED ROOFING, INC. DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY REPRESENTED BY THIS WARRANTY.

Advanced Roofing's exclusive responsibility and liability under this warranty has been transferred to Advanced Roofing, Inc. and, in the case of a new roof, to make repairs that may be necessary to maintain the roofing system in a watertight condition for the length of Advanced Roofing's warranty period; and in the case of a repair, to repair any additional leaks which result from faulty repair work done by Advanced Roofing. (Owner acknowledges that leaks may come from more than one possible source and that Advanced Roofing does not guarantee that its repair will stop leaks not associated with the area repaired by it.) Advanced Roofing shall not be liable for its own negligence, or under theories of statutory or strict liability or any other theory of liability other than the exclusive liability set forth in this warranty which Owner agrees is it sole remedy notwithstanding the type or category of damages claimed. Under any circumstance, Advanced Roofing will not be liable for any personal injury claims, or claims for consequential damages to the structure (upon which the roofing system is affixed) or its contents, loss of time or profits or any inconvenience or expense incurred by Owner. Any change to the provisions of this section must be in writing and signed by a corporate officer of Advanced Roofing, Inc.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

State of Florida
Department of State

I certify from the records of this office that ADVANCED ROOFING, INC. is a corporation organized under the laws of the State of Florida, filed on October 8, 1983.

The document number of this corporation is G65116.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 9, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of January, 2024

Secretary of State

Tracking Number: 8321108239CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, ROBERT P

ADVANCED ROOFING INC
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CCC024413

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, ROBERT P

ADVANCED ROOFING INC
1950 NORTHWEST 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CGC1507377

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS A AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, THOMAS MICHAEL

ADVANCED ROOFING, INC.
1950 NW 22ND ST
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CAC1818806

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CERVONE, MICHAEL SCOTT

ADVANCED ROOFING, INC.
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: EC13006050

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE SOLAR CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SOCKMAN, CLINTON ALAN

ADVANCED ROOFING INC
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CVC56792

EXPIRATION DATE: AUGUST 31, 2024

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NABCEP®

Raising Standards. Promoting Confidence.

NABCEP CERTIFIED®

PV Installation Professional

The North American Board of Certified Energy Practitioners

does hereby recognize that

CLINTON SOCKMAN

has satisfied the requirements and standards for the

PV Installation Professional

established by the NABCEP Board of Directors.

Certification # PV-101913-002781

Expires 12/19/2025

Donald B. Warfield, Board Chairman

To verify current status visit www.nabcep.org

The North American Board of Certified Energy Practitioners Not-For-Profit Corporation SEAL 2002 NEVADA

NABCEP®

Raising Standards. Promoting Confidence.

NABCEP CERTIFIED SYSTEM INSPECTOR®

Photovoltaic

The North American Board of Certified Energy Practitioners

does hereby recognize that

YANFEI DING

has satisfied the requirements and standards for the

Photovoltaic System Inspector

established by the NABCEP Board of Directors.

Certification # PVSI-072019-028634

Expires 09/20/2025

Donald B. Warfield, Board Chairman

To verify current status visit www.nabcep.org

NABCEP®

Raising Standards. Promoting Confidence.

NABCEP CERTIFIED®

PV Technical Sales Professional

The North American Board of Certified Energy Practitioners

does hereby recognize that

THOMAS GRIFFITH

has satisfied the requirements and standards for the

PV Technical Sales Professional

established by the NABCEP Board of Directors.

Certification # PV-120521-013589

Expires 12/04/2024

Donald B. Warfield, Board Chairman

To verify current status visit www.nabcep.org

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MYERS, GORDON WILLIAM

4950 NW 7TH
COCONUT CREEK FL 33063

LICENSE NUMBER: PE36852

EXPIRATION DATE: FEBRUARY 28, 2025

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Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MORRIS, RUSSELL FRANCIS

1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: PE85793

EXPIRATION DATE: FEBRUARY 28, 2025

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COMPANY PROFILE

Advanced Roofing, Inc. is uniquely positioned to bring the most innovative roofing techniques and products our customers. ARI began in 1983 and has since grown to be South Florida's premier commercial roofing specialist. We have become a full-service roofing contractor, consisting of: a service department providing repairs and maintenance, metal roofing department, HVAC department, a custom sheet metal fabrication department, crane division, electrical division and solar/renewable energy department.

We fully acknowledge and understand the challenges inherent in every roofing project; particularly the specialty work required on occupied buildings. Our extensive experience in roofing occupied government facilities has made us mindful and aware that we must accommodate you in having as little disruption as possible during the roofing process.

We are pleased to announce that we have won "The Excelle Protection Award". We received this honor (in which only 35 out of thousands of contractors received this award in the USA). You can count on ARI to bring over 40 years of impeccable service along with our outstanding safety record throughout every phase of the project. You can expect constant communication, excellent workmanship and superior service from start to finish. Any challenge is an opportunity for us to bring a solution. From the time you sign with us, we've got it all covered. When we say we'll do something, you can swear by it.

Established in 1983, Advanced Roofing, Inc. is a full-service commercial roofing company. With "Commitment to Quality" through solving customers' needs with premium materials and excellent craftsmanship, Advanced Roofing has been named one of the top ten roofing contractors in the United States. Licensed, bonded and insured, Advanced Roofing's dedication to safety, professionalism, and quality work is signified through the satisfaction of hundreds of customers. Advanced Roofing has your solutions all under one roof.

In addition, due to Advanced Roofing's elite status in the industry, we are able to provide our customers with additional benefits including:

- Named #1 Roofing Contractor in South Florida
- $150 million Bonding Capacity
- Additional Captive Insurance
- FPL Approved Contractor
- Certified with all major manufacturers
- Full Safety Division
- In-house Sheet Metal Department, Crane Division, HVAC, Electrical, Lightning Protection, Solar
- 24/7 Service and Emergency Repairs

We offer a wide variety of roof systems to fit your needs, and we are certified by every major material manufacturer to install the highest quality roofing systems with the best warranties. Our goal is to make the roofing process easy and hassle free for you, our customer. Roofing of occupied buildings is a highly technical process. Our experience constantly improves, from protecting the property, documentation, existing conditions, pre-construction, job meetings, code compliance, involving building departments, manufacturers' representatives, close out and getting other recommendations from you. Our roofing department has over 500 expertly trained Construction Managers, foreman, roofing mechanics and laborers. They are all intensively trained in roofing safety procedures.

Our service department handles all major and minor problems that may occur on your roof quickly, efficiently, and at a reasonable cost. With over 500 buildings, totaling over 14 million square feet of roof, under Advanced Roofing's Proactive Maintenance Agreement, our commitment to service speaks for itself. Advanced Roofing's dedication to clients has allowed Advanced Roofing to grow, expand, and service the roofing needs of some of Florida's biggest businesses, government entities, schools, and more.

In 1994, Advanced Roofing established DBA Advanced Air Systems to specialize in HVAC new construction, retrofit, unit change outs, service repairs, and maintenance solutions for residential, commercial, industrial, institutional and historical properties throughout Florida. Advanced Air Systems holds a Class A license with services unlimited in the execution of contracts requiring the experience, knowledge, and skill to install, maintain, repair, fabricate, alter, extend, or design central air-conditioning, refrigeration, heating, and ventilating systems.

EXISTING TERM CONTRACTS

South Area Term Contracts:

- Port Everglades Roof Repair, Replacment and Related Services
- Palm Beach County Annual Contract-Roofing
- Broward College
- School District of St. Lucie County (Piggybacking Broward College)
- SBBC - Construction Services Emergency Projects VI (CSEP) - 18-171F
- Town of Davie (Piggybacking Sourcewell)
- Town of Davie - Misc. Roofing Services - R2020-180
- SBBC - Construction Services Minor Projects (CSMP) - FY20-130 - Roofing, GC & Mechanical
- School District of Palm Beach County - Roofing Contractor Services for Disaster Recovery Assistance
- School District of Palm Beach County- Roofing Products and Services - #20C-45V
- Miami Beach - General Building Specialty Trade Services
- Town of Palm Beach - Roofing Contractors
- Martin County School District - District Wide Roofing Repairs, Gutters, Maintenance & Materials
- Lee County County Wide Roofing

- School District of Indian River County - Districtwide Roof Repairs & Mainenance Services
- Boeing Company - Miami
- SBBC - Roofing Services
- FAU - Roofing Services
- FIU - Small Trade Services II
- Lauderhill-Trade Roof Contractors-Prequal
- CCPS(Collier County Public Schools) - #19-050 Roofing Inspection & Repair Services
- Broward County - Roofing Maintenance & Repairs at Various County Buildings
- City of Deerfield Beach - (Piggybacking City of Sunrise)
- City of Lauderhill - (Piggybacking Port Everglades)
- City of Sunrise - Roofing Maintenance and Repairs
- Sourcewell - Southeast Florida Area
- City of Miramar - (Piggybacking Port Everglades)
- NIPA / RoofConnect
- Baptist Health - Emergency Roof Repairs
- Baptist Health - Master Agreement
- Monroe County School District (Piggybacking Broward College)
- City of Vero Beach (Piggybacking City of Sunrise)
- Collier County - Roofing Replacement Contractors
- Miami Beach - Job Order Contracting Services-Various Trades
- City of Fort Lauderdale - (Piggybacking City of Sunrise)
- SWA (Solid Waste Authority)
- City of Coral Springs - (Piggybacking City of Sunrise)
- City of Boynton Beach - (Piggybacking City of Sunrise)
- City of Stuart - City Wide Annual Roofing Repair & Replacement
- City of Doral - (Piggybacking City of Sunrise)
- Miami Dade County Public Schools (MDCPS) Roofing Term Bid Open Market
- Seminole Tribe of Florida - Certified Roofing Contractor Services
- Miami Dade College - Commercial Roofing Inspections, Repairs, Restoration & Replacemenet Prequal of Contractors
- Collier County - Roofing Preventive Maintenance and Remedial Repairs

Central & North Area Term Contracts:

- FDOT - Routine Maintenance, Repair, Installation and Evaluaiton to Roof Systems at Various Locations on Florida's Turnpike Mainline
- Orange County
- Volusia County
- SDOC - School District of Osceloa County - Roofing Installaiton & Repair Contractor Services
- Sourcewell - Southwest Florida Area
- Sourcewell - East Central Florida Area
- Sourcewell - Northeast Florida Area
- Sourcewell - Northwest Florida Area

- Orlando Aviation Authority - Continuing Roofing Construction Services
- Lake County Roof Repair Services
- Hernando County - Construction Projects
- Kinder Morgan
- City of Bradenton - (Piggybacking City of Sunrise)
- Orlando Utilties Commission
- Village Center Community Development District - (Piggybacking City of Sunrise)
- Village Center Community Development District - (Piggybacking City of Sunrise)
- North Sumter County Unitlity Community Development District - (Piggybacking City of Sunrise)
- North Sumter County Unitlity Community Development District - (Piggybacking City of Sunrise)
- Sumter Landing Community Development District - (Piggybacking City of Sunrise)
- Alachua County - Minor Roof Repair Services
- AFICC/771 ESS/EGB Wide Roofing Repair and Replacement
- University of South Florida - USF
- City of Dunedin - (Piggybacking City of Sunrise)
- City of Kissimmee - (Piggybacking City of Sunrise)
- Pinellas County - Roofing Services & Supplies Waterproofing & Related Products Services
- University of Central Florida - UCF
- Daytona International Speedway - Roofing Repairs
- City of Apopka
- Charlotte County - Re-Roofing & Roof Repairs
- Punta Groda - (Piggybacking Charlotte County)
- City of Deltona

Federal Term Contracts:

- TCPN(Roof Connect)

Private Entity Term Contracts:

- Publix Supermarket
- Pratt & Whitney
- UPS
- FPL-CBRE
- Memorial Healthcare Systems

QUALIFICATIONS OF BIDDER'S KEY PERSONNEL

Robert Kornahrens
CEO, President

Founder of Advanced Roofing Inc. and oversees all company operations.

Experience: Rob Kornahrens is a leader in the commercial roofing industry for more than 40 years. Before starting Advanced Roofing in 1983, he worked with Triple M Roofing Corporation in New York. During his tenure at Triple M, Rob held numerous field positions and was eventually promoted to Branch Manager where he was responsible for opening and operating new branches in both Atlanta and Fort Lauderdale.

Education: B.S. Degree in Business Administration from University of Arizona, 1979

Michael Kornahrens
Vice President

Michael joined Advanced Roofing in 1998 and is responsible for overseeing the operations and management of all divisions.

Experience: Born into the roofing industry, Michael has held many positions at Advanced Roofing over the past 18 years, including leading the Metal Roofing and Renewable Energy divisions. His responsibilities include developing rooftop and solar designs, coordinating subcontractors, and managing project installations throughout the United States and Canada.

Education: B.A. in Management and Marketing, Florida Atlantic University

Clint Sockman
Vice President

Clint joined Advaned Roofing in 1998 and is responsible for oversseing the the Re-Roofing and Renewable Energy Divisions.

Experience: A second generation roofer with more than two decades of experience in the roofing, solar, and construction industries.

Education: University of Cincinnati, Information Systems minor in International Business. Licenses: Florida State Roofing and Solar Contractors; Certifications: NABCEP, LEED. Member of the American Society of Professional Estimators (ASPE). Constructions Specifications Institute (CSI).

Kevin Kornahrens
Executive Vice President

Started with Advanced Roofing Inc. in 2005 and is responsible for overseeing the operations and management of all divisions.

Experience: Mr. Kornahrens leads the administration team for Advanced Roofing Inc. His primary focus is on Human Resources, Safety, Legal, Information Technologies, and Marketing Departments. His responsibilities include management of strategic business planning, staffing, ERP system implementation, public relations and safety.

Education: SPHR, Senior Professional in Human Resources. M.B.A. Degree in finance from the University of Miami. B.S. Degree in Management Information Systems, from Florida State University. B.A. Degree in Marketing, from Florida State University. B.A. Degree in Multinational Business from Florida State University.

Jessica Kornahrens
Senior Project Manager

Jessica joined Advanced Roofing Inc. in 2001 and is a Project Manager that oversses multiple projects.

Experience: As a Senior Project Manager, Jessica handles the management of multiple projects on time, within budget, and to the satisfaction of the client; from project turnover through project close out. She serves as a liaison to customers, consultants, architects, subcontractors and vendors.

Education: B.S. Degree in Psychology, from Florida State University. B.S. Degree in Business Management, from Florida State University.

Randy Gibson
Business Development

Randy joined Advanced Roofing in 2015 and is responsible for business development and sales.

Experience: Randy has over 40 years of experience in the roofing industry. Prior to joining Advanced Roofing, Randy held management positions with national roofing contractors, and founded and operated a commercial roofing business for 25 years.

Education: Randy has supplemented his extensive commercial roofing experience with on-the-job training in various fields and systems. Additionally, he has taken numerous continuing education courses related to the roofing and construction industry.

Paul Murphy
HVAC Service Manager

Paul joined Advanced Roofing Inc. in 2017 and is the HVAC Service Manager that manages the daily operations of the HVAC division.

Experience: Paul has over 18 years of experience in the HVAC experience with 8 years of experience as a service manager. Paul has extensive knowledgeon water cooled systems, chillers and cooling towers.

Education: Broward College, Majoring in Business Administration. VFD Certification.

Bryan Cardona
Safety Director

Bryan joined Advaned Roofing in 2013 and is the company wide Safety Director.

Experience: Bryan has a decade of experienced in the areas of Occupational Safety and Health Management. Bryan's goal for Advanced Roofing is to continue being an industry leader in safety while promoting a safety culture and growing OSHA partnerships.

Education: OSHA Authorized Construction Trainer, which allows Bryan to implement the OSHA 10 and 30-hour training courses for our field staff.

SUPERVISORY & STAFFING CAPABILITIES

Advanced Roofing, Inc.'s methodology and approach is unique in its structure because our set up is based on 38 years of real-life experience within the roofing industry.

We have the capacity of tailoring our system to the needs of the project regardless of the size and contract requirements. Pre-job planning, documentation and communication are key to our operations.

In order to execute the project in a timely, cost-effective and quality manner, we invest quality time with our full team of Estimators, Engineers, Project Managers and Construction Team prior to commencement of all our field operations; again regardless of the size of the project. The typical size of our crew is 8-10 men, this can vary as required per project.

Our pre-project planning process is quite extensive. The entire team must understand all phases of the project in order to maintain an efficient line of communication throughout the project. Each member is provided with a project binder with includes the following information:

- Contact Names and Numbers
- Emergency Procedures
- Scope of Work, Project Plans/Specifications
- Material Listing, MSDS Sheets
- Project Schedule
- Permit Information

Our Project Team assembles once a week or as needed to discuss project status and if necessary, effect any changes that may be required to maintain efficiency and schedule. Each member is equipped with Nextel radios and cellular phones with email access to maintain communication at all times.

Training of our field and office personnel is ongoing and is accomplished through on-site hands-on training classes provided by the various manufacturers we are approved by. The field staff and apprentices go through a three year training program

The President and Vice President attended a TQM class developed by the National Roofing Contractors Association through the University of Chicago Business College. Our Executive Management Team meets twice a month with a two hour “huddle” meeting and once a month for an all day executive meeting off site.

Advanced Roofing, Inc. also has a full fleet that consists of dump trucks, cranes, boom trucks, flat beds, kettles, and more. By offering these services in-house, we’re able to provide our customers more for their money. And that’s one of our professional solutions.

We use various computer based applications for tracking a project form the inception of the project to its completion. We have developed our in-house software “RFP Manager” for tracking all in-coming projects. We also utilize Roof Express, CAD Program, Spitfire Project Management Software, and Solomon Accounting Software.

SUBCONTRACTORS

Advanced Roofing, Inc. does not routinely utilize subcontractors. Over the past 38 years, Advanced Roofing, Inc. has put money back into the company and community.

- We have our own fleet of vehicles that include trucks, cranes, semi-tractor trailers, hydro, tower crane, equipment and dump trucks to haul our roofing debris. This allows Advanced Roofing, Inc. the control of having trailers at our disposal when we need them and therefore allows for a smoother project.

- We also have our own state-licensed Air Conditioning Division – This allows us to coordinate the shutdown and raising of the air conditioning units on the roof.

- We also have our own state-licensed Electrical Division – This allows which allows us to handle the electrical needs for roofing and solar projects.

- Lightning Protection Division

- In-house Sheet Metal Division – where we fabricate our own metal.

- We are a licensed General Contractor – which allows us to handle small contracting items on the roof.

- Certified Solar/PV system installer for renewable energy projects.

When a project calls for subcontractors to perform work that we are not licensed to perform, **qualified** subcontractors which are most competent and ready to complete the necessary to meet schedule will be selected.

*Advanced Roofing, Inc. actively participates in minority and/or small disadvantaged business contracting and utilize whenever possible.

SBE/MBE/WBE Participation Plan

Advanced Roofing actively participates in meeting or surpassing the percentage goals of the SBE/MBE/WBE programs. We are committed to having strong working relationships with certified SBE/MBE/WBE contractors. With over 30 term contracts established with clients we have been serving for over three decades, Advanced Roofing, Inc. makes every effort to incorporate small, minority or women-owned businesses in our construction plan.

As a result of our excellent working relationship with a sizeable pool of licensed and approved SBE/MBE/WBE contractors throughout the state, Advanced Roofing is able to call on these contractors as needed. Just as we provide our services on time and on budget, we expect the same performance from our SBE/MBE/WBE contractors.

If a SBE/MBE/WBE contractor is needed that we have not previously worked with we will put an ad in the newspaper soliciting the work, research which contractors are available for the work needed in the certified directory and make the necessary phone calls/emails to solicit, invite and encourage SBE/MBE/WBE participation as well as giving assistance if needed in reviewing the contract plans and specifications and assisting any interested SBE/MBE/WBE firms in obtaining required bonding, lines of credit, or insurance if such assistance is necessary.

When a project calls for subcontractors to perform work that we are not licensed to perform, **qualified** subcontractors which are most competent and ready to complete the necessary to meet schedule will be selected.

Listed below are a few of the minority contractors we have a working relationship with;

Plumbing Contractor
CV Ocean Plumbing, Inc.
Hispanic-American S/MBE
10651 NW 132nd St., Hialeah Gardens, FL 33018
(305) 558-4624 - Eddilyn Leiro ernicaballero@hotmail.com

Material Supplier
Concrete Solutions Group, LLC
Asian-Pacific American S/M/WBE
8469 NW 44th Ct., Coral Springs, FL 33065
(954) 401-4872 - Eliza Chan echan316@yahoo.com

Material Supplier (Soprema)
Trintec Construction, Inc. dba Icon Roofing
White Female S/MBE
13091 NW 43rd Ave.
Opa-Locka, FL 33054
(305) 685-3001 – Petulia Schvartz pschvartz@trintecinc.com

Sheet Metal
Duval Sheet Metal, Inc.
African-American M/WBE
2200 4TH Ave. N., Suite 7, Lake Worth, FL 33461
P: 561-547-5282 F: 561-547-9594 C: 561-371-2015 – Daniela Duval daniela@duvalsheetmetal.com

Roofing Contractor/Construction Services
A. Herrmann Associates, Inc. dba Associates Roofing
CBE/SBE
2351 Thomas St.
Hollywood, FL 33020
P: (954) 921-4096 F: (954) 921-1371 - Art Herrmann info@associatesroofing.com

Construction Services
Renco Development, Inc.
African-American E/S/MBE
3025 SW 189th Ave.
Miramar, FL 33029
P: (954) 993-2039 - Kwame Wilson info@rencodevelopment.com

Interior Protection
We Pro Tec, LLC
WBE
7300 West McNab Rd., Suite 111
Tamarac, FL 33321
P: (754) 484-7110 C: (954) 740-4700 - Marie Hinkson marie@wepro-tec.com

Mechanical/Equipment Supplier
Kwik Kool Air Conditioning, Inc.
Hispanic-American E/S/M/WBE
14024 SW 140th St., Miami, FL 33186
(305) 251-1125 - Gloria Diaz-Carney gdc@mcarney.com

PERSONAL RESUME

Robert Kornahrens
CEO, President

Founder of Advanced Roofing Inc. and oversees all company operations.

EXPERIENCE
Rob Kornahrens is a leader in the commercial roofing industry for more than 40 years. Before starting Advanced Roofing in 1983, he worked with Triple M Roofing Corporation in New York. During his tenure at Triple M, Rob held numerous field positions and was eventually promoted to Branch Manager where he was responsible for opening and operating new branches in both Atlanta and Fort Lauderdale.

EDUCATION
B.S. Degree in Business Administration from University of Arizona, 1979

ASSOCIATIONS
The Executive Association of Fort Lauderdale- Past President
WinterFest Board of Directors-Chairman
Construction Executive Association- Past President
Broward Workshop
RoofConnect founding Member/ Chairman of the S.W.A.T. Team
NRCA – National Roofing Contractors Assocation
Center for Environmental Invention in Roofing Board Member
TEC Group -12 year member
FRSA – Florida Roofing & Sheet Metal Association
RCASF

LICENSES
Roofing Contractor #CCC024413
General Contractor #CGC1507377

PERSONAL RESUME

Michael W. Kornahrens
Vice President of Advanced Roofing & President of Advanced Green Technologies

EXPERIENCE

Advanced Roofing, Inc.
Executive Vice President 2015-Present
Advanced Roofing is ranked as the largest commercial re-roofing company in Florida and top 10 in North America by Roofing Contractor Magazine. Michael managed large-scale commercial re-roofing projects and is responsible for all aspects of ARI's daily business including business development, design and engineering, product selection, overseeing project management staff, and high level operations supervision and directions.

Advanced Green Technologies
President: 2008-Present
As Co- Founder and President of Advanced Green Technologies, Michael Kornahrens develops and implements strategies, relationships and standards for the organization in the United States and Canada. His experience includes developing solar rooftop and ground mounted designs, coordinating subcontractors, and managing solar system installations. To date, Michael is responsible for successfully completing more than 250 Megawatts of renewable energy projects in North America and the Caribbean, and is a driving force behind why Solar Builder Magazine has chosen Advanced Green Technologies as a Top Solar Contractor in North America 2012-15.

EDUACATION

- B.S. Degree in Business Administration from Florida Atlantic University
- Florida Roofing Contractor License

PERSONAL RESUME

Clinton A. Sockman, CSI, CDT
Vice President of Business Development & Renewable Energy

Clint joined Advanced Roofing in June 2004 as an Estimator and Project Manager. Through his extensive knowledge and expertise in solar photovoltaic roof systems, he was promoted to Vice President of Renewable Energy and oversees all of our solar projects. Mr. Sockman is responsible for all aspects of ARE's daily business including business development, design and engineering, product selection, overseeing project management staff, and high level operations supervision and directions.

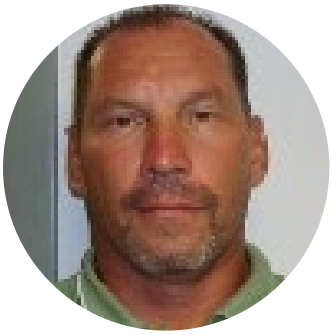
EXPERIENCE
Over 15 years in commercial, industrial and government related roofing industry. Coming from a strong commercial roofing background Mr. Sockman brings over twelve (12) million square feet of successful commercial roofing project experience and over three (3) megawatts (mW) of successful photovoltaic installation experience valued at over $70M dollars to the Advanced Renewable Energies team.

EDUCATION
University of Cincinnati, Information Systems with minor in International Business

LICENSES
- State of Florida Certified Solar Contractor: CVC56792
- State of Florida Certified Roofing Contractor: CCC1329557
- State of Florida Certified General Contractor License # CGC1521128
- NABCEP License #PV-101913-002781

ACCREDITATIONS
North American Board of Certified Energy Practitioners (NABCEP) Certified Installer
Occupational Safety and Health Administration (OSHA) 30 HR Certified
Construction Specifications Institute Construction Documents Technologist (CDT)
American Society of Professional Estimators
Solar Energy International – Solar Electric Grid Direct Design
Baker Communications: Win-Win Negotiations for Purchasing
Foster Learning: Working Sales and Management Series
Center for Customer Focus: Dynamics of Customer Focus

PERSONAL RESUME



David M. Baytosh
Vice President of Construction Division

David joined Advanced Roofing, Inc. in 2004 as a Construction Manager making his way up to the Vice President of our Construction Division. David is in charge of the production, quality control and safe operation of the roofing, sheet metal, logistics, fleet and warehouse division.

EXPERIENCE

David has over 30 years in commercial and industrial roofing industry. He began his roofing career with a home improvement company installing shingles in 1986. Next, he joined a large commercial and industrial roofing company based in Youngstown, Ohio where he began as a roofing apprentice and worked his way up to a project supervisor prior to joining Advanced Roofing, Inc., Versatile in numerous roofing systems, David is also knowledgeable of their respective manufacturer specifications.

EDUCATION

- Youngstown State University, Youngstown, Ohio – Undergraduate Curriculum / 2 Years
- Graduate Ursuline Catholic High School, Youngstown, Ohio
- 30 Hours OSHA card
- 10 Hours OSHA card
- Safety Trainings for Fall Protection, Forklift & Mobile Crane Safety Training, NRCA CERTA Torch Application Course, Asbestos Removal, Hazard Communication, National Council CPR and First Aid.
- Apprentice Program for the International Roofers, Waterproofers and Allied Workers Roofers Union 1990 - Present
- Dale Carnegie Leadership Training for Managers, Registered installer – AGT Unisolar PV Panels

TOP FIVE JOBS

1. School Board of Broward County / Various Schools totaling over 1,400,000 SF
   Contact: Meghan Gallagher, Project Manager II
2. Palm Springs Mile Shopping Center totaling over 650,000 SF
   Contact: Diana Marrone, Senior Vice President
3. Sun-Sentinel Newspaper totaling over 250,000 SF
   Contact: Daniel Reynolds, G. & E. Enterprises, Inc., President
4. Miami Herald Newspaper totaling over 105,000 SF
   Contact: Gus Perez, Director of Operations & Facilities
5. Miami International Commerce Center totaling over 780,000 SF
   Contact: Van L. Antle, Adler Management Services, Inc. Property Manager

PERSONAL RESUME

Glenn Watson
Quality Control Manager

Glenn works with our existing operation unit and divisional managers to create and administer a formalized quality control and quality assurance program along with enhanced training and educational programs for existing workforce. Focus of efforts is to provide unified and high quality product to client throughout our entire books of business.

PAST EXPERIENCE

Senior Technical Representative – Johns Manville – Worked with contractor, owner, architect, consultants, attorneys. Performing routine inspections of ongoing roofing installation projects throughout the United States, the Caribbean, and parts of Europe. Focus of inspection was specification conformance and workmanship quality. Also provided contractor training and product demonstration throughout the country.

Facility Coordinator - Duval County School Board – responsible for waterproofing and re-roofing construction and maintenance for 177 facilities throughout the district. Performed and hired out third party evaluations and construction / maintenance efforts of facilities cataloging levels of need for efficient and impactful spending of limited resources to maintain facility roofing and waterproofing in order to meet state and national standards.

EDUCATION

High School Diploma - Baker County High School
Florida State College at Jacksonville Under graduate
University of Phoenix AA Business Administration

CERTIFICATIONS

- NRCA Pro-Certification Instructor and Assessor
- NRCA CERTA Instructor
- NCCER Core Curriculum Instructor
- OSHA 10

PERSONAL RESUME

Jessica Kornahrens
Project Manager

Jessica joined Advanced Roofing, Inc. in 2001. As a Project Manager, Jessica handles the management of multiple projects on time, within budget, and to the satisfaction of the client; from project turnover through project close out. She serves as a liaison to customers, consultants, architects, subcontractors and vendors. Secures all required Engineering and permitting; prepares submittals; negotiates, selects and coordinates subcontractors; orders materials; creates project books; administers job hand-off with Construction Managers; schedules and attends pre-construction meeting; reviews weekly job budgets and forecasts accordingly; prepares billings and change orders; and arranges warranty and close out documentation.

EXPERIENCE

During her tenure at Advanced she has held numerous positions in many areas of the company. She has learned all aspects of the business by starting out as a Receptionist, and working up to Office Manager and Contract Administrator. In 2006, Jessica was promoted to Project Manager and also became a State Certified Roofing Contractor. She also is the Qualifier for Advanced Roofing in the State North Carolina and Virginia.

EDUCATION

- Bachelor of Science Degrees in Business Management & Psychology, Florida State University, Tallahassee, FL
- High School Diploma, Cardinal Gibbons High School, Fort Lauderdale, FL
- Florida Certified Roofing Contractor License # CCC1328111
- North Carolina General Contracting (Roofing Classification) License # 66223

TOP FIVE ROOFING JOBS

1. Westin Diplomat - 174,500 square feet
   Contact: Sharon Zamjoski, R.A., NCARB, Capital Projects Manager
2. School Board of Broward County – 13 Schools totaling over 773,000 square feet
   Contact: Meghan Gallagher, SBBC Project Manager I
3. Miami International Airport - Various Projects
   Contact: Tom Hart, Miami Dade Aviation Department, Project Manager II
4. U.S. Citizenship and Immigration Services, West Palm Beach Office – 37,900 square feet
   Contact: Chad Moss, Moss Construction, Senior Vice President
5. Kenland Walk IV Condominium Building 3 - 18,500 square feet
   Contact: Marina Paez, Secretary of the Board

PERSONAL RESUME

Bryan Cardona
Corporate Safety Director

EXPERIENCE
Bi-lingual and award winning safety professional with 13 years of construction and risk management experience with a strong foundation in managing insurance related risks, loss control, mitigating loss, and well versed in various aspects of regulatory compliance specializing in occupational health & safety, and program development. Strengths include:

- Health and safety program development
- OSHA compliance
- Bi-Lingual (English and Spanish)
- Safety Training
- Claims management (WC/GL/AL)
- Owner and Contractor Controlled Insurance Programs
- Regulatory Compliance Assessments
- Accident Investigations

ADVANCED ROOFING, INC. **2013-Present**
Safety Director

Responsible for the development and implementation of the corporate health and safety program for a nationally recognized commercial roofing company with over 400 employees and six locations throughout the state of Florida

- Exceeded annual Advanced Roofing health and safety goals to achieve an annual reduction in total recordable incident rates:
  - TRIR 6.9 (2013) to TRIR 1.71 (2017) – BLS TRIR 5.6 (2016)
- EMR reduced by 40%
  - 1.02 (2013) to 0.56 (2018)
- Company representative for safety and health regulatory compliance local and federal (OSHA)
- Created and implemented a mandatory 4-hour new hire safety orientation
- Trained, managed and mentored company safety coordinators. Currently employing four safety coordinators that are responsible for the following
  - Jobsite Safety Evaluations
  - Preconstruction safety walkthrough

- Site specific safety planning
- Accident investigation and reporting
- Safety training - Orientation, Fall Protection, LOTO, Forklift, Aerial lift and platforms, CPR/First aid/AED, PPE safety, HAZCOM-GHS, Ladder safety, Defensive Driving Course DDC4, Respirable Crystalline Silica

- Provide project specific safety guidance to Estimators, Project Managers and Construction Managers
- Track and record incidents with the purpose of creating a bi-monthly safety analysis that includes current and possible future trends
- Conduct a bi-monthly safety committee meeting with the goal of creating and implementing proactive safety measures to reduce exposures to hazards for our employees and clients
- Founding member of the driver safety committee; tasked with setting performance goals, accident review, enhancements, disciplinary actions and safety education

CERTIFICATIONS & AWARDS

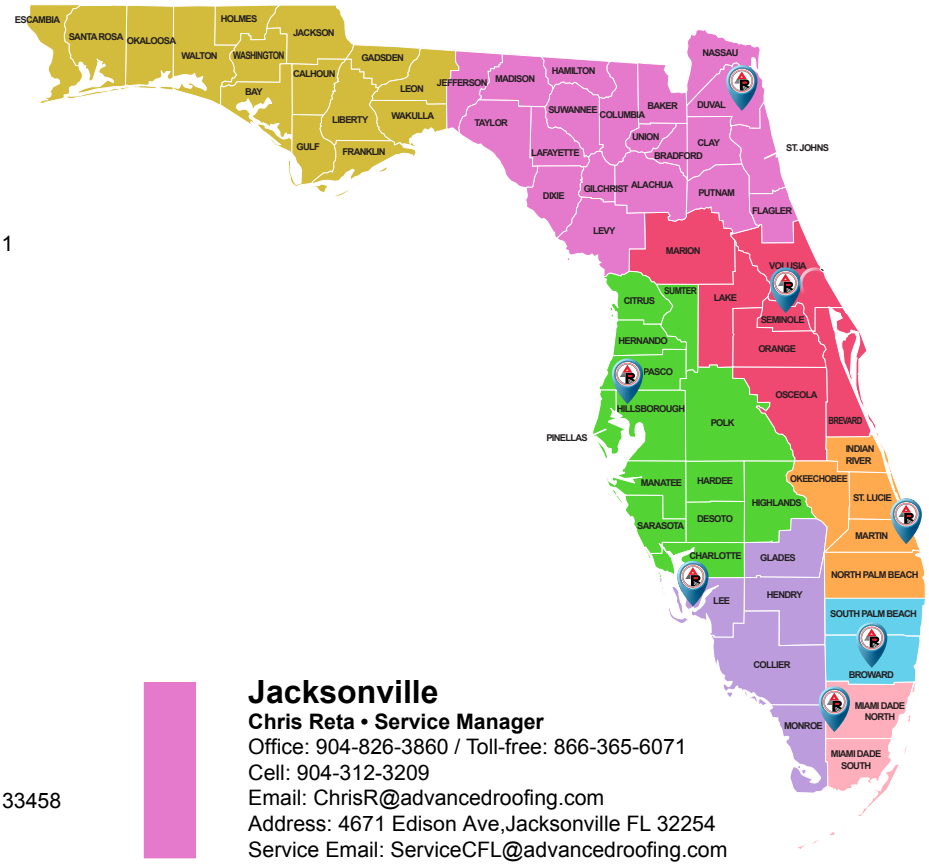
- Authorized OSHA 500 Construction
- Bi-Lingual Instructor
- Authorized OSHA 501 General Industry
- Bi-Lingual Instructor
- Associated General Contractors of America:
- Advanced Safety Management Certificate
- National Roofing Contractors Association:
- CERTA Instructor Roofing Torch Application
- EMS CPR/First Aid/AED Adult & Child Instructor
- Qualified Rigger and Signal Person
- Competent Person:
  - Scaffold erecting
  - Ladders
  - Excavations and trenching
  - Respirable Crystalline Silica
- FRSA Asbestos Competent Person
- 2017 Construction Association of South Florida Safety Professional of the Year

ADVANCED ROOFING **OFFICE LOCATIONS**

EXPERIENCE MATTERS
ADVANCED AIR SYSTEMS
ESTABLISHED 1994

EXPERIENCE MATTERS.
ADVANCED ROOFING INC
ESTABLISHED 1983

ADVANCED GREEN TECHNOLOGIES



Fort Lauderdale
Michael Kornahrens • Branch Manager
Office: 954-522-6868 / Toll-free: 800-638-6869
Cell: 954-553-8577
Email: MichaelK@advancedroofing.com
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Christopher Walsh • Service Manager
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Service Email: ServiceSFL@advancedroofing.com

Miami • Doral
Julian Olarte - Branch Manager
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Cell: 786-477-3873
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Service Email: ServiceSFL@advancedroofing.com

Jupiter • Palm Beach
Ronney Taveras - Branch Manager
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Cell: 561-891-2524
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Service Email: ServiceSFL@advancedroofing.com

Sanford • Orlando
Jason Carruth - Branch Manager
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Paco Guzman - Service Manager
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Cell: 954-319-1130
Email: FranciscoG@advancedroofing.com

Tampa • Saint Petersburg
Bill Lester - Branch Manager
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Cell: 813-734-2136
Email: BillL@advancedroofing.com
Address: 4909 West Knollwood Street, Tampa FL 33634

Michael Varie - Service Manager
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Cell: 813-394-7735
Email: MichaelV@advancedroofing.com
Service Email: ServiceTampa@advancedroofing.com

Fort Myers • Naples
Joseph Cleland • Branch Manager
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Cell: 954-861-7979
Email: JosephC@advancedroofing.com
Address: 14231 Jetport Road, Unit 15, Fort Myers FL 33913
Service Email: ServiceTampa@advancedroofing.com

Jacksonville
Chris Reta • Service Manager
Office: 904-826-3860 / Toll-free: 866-365-6071
Cell: 904-312-3209
Email: ChrisR@advancedroofing.com
Address: 4671 Edison Ave,Jacksonville FL 32254
Service Email: ServiceCFL@advancedroofing.com

North Florida • Panhandle
Jason Carruth • Regional Manager
Office: 407-322-1555 / Toll-free: 866-365-6071
Cell: 407-509-4190
Email: JasonC@advancedroofing.com
Address: 200 Northstar Court, Sanford FL 32771
Service Email: ServiceCFL@advancedroofing.com

South Florida Regional Contact
Kevin Kornahrens • Executive Vice President
Office: 954-522-6868 x 1177
Cell: 321-482-0546
Email: KevinK@advancedroofing.com
Address: 1950 NW 22nd St, Ft. Lauderdale, FL 333111

Air Conditioning | HVAC
Paul Murphy - Service Manager
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Address: 2100 NW 21st Avenue, Fort Lauderdale FL
33311 Service Email: Service@advancedairsystem.com

Solar I Electric
Clint Sockman – Executive Vice President
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Cell: 954-232-8772
Email: ClintS@agt.com
Address: 1950 NW 22 Street, Fort Lauderdale FL 33311

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Frank H. Furman, Inc.
1314 East Atlantic Blvd.
P. O. Box 1927
Pompano Beach FL 33061

CONTACT NAME:
PHONE (A/C, No, Ext): (954)943-5050
FAX (A/C, No): (954)942-6310
E-MAIL ADDRESS: shannong@furmaninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Greenwich Insurance Company	22322
INSURER B: Starr Indemnity & Liaiblity Company	38318
INSURER C: Bridgefield Employers Ins Co	10701
INSURER D: Continental Casualty Co	20443
INSURER E: Federal Insurance Company	20281
INSURER F:	

INSURED

Advanced Roofing Inc
1950 NW 22nd Street
Fort Lauderdale FL 33311

COVERAGES **CERTIFICATE NUMBER:** Jan 24 FtL all w IF & Cr **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual & XCU incl X Broad Form Prop Dmg GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			CGS740979405	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
							Employee Benefits	$ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CAH740979505	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$ 10,000
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			1000588143241	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		830-56020	1/1/2024	1/1/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Installation Floater incl W/H			4016260407	1/1/2024	1/1/2025	Per Jobsite/Aggregate	$5.5MM/$15MM
E	Crime/EE Theft of Client Prop			82494026	1/1/2024	1/1/2025	Per Loss/Deductible	$500,000/$15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

FOR BIDDING PURPOSES

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tina Mangum/MR

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Robert P. Foote, President
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Toll Free 800.344.4838
Mobile: 954.609.0820
Rob@furmaninsurance.com

January 1, 2024

RE: ADVANCED ROOFING INC. (ARI) - Risk Management/Insurance Protection

We are the risk advisor for Advanced Roofing, Inc. The purpose of our correspondence is to share with you some of the highlights of the Advanced Roofing risk management programs. We will be sharing with you some details of the protection Advanced Roofing, Inc. provides to their clients to protect your assets. ARI has achieved an A+ superior risk management rating due to their strict risk and job safety quality controls.

- **RECOGNITION BY INSURER** – AXA XL is the Insurance Provider for ARI for several key components of their Insurance Portfolio. AXA XL is the insurance provider of choice for several of the **Top 25** Roofing Professionals throughout the country. AXA XL recognizes Advanced Roofing as a "best in class" contractor for ARI's performance record relative to safety, controlling losses and quality controls.

- **ARI CLIENTS' ASSET PROTECTION -** ARI has a **$12M (Auto)/$14M (GL)** aggregate limit of insurance protection per accident/incident in the event of a bodily injury or property damage claim that may occur on a jobsite or while ARI operates an automobile on the jobsite.

- **ARI's exceptional workers' compensation experience modification rating** of **.69** allows them to secure reduced insurance rates which, in turn, translates into savings for you, their clients. This .69 rating is 31 points better than the average roofing contractor, and places ARI in the top 2 percentile of Roofing Professionals, nationwide, from a performance rating perspective.

Advanced Roofing, Inc. has a full-time safety director, an assistant safety director (CHST designation from BCSP), three safety professionals who are assigned to the different regions of the state, 8 active CERTA trainers, two safety professionals who are CPR/First Aid/AED Trainers, and a risk manager that aggressively manages their internal, as well as managing their clients' risk during their construction projects. Advanced Roofing, Inc. believes deeply in educating and training their roofing mechanics to deliver the quality and workmanship your roofing asset deserves. The ARI training program separates them from many other roofing professionals. This past year alone, Advanced Roofing, Inc. has conducted the following training programs:

- Employees have received the OSHA 10-hour training to promote safety competency.
- Foremen and Construction Managers have received the OSHA 30-Hour training.
- Employees have been trained in Certified Roofing Torch Applicators (CERTA).
- Foremen and Managers have completed Respirable Crystalline Silica OSHA training.
- Foremen, leadmen, and supervisors have received Mobile Elevated Working Platforms training.
- Foremen and leadmen received Crane Rigging and Signaling OSHA certification.
- Foremen and Construction Managers received certification in first aid and CPR.
- 557 safety inspections with an 86% success rate.
- All approved drivers have attended the National Safety Council Defensive Driving Course.
- ARI Safety Department conducts new hire safety training at 7 a.m. Mondays and Thursdays every week.

- **GENERAL LIABILITY PROTECTION – $2M Per Occurrence/$4M General Aggregate/$4M Products and Completed Operations Aggregate.** Advanced Roofing has the following protection included in their general liability portfolio of protection:

  - Habitational/Residential – Including Multi-Family
  - Torch Coverage
  - "Hot" Applied Roof System Coverage
  - Unlimited Building Height Protection
  - Water Damage Coverage

- **AUTOMOBILE PROTECTION –** ARI has an occurrence limit on the commercial automobile protection of $12M in the event there is a covered bodily injury or property damage on your job site stemming from Advanced Roofing's operations. (Carrier A + Superior rated A.M. Best Co.)

- **COMMERCIAL UMBRELLA –** Advanced Roofing has a **$10M** limit of liability. (Starr Indemnity & Liability Company is A.M. Best rated A Excellent). Their umbrella provides protection above their underlying general liability and auto protection.

- **INSTALLATION FLOATER – BUILDERS' RISK –** ARI has secured **$5.5M** in protection for certain stored materials that are to be installed on your job site, with a **$15M** aggregate. This protection reduces the economic loss to you, the owner of the project, during the course of construction.

- **MOLD/POLLUTION LIABILITY PROTECTION –** ARI has secured **$2M** limits per claim/$2M Aggregate of liability to protect you, the owner, in the event that there is a covered cause of loss stemming from mold, algae, fungi, etc. as a result of the roofing operations of ARI. This highly specialized coverage illustrates to you, the owner, that ARI is serious about protecting your assets during the course of the construction project.

- **THEFT –** ARI's Crime Policy includes Theft of Client Property While on the Client Property in the amount of **$500,000** and includes money, securities, or other tangible property.

- **EMPLOYMENT PRACTICES LIABILITY –** ARI's **$1M** Employment Practices Liability Policy includes **Third Party Coverage**, affording coverage should ARI customers claim wrongful conduct.

➢ **CYBER LIABILITY –** ARI has Cyber Theft for any ARI customer whose company or personal information is stolen or damaged through a hack on ARI's system, with limits of **$1M**.

When you are investing in a roofing system, we encourage you to explore deeper than what is the cost of the roof. Advanced Roofing's commitment to quality and the experience they deliver places them at the top of the roofing profession.

ARI is recognized for their industry accomplishments as well as for reinvesting back to the community and environment. Experience Does Matter! Whether it be service, maintenance, new construction, re-roofing, repairs, or retro-fit, ARI has a solid portfolio of insurance protection in order to responsibly protect your project's building assets

Sincerely,

Robert P. Foote

Robert P. Foote, President
CPCU, ARM, AIM, CRIS, AFSB

RF:mr

Robert P. Foote, President
Frank H. Furman, Inc.
1314 E. Atlantic Blvd.
Pompano Beach, FL. 33060
Main: 954.943.5050
Toll Free 800.344.4838
Mobile: 954.609.0820
Rob@furmaninsurance.com

December 12, 2023

Advanced Roofing Inc.
1950 NW 22 Street
Ft. Lauderdale, FL 33311

To Whom It May Concern:

As the insurance advisors for Advanced Roofing, Inc., we submit this letter of confirmation of three years' Workers' Compensation Experience Modification Rates:

POLICY TERM	NCCI RATING
1/1/2024	.69
1/1/2023	.58
1/1/2022	.63

If additional information required, please contact Mel Rhinehardt, Account Manager at 954-943-5050 ext. 207, or email at mel@furmaninsurance.com

Sincerely,

Robert P. Foote

Robert P. Foote, CPCU, ARM, AIM, CRIS, AFSB
President
rob@furmaninsurance.com

Atlantic Specialty Insurance Company
605 Highway 169 N, Suite 800
Plymouth, MN 55441

January 2, 2024

RE: Advanced Roofing, Inc.

Letter of Bondability

To Whom It May Concern:

Advanced Roofing, Inc. is a highly regarded and valued client of American Global and Atlantic Specialty Insurance Company and is capable of providing Performance and Payment Bonds in the amount of $40 million for any single contract and $150 million in the aggregate. Atlantic Specialty Insurance Company is rated by AM Best as A+ (Superior), Class XV and is licensed to do business in all 50 States.

Naturally, we would expect that the execution of any final bonds would be subject to our normal underwriting review of the final contract terms and conditions by our client and ourselves. If we can provide any further assurances or assistance, please do not hesitate to call upon us.

This letter does not constitute an assumption of liability, and we assume no liability to you or to any third parties by the issuance of this letter.

Sincerely,

William Grefe Griffin
Attorney In Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Ricardo Davila Lamar, William Grefe Griffin, Vivian Santiago, Torre Taylor**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 2nd day of January, 2024.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Project References

EXPERIENCE MATTERS.

ADVANCED ROOFING INC

ESTABLISHED 1983

COMMERCIAL ROOFING & SOLAR

FIRM'S RELATED EXPERIENCE
GOVERNMENT/SCHOOL PROJECT REFERENCES

Broward County – Stirling Road Branch Library
3151 Stirling Rd., Hollywood, FL 33312

1. Contract Amount: $292,305.25
2. Completion Date: 12/2020
3. Contract Schedule: 5 weeks
4. Roof System: Modified Bitumen - Recover
5. Total SF: 21,400
6. ARI Project Manager: Ed Malone
7. Owner Info:
    a. Name: Broward County
    b. Address: 115 S. Andrews Ave., Fort Lauderdale, FL 33301
    c. Years doing business with: Since 1999
    d. Reference Contact: Carlos Puentes (954) 914-1668 / cpuentes@broward.org

Miami Beach – Bass Museum – Phase 3
2111 Collins Ave., Miami Beach, FL 33139

1. Contract Amount: $93,282.00
2. Completion Date: 03/2020
3. Contract Schedule: 2 weeks
4. Roof System: Modified Bitumen - Re-Roof
5. Total SF: 2,600 SF
6. ARI Project Manager: Connie Scott
7. Owner Info:
    a. Name: City of Miami Beach
    b. Address: 1833 Bay Rd., Miami Beach, FL 33139
    c. Years doing business with: Since 2012
    d. Reference Contact: Jorge Guanchez (786) 390-2040 / jorgeguanchez@miamibeachfl.gov

Fort Lauderdale – Lohmeyer Regional WWTF - Chlorine/SPS3 Bldg.
1765 SE 18th St., Fort Lauderdale, FL 33316

1. Contract Amount: $264,841.00
2. Completion Date: 03/2020
3. Contract Schedule: 4 weeks
4. Roof System: Modified Bitumen - Re-Roof
5. Total SF: 5,700 SF
6. ARI Project Manager: Connie Scott
7. Owner Info:
    a. Name: City of Fort Lauderdale
    b. Address: 1765 SE 18th St., Fort Lauderdale, FL 33316
    c. Years doing business with: Since 2004
    d. Reference Contact: Justin Murray (954) 828-4122 / jmurray@fortlauderdale.gov

Advanced Roofing, Inc.
Confidential Pursuant to Trade Secret 812.081

FIRM'S RELATED EXPERIENCE
GOVERNMENT/SCHOOL PROJECT REFERENCES

Florida Atlantic University - Bldg. 69 (Operations Bldg.)
777 Glades Rd., Boca Raton, FL 33431

8. Contract Amount: $403,177.00
9. Completion Date: 01/2019
10. Contract Schedule: 9 weeks
11. Roof System: Single Ply - Re-Roof
12. Total SF: 42,000
13. ARI Project Manager: Connie Scott
14. Owner Info:
    a. Name: Florida Atlantic University
    b. Address: 777 Glades Rd., Boca Raton, FL 33431
    c. Years doing business with: Since 1992
    d. Reference Contact: Marc Kozlin (954) 258-0747 / mkozlin1@fau.edu

Indian River County - Administration Bldgs. A & B
1800 & 1801 27th Street, Vero Beach, FL 32960

1. Contract Amount: $1,738,196.00
2. Completion Date: 06/20183
3. Contract Schedule: 21 weeks
4. Roof System: Metal - Re-Roof
5. Total SF: 104,144
6. ARI Project Manager: Carlos Varas
7. Owner Info:
    a. Name: Indian River County
    b. Address: 1801 27th St., Vero Beach, FL 32960
    c. Years doing business with: Since 2017
    d. Reference Contact: Richard Szpyrka (772) 226-1234 / rszpyrka@ircgov.com

Pratt & Whitney – Manufacturing Bldg. Fan Room #1 - Col A1-E7 Phase IV
17900 Beeline Hwy. Jupiter, FL. 33478

1. Contract Amount: $1,924,825.00
2. Completion Date: 05/2018
3. Contract Schedule: 20 weeks
4. Roof System: Asphalt BUR w/Modified Bitumen Cap - Re-Roof
5. Total SF: 50,000
6. ARI Project Manager: Guy Campbell
7. Owner info:
    a. Name: United Technologies Corp., Pratt & Whitney Division
    b. Address: 17900 Beeline Hwy., Jupiter, FL 33478
    c. Years doing business with: Since 2004
    d. Reference Contact: Bill Booth (561) 796-5052 / william.booth@pw.utc.com

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FIRM'S RELATED EXPERIENCE
GOVERNMENT/SCHOOL PROJECT REFERENCES

Broward College - Central Campus - B-08
3501 SW Davie Rd., Davie, FL 33314

1. Contract Amount: $638,561.00
2. Completion Date: 03/2018
3. Contract Schedule: 6 weeks
4. Roof System: Single Ply - Re-Roof
5. Total SF: 27,992
6. ARI Project Manager: Guy Campbell
7. Owner Info:
    a. Name: Broward College
    b. Address: 3501 SW Davie Rd., Davie, FL 33314
    c. Years doing business with: Since 2000
    d. Reference Contact: Deborah Czubkowski (954) 201-6900 / dczubkow@broward.edu

City of Sunrise - Nob Hill Soccer Club
10200 Sunset Strip, Sunrise, FL 33322

1. Contract Amount: $264,841.00
2. Completion Date: 03/2018
3. Contract Schedule: 14 weeks
4. Roof System: Metal & Single Ply - Re-Roof
5. Total SF: 78,900
6. ARI Project Manager: Carlos Varas
7. Owner info:
    a. Name: City of Sunrise
    b. Address: 10770 West Oakland Park Blvd., Sunrise, FL 33351
    c. Years doing business with: Since 2011
    d. Reference Contact: Megan Kaufold (954) 888-6070 / mkaufold@sunrisefl.gov

Palm Beach International Airport - Task W6 Cargo Bldg. #1475
846 Palm Beach International Airport, West Palm Beach, FL 33406

1. Contract Amount: $935,056.00
2. Completion Date: 12/2017
3. Contract Schedule: 9 weeks
4. Roof System: Modified Bitumen - Re-Roof
5. Total SF: 39,200
6. ARI Project Manager: Susana Macias
7. Owner info:
    a. Name: Palm Beach County Department of Airports
    b. Address: 1720 Centerpark Dr. E., West Palm Beach, FL 33401
    c. Years doing business with: Since 2005
    d. Reference Contact: Erick Talamilla (561) 440-0552 / Erick.Talamilla@weitz.com

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FIRM'S RELATED EXPERIENCE
GOVERNMENT/SCHOOL PROJECT REFERENCES

NASA - Kennedy Space Center - OSB1
Kennedy Space Center, FL 32899

1. Contract Amount: $1,140,000.00
2. Completion Date: 12/2017
3. Contract Schedule: 12 weeks
4. Roof System: Modified Bitumen - Re-Roof
5. Total SF: 53,000
6. ARI Project Manager: Jaime Spathelf
7. Owner info:
    a. Name: NASA Procurement Code OP-ES
    b. Address: Kennedy Space Center, FL 32899
    c. Years doing business with: Since 2017
    d. Reference Contact: Matthew Conneen (321) 312-7626 / mconneen@cremerglobalservices.com

Port Everglades - Fred Steven Bldg. (FTZ)
3400 McIntosh Blvd., Fort Lauderdale, FL 33312

1. Contract Amount: $599,279.00
2. Completion Date: 11/2017
3. Contract Schedule: 5 weeks
4. Roof System: EPDM Overlay - Repair
5. Total SF: 234,000
6. ARI Project Manager: Francisco Guzman
7. Owner info:
    a. Name: Broward County Board of County Commissioners
    b. Address: 115 South Andrews Ave., Rm 501, Fort Lauderdale, FL 33301
    c. Years doing business with: Since 2004
    d. Reference Contact: Jouvens Adrien (954) 468-3500 / jadrien@broward.org

Nova Southeastern University - HPD Annex
3401 S. University Dr., Davie, FL 33328

1. Contract Amount: $419,715.00
2. Completion Date: 08/2017
3. Contract Schedule: 10 weeks
4. Roof System: Modified Bitumen - Re-Roof
5. Total SF: 34,300
6. ARI Project Manager: Todd Avery
7. Owner info:
    a. Name: Nova Southeastern University
    b. Address: 3301 College Ave., Davie, FL 33328
    c. Years doing business with: Since 1994
    d. Reference Contact: David Gerrits (561) 901-9209 / david@gciconstructs.com

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FIRM'S RELATED EXPERIENCE
GOVERNMENT/SCHOOL PROJECT REFERENCES

Indian River State College - Bldg. H (Mary L. Fields Health Science Center)
3209 Virginia Ave., Fort Pierce, FL 34981

1. Contract Amount: $533,335.00
2. Completion Date: 08/2017
3. Contract Schedule: 7 weeks
4. Roof System: Metal - Re-Roof
5. Total SF: 20,000
6. ARI Project Manager: Todd Avery
7. Owner info:
    a. Name: Indian River State College
    b. Address: 3209 Virginia Ave., Fort Pierce, FL 34981
    c. Years doing business with: Since 2017
    d. Reference Contact: Sean Donahue (772) 462-7750 / sdonahue@irsc.edu

Broward County Aviation - Air Cargo Bldg.
3400 SW 2nd Ave., Fort Lauderdale FL 33315

1. Contract Amount: $444,756.00
2. Completion Date: 05/2017
3. Contract Schedule: 7 weeks
4. Roof System: Single Ply - Re-Roof
5. Total SF: 24,400
6. ARI Project Manager: Guy Campbell
7. Owner info:
    a. Name: Broward County Commission
    b. Address: PO Box 14740, Fort Lauderdale, FL 33302
    c. Years doing business with: Since 1999
    d. Reference Contact: Lionel Brown (954) 359-3185 / librown@broward.org

Broward County – Stephen R. Booher Building
3275 NW 99th Ave., Coral Springs, FL 33065

1. Contract Amount: $1,133,523.00
2. Completion Date: 04/2016
3. Contract Schedule: 20 weeks
4. Roof System: Modified Bitumen - Re-Roof
5. Total SF: 36,000
6. ARI Project Manager: Guy Campbell
7. Owner info:
    a. Name: Broward County Board of Commissioners
    b. Address: 115 S. Andrews Ave., Rm. 501-RP, Fort Lauderdale, FL 33301
    c. Years doing business with: Since 1999
    d. Reference Contact: Ian Harvey (954) 357-6485 / iharvey@broward.org

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FIRM'S RELATED EXPERIENCE
GOVERNMENT/SCHOOL PROJECT REFERENCES

Broward College - Central Campus - Bldgs. 13, 24 & 25
3501 SW Davie Rd., Davie, FL 33314

1. Contract Amount: $525,356.00
2. Completion Date: 02/2016
3. Contract Schedule: 4 weeks
4. Roof System: Single Ply - Re-Roof
5. Total SF: 32,885
6. ARI Project Manager: Guy Campbell
7. Owner Info:
    a. Name: Broward College
    b. Address: 3501 SW Davie Rd., Davie, FL 33314
    c. Years doing business with: Since 2000
    d. Reference Contact: Sean Devaney (954) 201-6974 / sdevaney@broward.edu

GSA Federal Courthouse & Office Building, Fort Lauderdale
299 East Broward Blvd Fort Lauderdale, FL 33301

1. Contract Amount: $702,290.00
2. Completion Date: 10/2015
3. Contract Schedule: 4 weeks
4. Roof System: Modified Bitumen - Re-Roof
5. Total SF: 56,500
6. ARI Project Manager: Guy Campbell
7. Owner info:
    a. Name: United States of America GSA/PBS BUDGET-4PAF/RUSSELL FED
    b. Address: 75 Spring St. SW, Atlanta, GA 30303
    c. Years doing business with: Since 2014
    d. Reference Contact: Calvin Mason (843) 357-1713 / info@arcincorporated.org

Cyril E. King Airport USVI
Airport Road, Charlotte Amalie West, St Thomas USVI

1. Contract Amount: $1,853,426.82
2. Completion Date: 03/2014
3. Contract Schedule: 8 weeks
4. Roof System: Single Ply - Re-Roof
5. Total SF: 120,100
6. ARI Project Manager: Jessica Kornahrens
7. Owner info:
    a. Name: Virgin Islands Port Authority
    b. Address: 8074 Lindberg Bay, St. Thomas USVI
    c. Years doing business with: Since 1996
    d. Reference Contact: Eric Cusin (340) 718-7222 / ecusin@jbcvi.com

Advanced Roofing, Inc.
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CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 6/24/2024 **Prepared by:** Milton Leggett

Title of Item:
BUDGET AMENDMENT #12; ROOF REPLACEMENT OF EXISTING METAL BUILDING (RC):

RESOLUTION No. 59-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. 12 TO THE 2023-2024 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR ROOF REPLACEMENT OF EXISTING METAL BUILDING LOCATED AT THE PUBLIC WORKS COMPLEX; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
This Budget Amendment No. 12 will fund replacement of an existing metal roof at the Public Works Complex.

Funding Source:
Undesignated, Unreserved General Fund Balance $126,160.00

Recommended Action:
Adopt Resolution No. 59-2024

ATTACHMENTS:
1. R59-2024 BA #12 Roof Replacement
2. MILTONAdvancedStuart - Public Works Complex Bid
3. NOI

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 59-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET ADMENDMENT NO. 12 TO THE 2023-2024 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR ROOF REPLACEMENT OF EXISTING METAL BUILDING LOCATED AT THE PUBLIC WORKS COMPLEX; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart ("City") adopts a balanced budget annual for Revenues and Appropriations as part of the Fiscal Year Operating Budget which is intended to provide for the general operations of the City and the various funds, anticipating regular operating costs and expected capital acquisitions, the City monitors and reviews the progress of the operating budget throughout the fiscal year; and

WHEREAS, the City from time to time identifies unexpected or unintended expenditures as well as, additional revenues and possible shortfalls, and therefore, must amend the Fiscal Year Operating Budget to accommodate these variations.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AS FOLLOWS:

SECTION 1: The 2023-2024 Fiscal Year Operating Budget for the General Fund is hereby further amended, as follows:

From: Undesignated, Unreserved, General Fund Balance
$126,160.00
To: Vehicle Maintenance Repairs
$126,160.00.

SECTION 2: This resolution shall take effect on adoption.

Resolution No. 59-2024
BA #12 Roof Replacement

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
REBECCA S. BRUNER, MAYOR				
CAMPBELL RICH, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS,COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

ADOPTED this 24th day of June 2024.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

April 12, 2024

Alaina Knofla
City of Stuart
121 SW Flagler Ave
Stuart, FL 34994

Re: Work Order #1 (RFQL#2024-400): Stuart Public Works - Big Shed

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, materials, tools, equipment and proper insurance with excess liability up to twelve (12) million dollars. Our scope of work includes a McElroy metal roof system, or equal, based on RFQL#2024-400 WO#1 dated 3/20/24 and Addenda #1-3. Pricing is as follows:

Price: $124,325.00
Add for P&P Bond: $1,835.00

Scope of Work (5,200 SF)

1. Rip the existing metal roof system down to the existing open framing.
2. Furnish and install supplemental purlins at locations required to meet approval uplift pressures.
3. Roof System proposed: McElroy 24 Ga Kynar R-Panel exposed fastener roof panel per local building code and FL1747-R18. All detail work to be done in accordance with manufacturer standard details.
4. Shop fabricate and install 24 Ga. Kynar standard color edge metal per manufacturer's details.

Clarifications and Inclusions

1. Proposal includes normal day working hours. Night and after-hours work will include additional charges.
2. Equipment loading for roof work is included in bid.
3. Proposal includes all required material sales tax.
4. Proposal is based upon manufacturer's standard color for kynar finish metals. If premium or metallic colors are desired, additional costs will apply.
5. A standard Kynar finish warranty is included in the bid.
6. A two-year (2) contractor's warranty is included in this proposal.

Exclusions

1. Replacement of existing rusted purlins (See unit price).
2. Any prevailing wages, certified payroll or Davis Bacon Determination Wage Rates.
3. Any Textura fees as bidding documents do not indicate that Textura is being utilized.
4. Any mechanical, plumbing, electrical work.
5. Any rough carpentry work
6. Any gutters or downspouts.
7. Any fixed roof access ladders or metal stair work.
8. Any metal gauge thicker than 24 Ga.
9. Standing seam roof panels as addendum #3 indicates a screw down panel is desired.
10. Any weathertight warranty as none is available for this type of roof panel.
11. Skylight as they are to be deleted per addendum #3.
12. Anything other than what is stated above in the base bid scope of work.

Unit Prices

1. Replace rusted purlins: $85.00 per LF

Due to long lead time for material deliveries and extreme volatility in material prices, Contractor cannot guarantee the price of materials necessary for the completion of the Work. If, subsequent to the execution of this Agreement, there are any unavoidable casualties, material shortages, manufacturer or supplier mandated upcharges on materials, or any other events beyond Contractor's control that cause an increase in the price of the materials used in the performance of the Work, which include but is not limited to, tar, asphalt, asphalt-related products, steel, metal, plywood, insulation, flashings, membranes, tiles, sealants, or fasteners, the Contract Sum shall be equitably adjusted to account for those unforeseen costs. In an effort to mitigate future price escalations, Contractor shall require, and Owner/Customer agrees to pay, a deposit of twenty-five percent (25%) of the Contract Sum within ten (10) days of execution of this Agreement. Contractor acknowledges and agrees that the deposit shall be used exclusively for the purchase of materials that are anticipated to be used for the Work.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,
Miranda O'Bryan
Miranda O'Bryan
Roofing Estimator

City of Stuart

121 SW Flagler Avenue
Stuart, FL 34994
Phone: 772-288-5320
www.cityofstuart.us

WORK ORDER

W.O. # : 1
W.O. Date : 3/20/2024

Requested By: Milton Leggett, Public Works Director
Department: Public Works

RFQL #2024-400: City Wide Annual Roofing Repair and Replacement

NOTICE OF SOLICITATION	CONTRACTOR
The City of Stuart is requesting re-roof removal of existing metal panels and haul all trash and debris. Supply and install Metal Galvalume Plus Standing Seam roof system, or similar product including all materials needed to complete a water tight roof system. Supply and install boots for all vents. Supply information on warranty coverage. Price must include permit cost. Roof is located at 407 Martin Luther King Blvd.	**Advanced Roofing**

Bids Due: **April 12, 2024 no later than 11:30 AM you may email submittals to purchasing@ci.stuart.fl.us.**
Please indicate on submittal/Subject line to email WO#1

You may also mail or hand deliver your WO to 301 SE Ocean Blvd, Suite 204 Stuart, Florida 34994 ATT: Purchasing

STATEMENT OF WORK

Public Works Complex: 407 Martin Luther King Blvd (Big Shed)
Pricing to include the following:

The City of Stuart is requesting re-roof removal of existing metal panels and haul all trash and debris. Supply and install Metal Galvalume Plus Standing Seam roof system, or similar product including all materials needed to complete a water tight roof system. Supply and install boots for all vents. Supply information on warranty coverage.

All site visits prior to WO sumbittal are upon request, please contact Purchasing at 772-288-5320.

Please submit questions to purchasing@ci.stuart.fl.us

ADDITIONAL COMMENTS

All pricing included under lump

PAYMENT AND PERFORMANCE BONDS: The successful proposer, when awarded a contract valued at $50,000.00 or more, will be required to furnish payment and performance bonds with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

ALTERNATE BID UNIT PRICE FOR PURLINS (This City has the right to deny alternate bid)	$85.00 per LF
BID TOTAL	$126,180.00

Authorized Signature: _____ **Date:** 04.12.2024
Robert P. Kornahrens, President

City of Stuart

Date: March 25, 2024

To: Prospective Bidders

Subject: **Addendum #1 to RFQL# 2023-400-WO#1: Complex Shed**

ADDENDUM #1

The purpose of this addendum is to change the due date from Friday March 29, 2024 to:

FRIDAY APRIL 5, 2024, 11:30AM
SUBMITTALS MUST BE EMAILED TO
PURCHASING@CI.STUART.FL.US
NO LATER THAN THE DUE DATE.

All other terms and conditions of this WORK ORDER remain unchanged.
This Addendum shall be considered an integral part of the Work Order and this Addendum must be acknowledged, signed and returned with your submittal **by 11:30AM on April 5, 2024.** Failure to comply will result in disqualification of your bid.

Alaina Knofla
Procurement Coordinator

Acknowledge is hereby made of Addendum #1 to ITB #2023-400 WO#1: Complex Shed

Robert P. Kornahrens
Signature

Advanced Roofing, Inc.
Firm

04.12.2024
Date

MirandaO@advancedroofing.com
Email Address

City of Stuart

Date: March 26, 2024

To: Prospective Bidders

Subject: **Addendum #2 to RFQL# 2023-400-WO#1: Complex Shed**

ADDENDUM #1

The purpose of this addendum is to change the due date from Friday March 29, 2024 to:

FRIDAY APRIL 12, 2024, 11:30AM
SUBMITTALS MUST BE EMAILED TO
PURCHASING@CI.STUART.FL.US
NO LATER THAN THE DUE DATE.

New work order attached adding alternate bid for purlins.

All other terms and conditions of this WORK ORDER remain unchanged.
This Addendum shall be considered an integral part of the Work Order and this Addendum must be acknowledged, signed and returned with your submittal **by 11:30AM on April 12, 2024.** Failure to comply will result in disqualification of your bid.

Alaina Knofla
Procurement Coordinator

Acknowledge is hereby made of Addendum #2 to ITB #2023-400 WO#1: Complex Shed

Robert P. Kornahrens	Advanced Roofing, Inc.
Signature	Firm
04.12.2024	MirandaO@advancedroofing.com
Date	Email Address

City of Stuart

Date: April 1, 2024

To: Prospective Bidders

Subject: **Addendum #3 to RFQL# 2023-400-WO#1: Complex Shed**

ADDENDUM #3

The purpose of this addendum is to clarify the following questions:

1. Are the skylights to be installed in the same locations with the new roof or deleted?
   NO
2. Is the roofer to include the additional supplemental purlins between the existing that are required to meet code approvals?
   Yes
3. Please provide a basis of design panel.
   24-gauge roof panel
4. Are you looking for a standing seam panel like PAC-Tite Loc Plus?
   The standard screw down
5. What metal thickness are you looking for? Is 24 Ga Kynar Steel, ok?
   24 gauge
6. What Panel width are you looking for? Is 18" wide ok?
   Yes
7. Are new gutters and downspouts to be included?
   No
8. Are you looking for a manufacturer's weathertight warranty to be included? If so, how many years?
   Yes, standard warranty.
9. What is the roof height at the eave?
   From ground to eave is 14'

All other terms and conditions of this WORK ORDER remain unchanged.
This Addendum shall be considered an integral part of the Work Order and this Addendum must be acknowledged, signed and returned with your submittal **by 11:30AM on April 12, 2024.** Failure to comply will result in disqualification of your bid.

Alaina Knofla
Procurement Coordinator

Acknowledge is hereby made of Addendum #2 to ITB #2023-400 WO#1: Complex Shed

Robert P. Kornahrens	Advanced Roofing, Inc.
Signature	Firm
04.12.2024	MirandaO@advancedroofing.com
Date	Email Address

Contract Terms & Conditions

The following provisions form part of the contract between the parties hereto. Advanced Roofing, Inc. will be referred to as "Advanced":

GUARANTEE: Unless otherwise provided in the body of this contract, re-roofing jobs are guaranteed by ARI Insurance, Inc. for two years, the premium for which is included in the contract amount. The guarantee covers any defect in workmanship or in materials supplied by Advanced which cause a leak to the premises. The guarantee does not cover actions beyond the control of Advanced, including but not limited to windstorms, hurricanes, tornados, lightning, plant or animal life, such as termites, damage caused by Owner or other parties, or work done by parties not under the control of Advanced. Mechanical and electrical modifications are not part of Advanced 's responsibility unless included in the scope of work otherwise described herein. Advanced's total liability under this guarantee shall not exceed the lesser of (a) the cost to return the roof to a watertight condition or (b) the contract amount paid to Advanced pursuant to the terms of this contract. In no event shall Advanced's liability under this contract extend to consequential damages. Claims made under this guarantee shall be made to ARI Insurance, Inc. c/o Advanced Roofing, Inc. Advanced Roofing is authorized to photograph the property in order to determine the scope of services, marketing, or other purposes associated with the project.

CLAIMS: All claims for nonfulfillment of the contract shall be made within 30 days from completion of the work. Advanced reserves the right to correct any condition for which it is responsible including damage to other property. In the event others repair or attempt to repair any problem with the work done by Advanced, unless authorized by Advanced in writing, all guarantees and warranties associated with this project shall be void and of no other further force and effect. Advanced shall not be liable for any cost of work or repairs to its work done by others unless previously authorized by Advanced in writing.

PAYMENT: Owner has represented to Advanced that it has the funds available to make payment and has further agreed to supply financial records satisfactory to Advanced, prior to commencement of construction. Owner agrees that, if requested to do so by Advanced, Owner shall complete a credit application authorizing Advanced to investigate the credit worthiness, credit history and/or financial responsibility of Owner. If Advanced in its sole discretion is not satisfied with Owner's current or future ability to pay, or Owner fails to complete a credit application, Advanced may terminate this contract without penalty. Final payment is due on the completion of the job and is a condition precedent to any warranty or guarantee obligation of Advanced or ARI Insurance, Inc. Any release, lien waiver or warranty issued pursuant to this project is delivered in escrow subject to payment and may be cancelled for nonpayment. Advanced's right to payment is not contingent upon the acceptance of work done by others and over which Advanced has no control. Interest shall accrue at eighteen percent per annum on all amounts not paid within 30 days of the date payment was due. All payments made via credit card or debit card are subject to a three percent (3%) processing fee.

UNFORESEEN CONDITIONS: This proposal is limited to the scope of work described and does not include structural issues which may be discovered during the course of the work. In the event that unforeseen conditions arise that were not apparent upon visual inspection, such additional work shall be performed on a time and material basis over the price stated in this contract. Examples of conditions which will be considered an unforeseen condition giving rise to an increase in the cost of the job would be the discovery of additional roofs during tear-off; or that the original roof was solidly mopped to the deck; deck replacement; deck securement/fastening; deck minimum gauge or deck conditions requiring repair beyond proposal allowance, or any other condition that Advanced should not reasonably have anticipated from visual inspection and included in the price provided for in the contract. It is recommended that a structural engineer inspect the roof deck.

OWNER RESPONSIBILITIES: Unless otherwise provided for in the body of this contract, Owner is responsible for any of the following conditions: Asbestos testing and removal expenses, if any; wind uplift and moisture testing if required; engineering and attachment or enhancement of the existing/proposed roof deck system and any structural component of the building; the condition of the existing/proposed deck slope, structural integrity of the deck, method of attachment of the deck, buried conduits, and equipment below the deck or any other structural deficiencies which may contribute to preventing positive drainage on the roof surface; Waterproofing of the building envelope, including windows, doors, or other areas outside the scope of work performed by Advanced. Owner may be responsible for moving or otherwise protecting signs, lighting antennas, satellite dishes or other property or equipment which interferes with the reroofing of the property and agrees not to hold Advanced liable for damage to same unless Advanced accepted the responsibility therefore. Customer/Owner acknowledges that during the course of the roof removal process it is possible for small amounts of debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. ARI will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree ARI shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process.

PRE-CONSTRUTION INSPECTION/LEAKS: Roofs ready for replacement are generally leaky and holding water which may, through no fault of Advanced, leak into the building during the course of the re-roofing process. Advanced shall use best roofing practices to minimize the risk of leaks but owner agrees not to hold it liable for leaks not directly caused as a result of negligent practices. Additionally, interior damage generally pre-exists commencement of the re-roofing project. Owner agrees to provide access to all interior areas and top floor units in order for the parties to document pre-existing damage. The risk is upon Owner, who agrees to indemnify and hold Advanced harmless, against any claim by Owner or any other party seeking to hold Advanced liable for damages where Advanced was not provided access during its pre-construction inspections to the areas in question. Owner also shall have the responsibility to notify its residents of the steps that must be taken to protect their property, which will be contained in the Start-Up letter provided by Advanced. Owner shall also provide the staging area and cooperate to inform and assist in preventing residents or others from entering that area or any area under construction.

PRICES QUOTED ARE FOR GALVANIZED flashing, eves drip and gravel stop unless otherwise specified.

UPLIFT STANDARDS: All roofing systems will be installed in accordance with both the manufacturer's specifications and building code. Advanced does offer uplift guarantees but unless otherwise specified in this proposal post installation pressures are not guaranteed.

EXISTING PROPERTY OR EQUIPMENT: Unless otherwise specified in this contract, Advanced shall not be liable for damage to property or equipment, including signs, lighting fixtures, antennas, satellite dishes or other equipment at the property which is reasonably at risk from the work performed by Advanced. Any expenses incurred by Advanced to protect said property shall be paid for by Owner.

RISK OF DAMAGE: It can be expected that the work will cause vibration, which could cause damage to the building or its contents. The Owner is in the best position to secure said property or, in the case of others who occupy interior units, to advise them of the need to do so. Advanced does not assume any risk and shall not be held liable for damage to stained, cracked or damaged ceilings or ceiling components, cracked or damaged plaster, insulation, acoustical tile or personal property or fixtures within or about the building(s), cracks in driveways, curbs and sidewalks or soffit repair or replacement. Additionally, Advanced shall not be liable for damage to parked vehicles or property located in or about the staging area assigned for its use, or for any damage or injury for respiratory problems which may result from the odors associated with its work. The Owner shall advise its tenants and employees of these risks and concerns and take such action as it deems reasonable.

DELAYS: Advanced shall not be liable in any respect for any delays caused by strikes, labor disputes, material shortages, court injunctions, actions by the Owner or by third parties, Acts of God, or other conditions outside of its control. In the event Advanced must remobilize as a result of any action for which the Owner is responsible, or due to weather or other conditions not the responsibility of Advanced, Advanced shall be entitled to an increase of the contract price attributed thereto. If it is necessary to perform additional work in order to protect the property from adverse weather, or to repair work damaged by adverse weather, Advanced will be entitled to a change order for reimbursement for same.

MATERIAL PRICE CHANGES: Due to extreme volatility in material prices, if, subsequent to the execution of the this contract, there is an increase in the price of tar, asphalt, asphalt-related products, steel, metal, plywood, insulation, flashings, membranes, tiles, sealants, fasteners, or other materials necessary for the completion of the Work, the Contract Price shall be equitably adjusted to reflect the additional cost. Advanced will provide written documentation reflecting the increased charges. A fuel surcharge may be added if the price of fuel increases by more than 5% between the time the contract is signed and commencement.

BREACH: In the event Owner terminates or breaches this contract, or if a condition attributable to Owner or Owner's property arises that prevents Advanced from fulfilling the contract, Advanced shall be entitled to be paid that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses and profit which would have been realized had the work been completed. If the contract is canceled as a result of strike, labor dispute or conditions not the fault of or attributable to either party hereto, Advanced shall be entitled to recover from Owner that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses or other expenses incurred related to the project but not profit for work not performed.

DISPUTES: The prevailing party in any litigation, arbitration or mediation arising out of or relating to this contract shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, at both the trial level and on appeal. Broward County, Florida, shall be the sole and exclusive venue for any litigation arising from or relating to this contract. Owner hereby expressly consents to the exclusive personal jurisdiction of the state and federal courts located in Broward County, Florida for any lawsuit filed arising from or related to this contract and waives any argument that any such court lacks jurisdiction or that venue in such forum is not convenient. In the event Owner commences any action arising under this contract in another jurisdiction or venue, Advanced shall, at its sole option, be entitled to have the case transferred to one of the jurisdictions and venues above stated, or if such transfer cannot be accomplished under applicable law, Owner consents to have such case dismissed without prejudice.

NO ORAL PROMISES: There are no promises, representations or understandings outside of this instrument which instrument represents the complete agreement between the parties. No modification of this contract shall be valid unless in writing, signed by the party against whom the change is asserted. Any notification required by this contract shall be made in writing.

LIMITATION OF LIABILITY: Advanced Roofing is not liable for any claim for injury or damages, whether based upon a contractual, statutory or tort theory, which result from: (a) natural disasters including but not limited to lightning, windstorm, hail, hurricane, tornado, wind gale force or greater; (b) misuse, neglect, or unauthorized alterations of the roofing system or as a result of or connected with materials supplied or installed by others; (c) exposure to damaging substances such as oil, solvents etc.; (d) failure of the substrate, surface or materials under the roof; (e) improper drainage; (f) lack of recommended maintenance; (g) damage resulting from water entry from any portion of the building structure which is not a part of the roofing system, or (h) any claim related in any way to damage or injuries from mold, spores, fungus, any organic pathogen or exposure to toxic or noxious substances fumes or vapors. Advanced Roofing shall have no obligation under this Contract until all bills for installation, service, and materials have been paid for in full. The Owner will, at its expense initiate an ongoing maintenance program to include keeping all pitch pans filled with mastic, maintaining caulk or sealant around all roof penetrations, cap metal, cover plates, gravel stops, counterflashings, termination bars, exterior scuppers, gutters, down spouts and leader heads, and keeping the roof free of vegetation, trash and debris and such other miscellaneous items necessary to maintain the serviceability of the roofing system. If this roofing system is covered under a manufacturer's Warranty, Advanced is not liable for the provisions thereof. The warranty and liability of Advanced Roofing shall only accrue to and be for the benefit of the original Owner named herein, and is NOT assignable or transferable without prior written approval and inspection by Advanced Roofing.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED ROOFING, INC. DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY REPRESENTED BY THIS WARRANTY.

Advanced Roofing's exclusive responsibility and liability under this warranty has been transferred to Advanced Roofing, Inc. and, in the case of a new roof, to make repairs that may be necessary to maintain the roofing system in a watertight condition for the length of Advanced Roofing's warranty period; and in the case of a repair, to repair any additional leaks which result from faulty repair work done by Advanced Roofing. (Owner acknowledges that leaks may come from more than one possible source and that Advanced Roofing does not guarantee that its repair will stop leaks not associated with the area repaired by it.) Advanced Roofing shall not be liable for its own negligence, or under theories of statutory or strict liability or any other theory of liability other than the exclusive liability set forth in this warranty which Owner agrees is it sole remedy notwithstanding the type or category of damages claimed. Under any circumstance, Advanced Roofing will not be liable for any personal injury claims, or claims for consequential damages to the structure (upon which the roofing system is affixed) or its contents, loss of time or profits or any inconvenience or expense incurred by Owner. Any change to the provisions of this section must be in writing and signed by a corporate officer of Advanced Roofing, Inc.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

State of Florida
Department of State

I certify from the records of this office that ADVANCED ROOFING, INC. is a corporation organized under the laws of the State of Florida, filed on October 8, 1983.

The document number of this corporation is G65116.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 9, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of January, 2024

Secretary of State

Tracking Number: 8321108239CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, ROBERT P

ADVANCED ROOFING INC
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CCC024413

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, ROBERT P

ADVANCED ROOFING INC
1950 NORTHWEST 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CGC1507377

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS A AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, THOMAS MICHAEL

ADVANCED ROOFING, INC.
1950 NW 22ND ST
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CAC1818806

EXPIRATION DATE: AUGUST 31, 2024

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Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CERVONE, MICHAEL SCOTT

ADVANCED ROOFING, INC.
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: EC13006050

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE SOLAR CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SOCKMAN, CLINTON ALAN

ADVANCED ROOFING INC
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CVC56792

EXPIRATION DATE: AUGUST 31, 2024

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NABCEP CERTIFIED®

PV Installation Professional

The North American Board of Certified Energy Practitioners

does hereby recognize that

CLINTON SOCKMAN

has satisfied the requirements and standards for the

PV Installation Professional

established by the NABCEP Board of Directors.

Certification # PV-101913-002781

Expires 12/19/2025

Donald B. Warfield, Board Chairman

To verify current status visit www.nabcep.org

The North American Board of Certified Energy Practitioners Not-For-Profit Corporation SEAL 2002 NEVADA

NABCEP®

Raising Standards. Promoting Confidence.

NABCEP CERTIFIED SYSTEM INSPECTOR®

Photovoltaic

The North American Board of Certified Energy Practitioners

does hereby recognize that

YANFEI DING

has satisfied the requirements and standards for the

Photovoltaic System Inspector

established by the NABCEP Board of Directors.

Certification # PVSI-072019-028634

Expires 09/20/2025

Donald B. Warfield, Board Chairman

To verify current status visit www.nabcep.org

NABCEP®

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NABCEP CERTIFIED®

PV Technical Sales Professional

The North American Board of Certified Energy Practitioners

does hereby recognize that

THOMAS GRIFFITH

has satisfied the requirements and standards for the

PV Technical Sales Professional

established by the NABCEP Board of Directors.

Certification # PV-120521-013589

Expires 12/04/2024

Donald B. Warfield, Board Chairman

To verify current status visit www.nabcep.org

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MYERS, GORDON WILLIAM

4950 NW 7TH
COCONUT CREEK FL 33063

LICENSE NUMBER: PE36852

EXPIRATION DATE: FEBRUARY 28, 2025

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Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MORRIS, RUSSELL FRANCIS

1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: PE85793

EXPIRATION DATE: FEBRUARY 28, 2025

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COMPANY PROFILE

Advanced Roofing, Inc. is uniquely positioned to bring the most innovative roofing techniques and products our customers. ARI began in 1983 and has since grown to be South Florida's premier commercial roofing specialist. We have become a full-service roofing contractor, consisting of: a service department providing repairs and maintenance, metal roofing department, HVAC department, a custom sheet metal fabrication department, crane division, electrical division and solar/renewable energy department.

We fully acknowledge and understand the challenges inherent in every roofing project; particularly the specialty work required on occupied buildings. Our extensive experience in roofing occupied government facilities has made us mindful and aware that we must accommodate you in having as little disruption as possible during the roofing process.

We are pleased to announce that we have won "The Excelle Protection Award". We received this honor (in which only 35 out of thousands of contractors received this award in the USA). You can count on ARI to bring over 40 years of impeccable service along with our outstanding safety record throughout every phase of the project. You can expect constant communication, excellent workmanship and superior service from start to finish. Any challenge is an opportunity for us to bring a solution. From the time you sign with us, we've got it all covered. When we say we'll do something, you can swear by it.

Established in 1983, Advanced Roofing, Inc. is a full-service commercial roofing company. With "Commitment to Quality" through solving customers' needs with premium materials and excellent craftsmanship, Advanced Roofing has been named one of the top ten roofing contractors in the United States. Licensed, bonded and insured, Advanced Roofing's dedication to safety, professionalism, and quality work is signified through the satisfaction of hundreds of customers. Advanced Roofing has your solutions all under one roof.

In addition, due to Advanced Roofing's elite status in the industry, we are able to provide our customers with additional benefits including:

- Named #1 Roofing Contractor in South Florida
- $150 million Bonding Capacity
- Additional Captive Insurance
- FPL Approved Contractor
- Certified with all major manufacturers
- Full Safety Division
- In-house Sheet Metal Department, Crane Division, HVAC, Electrical, Lightning Protection, Solar
- 24/7 Service and Emergency Repairs

We offer a wide variety of roof systems to fit your needs, and we are certified by every major material manufacturer to install the highest quality roofing systems with the best warranties. Our goal is to make the roofing process easy and hassle free for you, our customer. Roofing of occupied buildings is a highly technical process. Our experience constantly improves, from protecting the property, documentation, existing conditions, pre-construction, job meetings, code compliance, involving building departments, manufacturers' representatives, close out and getting other recommendations from you. Our roofing department has over 500 expertly trained Construction Managers, foreman, roofing mechanics and laborers. They are all intensively trained in roofing safety procedures.

Our service department handles all major and minor problems that may occur on your roof quickly, efficiently, and at a reasonable cost. With over 500 buildings, totaling over 14 million square feet of roof, under Advanced Roofing's Proactive Maintenance Agreement, our commitment to service speaks for itself. Advanced Roofing's dedication to clients has allowed Advanced Roofing to grow, expand, and service the roofing needs of some of Florida's biggest businesses, government entities, schools, and more.

In 1994, Advanced Roofing established DBA Advanced Air Systems to specialize in HVAC new construction, retrofit, unit change outs, service repairs, and maintenance solutions for residential, commercial, industrial, institutional and historical properties throughout Florida. Advanced Air Systems holds a Class A license with services unlimited in the execution of contracts requiring the experience, knowledge, and skill to install, maintain, repair, fabricate, alter, extend, or design central air-conditioning, refrigeration, heating, and ventilating systems.

EXISTING TERM CONTRACTS

South Area Term Contracts:

- Port Everglades Roof Repair, Replacment and Related Services
- Palm Beach County Annual Contract-Roofing
- Broward College
- School District of St. Lucie County (Piggybacking Broward College)
- SBBC - Construction Services Emergency Projects VI (CSEP) - 18-171F
- Town of Davie (Piggybacking Sourcewell)
- Town of Davie - Misc. Roofing Services - R2020-180
- SBBC - Construction Services Minor Projects (CSMP) - FY20-130 - Roofing, GC & Mechanical
- School District of Palm Beach County - Roofing Contractor Services for Disaster Recovery Assistance
- School District of Palm Beach County- Roofing Products and Services - #20C-45V
- Miami Beach - General Building Specialty Trade Services
- Town of Palm Beach - Roofing Contractors
- Martin County School District - District Wide Roofing Repairs, Gutters, Maintenance & Materials
- Lee County County Wide Roofing

- School District of Indian River County - Districtwide Roof Repairs & Mainenance Services
- Boeing Company - Miami
- SBBC - Roofing Services
- FAU - Roofing Services
- FIU - Small Trade Services II
- Lauderhill-Trade Roof Contractors-Prequal
- CCPS(Collier County Public Schools) - #19-050 Roofing Inspection & Repair Services
- Broward County - Roofing Maintenance & Repairs at Various County Buildings
- City of Deerfield Beach - (Piggybacking City of Sunrise)
- City of Lauderhill - (Piggybacking Port Everglades)
- City of Sunrise - Roofing Maintenance and Repairs
- Sourcewell - Southeast Florida Area
- City of Miramar - (Piggybacking Port Everglades)
- NIPA / RoofConnect
- Baptist Health - Emergency Roof Repairs
- Baptist Health - Master Agreement
- Monroe County School District (Piggybacking Broward College)
- City of Vero Beach (Piggybacking City of Sunrise)
- Collier County - Roofing Replacement Contractors
- Miami Beach - Job Order Contracting Services-Various Trades
- City of Fort Lauderdale - (Piggybacking City of Sunrise)
- SWA (Solid Waste Authority)
- City of Coral Springs - (Piggybacking City of Sunrise)
- City of Boynton Beach - (Piggybacking City of Sunrise)
- City of Stuart - City Wide Annual Roofing Repair & Replacement
- City of Doral - (Piggybacking City of Sunrise)
- Miami Dade County Public Schools (MDCPS) Roofing Term Bid Open Market
- Seminole Tribe of Florida - Certified Roofing Contractor Services
- Miami Dade College - Commercial Roofing Inspections, Repairs, Restoration & Replacemenet Prequal of Contractors
- Collier County - Roofing Preventive Maintenance and Remedial Repairs

Central & North Area Term Contracts:

- FDOT - Routine Maintenance, Repair, Installation and Evaluaiton to Roof Systems at Various Locations on Florida's Turnpike Mainline
- Orange County
- Volusia County
- SDOC - School District of Osceloa County - Roofing Installaiton & Repair Contractor Services
- Sourcewell - Southwest Florida Area
- Sourcewell - East Central Florida Area
- Sourcewell - Northeast Florida Area
- Sourcewell - Northwest Florida Area

- Orlando Aviation Authority - Continuing Roofing Construction Services
- Lake County Roof Repair Services
- Hernando County - Construction Projects
- Kinder Morgan
- City of Bradenton - (Piggybacking City of Sunrise)
- Orlando Utilties Commission
- Village Center Community Development District - (Piggybacking City of Sunrise)
- Village Center Community Development District - (Piggybacking City of Sunrise)
- North Sumter County Unitlity Community Development District - (Piggybacking City of Sunrise)
- North Sumter County Unitlity Community Development District - (Piggybacking City of Sunrise)
- Sumter Landing Community Development District - (Piggybacking City of Sunrise)
- Alachua County - Minor Roof Repair Services
- AFICC/771 ESS/EGB Wide Roofing Repair and Replacement
- University of South Florida - USF
- City of Dunedin - (Piggybacking City of Sunrise)
- City of Kissimmee - (Piggybacking City of Sunrise)
- Pinellas County - Roofing Services & Supplies Waterproofing & Related Products Services
- University of Central Florida - UCF
- Daytona International Speedway - Roofing Repairs
- City of Apopka
- Charlotte County - Re-Roofing & Roof Repairs
- Punta Groda - (Piggybacking Charlotte County)
- City of Deltona

Federal Term Contracts:

- TCPN(Roof Connect)

Private Entity Term Contracts:

- Publix Supermarket
- Pratt & Whitney
- UPS
- FPL-CBRE
- Memorial Healthcare Systems

QUALIFICATIONS OF BIDDER'S KEY PERSONNEL

Robert Kornahrens
CEO, President

Founder of Advanced Roofing Inc. and oversees all company operations.

Experience: Rob Kornahrens is a leader in the commercial roofing industry for more than 40 years. Before starting Advanced Roofing in 1983, he worked with Triple M Roofing Corporation in New York. During his tenure at Triple M, Rob held numerous field positions and was eventually promoted to Branch Manager where he was responsible for opening and operating new branches in both Atlanta and Fort Lauderdale.

Education: B.S. Degree in Business Administration from University of Arizona, 1979

Michael Kornahrens
Vice President

Michael joined Advanced Roofing in 1998 and is responsible for overseeing the operations and management of all divisions.

Experience: Born into the roofing industry, Michael has held many positions at Advanced Roofing over the past 18 years, including leading the Metal Roofing and Renewable Energy divisions. His responsibilities include developing rooftop and solar designs, coordinating subcontractors, and managing project installations throughout the United States and Canada.

Education: B.A. in Management and Marketing, Florida Atlantic University

Clint Sockman
Vice President

Clint joined Advaned Roofing in 1998 and is responsible for oversseing the the Re-Roofing and Renewable Energy Divisions.

Experience: A second generation roofer with more than two decades of experience in the roofing, solar, and construction industries.

Education: University of Cincinnati, Information Systems minor in International Business. Licenses: Florida State Roofing and Solar Contractors; Certifications: NABCEP, LEED. Member of the American Society of Professional Estimators (ASPE). Constructions Specifications Institute (CSI).

Kevin Kornahrens
Executive Vice President

Started with Advanced Roofing Inc. in 2005 and is responsible for overseeing the operations and management of all divisions.

Experience: Mr. Kornahrens leads the administration team for Advanced Roofing Inc. His primary focus is on Human Resources, Safety, Legal, Information Technologies, and Marketing Departments. His responsibilities include management of strategic business planning, staffing, ERP system implementation, public relations and safety.

Education: SPHR, Senior Professional in Human Resources. M.B.A. Degree in finance from the University of Miami. B.S. Degree in Management Information Systems, from Florida State University. B.A. Degree in Marketing, from Florida State University. B.A. Degree in Multinational Business from Florida State University.

Jessica Kornahrens
Senior Project Manager

Jessica joined Advanced Roofing Inc. in 2001 and is a Project Manager that oversses multiple projects.

Experience: As a Senior Project Manager, Jessica handles the management of multiple projects on time, within budget, and to the satisfaction of the client; from project turnover through project close out. She serves as a liaison to customers, consultants, architects, subcontractors and vendors.

Education: B.S. Degree in Psychology, from Florida State University. B.S. Degree in Business Management, from Florida State University.

Randy Gibson
Business Development

Randy joined Advanced Roofing in 2015 and is responsible for business development and sales.

Experience: Randy has over 40 years of experience in the roofing industry. Prior to joining Advanced Roofing, Randy held management positions with national roofing contractors, and founded and operated a commercial roofing business for 25 years.

Education: Randy has supplemented his extensive commercial roofing experience with on-the-job training in various fields and systems. Additionally, he has taken numerous continuing education courses related to the roofing and construction industry.

Paul Murphy
HVAC Service Manager

Paul joined Advanced Roofing Inc. in 2017 and is the HVAC Service Manager that manages the daily operations of the HVAC division.

Experience: Paul has over 18 years of experience in the HVAC experience with 8 years of experience as a service manager. Paul has extensive knowledgeon water cooled systems, chillers and cooling towers.

Education: Broward College, Majoring in Business Administration. VFD Certification.

Bryan Cardona
Safety Director

Bryan joined Advaned Roofing in 2013 and is the company wide Safety Director.

Experience: Bryan has a decade of experienced in the areas of Occupational Safety and Health Management. Bryan's goal for Advanced Roofing is to continue being an industry leader in safety while promoting a safety culture and growing OSHA partnerships.

Education: OSHA Authorized Construction Trainer, which allows Bryan to implement the OSHA 10 and 30-hour training courses for our field staff.

SUPERVISORY & STAFFING CAPABILITIES

Advanced Roofing, Inc.'s methodology and approach is unique in its structure because our set up is based on 38 years of real-life experience within the roofing industry.

We have the capacity of tailoring our system to the needs of the project regardless of the size and contract requirements. Pre-job planning, documentation and communication are key to our operations.

In order to execute the project in a timely, cost-effective and quality manner, we invest quality time with our full team of Estimators, Engineers, Project Managers and Construction Team prior to commencement of all our field operations; again regardless of the size of the project. The typical size of our crew is 8-10 men, this can vary as required per project.

Our pre-project planning process is quite extensive. The entire team must understand all phases of the project in order to maintain an efficient line of communication throughout the project. Each member is provided with a project binder with includes the following information:

- Contact Names and Numbers
- Emergency Procedures
- Scope of Work, Project Plans/Specifications
- Material Listing, MSDS Sheets
- Project Schedule
- Permit Information

Our Project Team assembles once a week or as needed to discuss project status and if necessary, effect any changes that may be required to maintain efficiency and schedule. Each member is equipped with Nextel radios and cellular phones with email access to maintain communication at all times.

Training of our field and office personnel is ongoing and is accomplished through on-site hands-on training classes provided by the various manufacturers we are approved by. The field staff and apprentices go through a three year training program

The President and Vice President attended a TQM class developed by the National Roofing Contractors Association through the University of Chicago Business College. Our Executive Management Team meets twice a month with a two hour “huddle” meeting and once a month for an all day executive meeting off site.

Advanced Roofing, Inc. also has a full fleet that consists of dump trucks, cranes, boom trucks, flat beds, kettles, and more. By offering these services in-house, we’re able to provide our customers more for their money. And that’s one of our professional solutions.

We use various computer based applications for tracking a project form the inception of the project to its completion. We have developed our in-house software “RFP Manager” for tracking all in-coming projects. We also utilize Roof Express, CAD Program, Spitfire Project Management Software, and Solomon Accounting Software.

SUBCONTRACTORS

Advanced Roofing, Inc. does not routinely utilize subcontractors. Over the past 38 years, Advanced Roofing, Inc. has put money back into the company and community.

- We have our own fleet of vehicles that include trucks, cranes, semi-tractor trailers, hydro, tower crane, equipment and dump trucks to haul our roofing debris. This allows Advanced Roofing, Inc. the control of having trailers at our disposal when we need them and therefore allows for a smoother project.

- We also have our own state-licensed Air Conditioning Division – This allows us to coordinate the shutdown and raising of the air conditioning units on the roof.

- We also have our own state-licensed Electrical Division – This allows which allows us to handle the electrical needs for roofing and solar projects.

- Lightning Protection Division

- In-house Sheet Metal Division – where we fabricate our own metal.

- We are a licensed General Contractor – which allows us to handle small contracting items on the roof.

- Certified Solar/PV system installer for renewable energy projects.

When a project calls for subcontractors to perform work that we are not licensed to perform, **qualified** subcontractors which are most competent and ready to complete the necessary to meet schedule will be selected.

*Advanced Roofing, Inc. actively participates in minority and/or small disadvantaged business contracting and utilize whenever possible.

SBE/MBE/WBE Participation Plan

Advanced Roofing actively participates in meeting or surpassing the percentage goals of the SBE/MBE/WBE programs. We are committed to having strong working relationships with certified SBE/MBE/WBE contractors. With over 30 term contracts established with clients we have been serving for over three decades, Advanced Roofing, Inc. makes every effort to incorporate small, minority or women-owned businesses in our construction plan.

As a result of our excellent working relationship with a sizeable pool of licensed and approved SBE/MBE/WBE contractors throughout the state, Advanced Roofing is able to call on these contractors as needed. Just as we provide our services on time and on budget, we expect the same performance from our SBE/MBE/WBE contractors.

If a SBE/MBE/WBE contractor is needed that we have not previously worked with we will put an ad in the newspaper soliciting the work, research which contractors are available for the work needed in the certified directory and make the necessary phone calls/emails to solicit, invite and encourage SBE/MBE/WBE participation as well as giving assistance if needed in reviewing the contract plans and specifications and assisting any interested SBE/MBE/WBE firms in obtaining required bonding, lines of credit, or insurance if such assistance is necessary.

When a project calls for subcontractors to perform work that we are not licensed to perform, **qualified** subcontractors which are most competent and ready to complete the necessary to meet schedule will be selected.

Listed below are a few of the minority contractors we have a working relationship with;

Plumbing Contractor
CV Ocean Plumbing, Inc.
Hispanic-American S/MBE
10651 NW 132nd St., Hialeah Gardens, FL 33018
(305) 558-4624 - Eddilyn Leiro ernicaballero@hotmail.com

Material Supplier
Concrete Solutions Group, LLC
Asian-Pacific American S/M/WBE
8469 NW 44th Ct., Coral Springs, FL 33065
(954) 401-4872 - Eliza Chan echan316@yahoo.com

Material Supplier (Soprema)
Trintec Construction, Inc. dba Icon Roofing
White Female S/MBE
13091 NW 43rd Ave.
Opa-Locka, FL 33054
(305) 685-3001 – Petulia Schvartz pschvartz@trintecinc.com

Sheet Metal
Duval Sheet Metal, Inc.
African-American M/WBE
2200 4TH Ave. N., Suite 7, Lake Worth, FL 33461
P: 561-547-5282 F: 561-547-9594 C: 561-371-2015 – Daniela Duval daniela@duvalsheetmetal.com

Roofing Contractor/Construction Services
A. Herrmann Associates, Inc. dba Associates Roofing
CBE/SBE
2351 Thomas St.
Hollywood, FL 33020
P: (954) 921-4096 F: (954) 921-1371 - Art Herrmann info@associatesroofing.com

Construction Services
Renco Development, Inc.
African-American E/S/MBE
3025 SW 189th Ave.
Miramar, FL 33029
P: (954) 993-2039 - Kwame Wilson info@rencodevelopment.com

Interior Protection
We Pro Tec, LLC
WBE
7300 West McNab Rd., Suite 111
Tamarac, FL 33321
P: (754) 484-7110 C: (954) 740-4700 - Marie Hinkson marie@wepro-tec.com

Mechanical/Equipment Supplier
Kwik Kool Air Conditioning, Inc.
Hispanic-American E/S/M/WBE
14024 SW 140th St., Miami, FL 33186
(305) 251-1125 - Gloria Diaz-Carney gdc@mcarney.com

PERSONAL RESUME

Robert Kornahrens
CEO, President

Founder of Advanced Roofing Inc. and oversees all company operations.

EXPERIENCE
Rob Kornahrens is a leader in the commercial roofing industry for more than 40 years. Before starting Advanced Roofing in 1983, he worked with Triple M Roofing Corporation in New York. During his tenure at Triple M, Rob held numerous field positions and was eventually promoted to Branch Manager where he was responsible for opening and operating new branches in both Atlanta and Fort Lauderdale.

EDUCATION
B.S. Degree in Business Administration from University of Arizona, 1979

ASSOCIATIONS
The Executive Association of Fort Lauderdale- Past President
WinterFest Board of Directors-Chairman
Construction Executive Association- Past President
Broward Workshop
RoofConnect founding Member/ Chairman of the S.W.A.T. Team
NRCA – National Roofing Contractors Assocation
Center for Environmental Invention in Roofing Board Member
TEC Group -12 year member
FRSA – Florida Roofing & Sheet Metal Association
RCASF

LICENSES
Roofing Contractor #CCC024413
General Contractor #CGC1507377

PERSONAL RESUME

Michael W. Kornahrens
Vice President of Advanced Roofing & President of Advanced Green Technologies

EXPERIENCE

Advanced Roofing, Inc.
Executive Vice President 2015-Present
Advanced Roofing is ranked as the largest commercial re-roofing company in Florida and top 10 in North America by Roofing Contractor Magazine. Michael managed large-scale commercial re-roofing projects and is responsible for all aspects of ARI's daily business including business development, design and engineering, product selection, overseeing project management staff, and high level operations supervision and directions.

Advanced Green Technologies
President: 2008-Present
As Co- Founder and President of Advanced Green Technologies, Michael Kornahrens develops and implements strategies, relationships and standards for the organization in the United States and Canada. His experience includes developing solar rooftop and ground mounted designs, coordinating subcontractors, and managing solar system installations. To date, Michael is responsible for successfully completing more than 250 Megawatts of renewable energy projects in North America and the Caribbean, and is a driving force behind why Solar Builder Magazine has chosen Advanced Green Technologies as a Top Solar Contractor in North America 2012-15.

EDUACATION

- B.S. Degree in Business Administration from Florida Atlantic University
- Florida Roofing Contractor License

PERSONAL RESUME

Clinton A. Sockman, CSI, CDT
Vice President of Business Development & Renewable Energy

Clint joined Advanced Roofing in June 2004 as an Estimator and Project Manager. Through his extensive knowledge and expertise in solar photovoltaic roof systems, he was promoted to Vice President of Renewable Energy and oversees all of our solar projects. Mr. Sockman is responsible for all aspects of ARE's daily business including business development, design and engineering, product selection, overseeing project management staff, and high level operations supervision and directions.

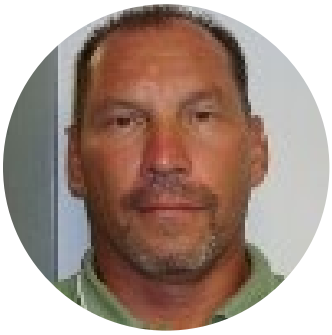
EXPERIENCE
Over 15 years in commercial, industrial and government related roofing industry. Coming from a strong commercial roofing background Mr. Sockman brings over twelve (12) million square feet of successful commercial roofing project experience and over three (3) megawatts (mW) of successful photovoltaic installation experience valued at over $70M dollars to the Advanced Renewable Energies team.

EDUCATION
University of Cincinnati, Information Systems with minor in International Business

LICENSES
- State of Florida Certified Solar Contractor: CVC56792
- State of Florida Certified Roofing Contractor: CCC1329557
- State of Florida Certified General Contractor License # CGC1521128
- NABCEP License #PV-101913-002781

ACCREDITATIONS
North American Board of Certified Energy Practitioners (NABCEP) Certified Installer
Occupational Safety and Health Administration (OSHA) 30 HR Certified
Construction Specifications Institute Construction Documents Technologist (CDT)
American Society of Professional Estimators
Solar Energy International – Solar Electric Grid Direct Design
Baker Communications: Win-Win Negotiations for Purchasing
Foster Learning: Working Sales and Management Series
Center for Customer Focus: Dynamics of Customer Focus

PERSONAL RESUME



David M. Baytosh
Vice President of Construction Division

David joined Advanced Roofing, Inc. in 2004 as a Construction Manager making his way up to the Vice President of our Construction Division. David is in charge of the production, quality control and safe operation of the roofing, sheet metal, logistics, fleet and warehouse division.

EXPERIENCE

David has over 30 years in commercial and industrial roofing industry. He began his roofing career with a home improvement company installing shingles in 1986. Next, he joined a large commercial and industrial roofing company based in Youngstown, Ohio where he began as a roofing apprentice and worked his way up to a project supervisor prior to joining Advanced Roofing, Inc., Versatile in numerous roofing systems, David is also knowledgeable of their respective manufacturer specifications.

EDUCATION

- Youngstown State University, Youngstown, Ohio – Undergraduate Curriculum / 2 Years
- Graduate Ursuline Catholic High School, Youngstown, Ohio
- 30 Hours OSHA card
- 10 Hours OSHA card
- Safety Trainings for Fall Protection, Forklift & Mobile Crane Safety Training, NRCA CERTA Torch Application Course, Asbestos Removal, Hazard Communication, National Council CPR and First Aid.
- Apprentice Program for the International Roofers, Waterproofers and Allied Workers Roofers Union 1990 - Present
- Dale Carnegie Leadership Training for Managers, Registered installer – AGT Unisolar PV Panels

TOP FIVE JOBS

1. School Board of Broward County / Various Schools totaling over 1,400,000 SF
   Contact: Meghan Gallagher, Project Manager II
2. Palm Springs Mile Shopping Center totaling over 650,000 SF
   Contact: Diana Marrone, Senior Vice President
3. Sun-Sentinel Newspaper totaling over 250,000 SF
   Contact: Daniel Reynolds, G. & E. Enterprises, Inc., President
4. Miami Herald Newspaper totaling over 105,000 SF
   Contact: Gus Perez, Director of Operations & Facilities
5. Miami International Commerce Center totaling over 780,000 SF
   Contact: Van L. Antle, Adler Management Services, Inc. Property Manager

PERSONAL RESUME

Glenn Watson
Quality Control Manager

Glenn works with our existing operation unit and divisional managers to create and administer a formalized quality control and quality assurance program along with enhanced training and educational programs for existing workforce. Focus of efforts is to provide unified and high quality product to client throughout our entire books of business.

PAST EXPERIENCE

Senior Technical Representative – Johns Manville – Worked with contractor, owner, architect, consultants, attorneys. Performing routine inspections of ongoing roofing installation projects throughout the United States, the Caribbean, and parts of Europe. Focus of inspection was specification conformance and workmanship quality. Also provided contractor training and product demonstration throughout the country.

Facility Coordinator - Duval County School Board – responsible for waterproofing and re-roofing construction and maintenance for 177 facilities throughout the district. Performed and hired out third party evaluations and construction / maintenance efforts of facilities cataloging levels of need for efficient and impactful spending of limited resources to maintain facility roofing and waterproofing in order to meet state and national standards.

EDUCATION

High School Diploma - Baker County High School
Florida State College at Jacksonville Under graduate
University of Phoenix AA Business Administration

CERTIFICATIONS

- NRCA Pro-Certification Instructor and Assessor
- NRCA CERTA Instructor
- NCCER Core Curriculum Instructor
- OSHA 10

PERSONAL RESUME

Jessica Kornahrens
Project Manager

Jessica joined Advanced Roofing, Inc. in 2001. As a Project Manager, Jessica handles the management of multiple projects on time, within budget, and to the satisfaction of the client; from project turnover through project close out. She serves as a liaison to customers, consultants, architects, subcontractors and vendors. Secures all required Engineering and permitting; prepares submittals; negotiates, selects and coordinates subcontractors; orders materials; creates project books; administers job hand-off with Construction Managers; schedules and attends pre-construction meeting; reviews weekly job budgets and forecasts accordingly; prepares billings and change orders; and arranges warranty and close out documentation.

EXPERIENCE

During her tenure at Advanced she has held numerous positions in many areas of the company. She has learned all aspects of the business by starting out as a Receptionist, and working up to Office Manager and Contract Administrator. In 2006, Jessica was promoted to Project Manager and also became a State Certified Roofing Contractor. She also is the Qualifier for Advanced Roofing in the State North Carolina and Virginia.

EDUCATION

- Bachelor of Science Degrees in Business Management & Psychology, Florida State University, Tallahassee, FL
- High School Diploma, Cardinal Gibbons High School, Fort Lauderdale, FL
- Florida Certified Roofing Contractor License # CCC1328111
- North Carolina General Contracting (Roofing Classification) License # 66223

TOP FIVE ROOFING JOBS

1. Westin Diplomat - 174,500 square feet
   Contact: Sharon Zamjoski, R.A., NCARB, Capital Projects Manager
2. School Board of Broward County – 13 Schools totaling over 773,000 square feet
   Contact: Meghan Gallagher, SBBC Project Manager I
3. Miami International Airport - Various Projects
   Contact: Tom Hart, Miami Dade Aviation Department, Project Manager II
4. U.S. Citizenship and Immigration Services, West Palm Beach Office – 37,900 square feet
   Contact: Chad Moss, Moss Construction, Senior Vice President
5. Kenland Walk IV Condominium Building 3 - 18,500 square feet
   Contact: Marina Paez, Secretary of the Board

PERSONAL RESUME

Bryan Cardona
Corporate Safety Director

EXPERIENCE
Bi-lingual and award winning safety professional with 13 years of construction and risk management experience with a strong foundation in managing insurance related risks, loss control, mitigating loss, and well versed in various aspects of regulatory compliance specializing in occupational health & safety, and program development. Strengths include:

- Health and safety program development
- OSHA compliance
- Bi-Lingual (English and Spanish)
- Safety Training
- Claims management (WC/GL/AL)
- Owner and Contractor Controlled Insurance Programs
- Regulatory Compliance Assessments
- Accident Investigations

ADVANCED ROOFING, INC. **2013-Present**
Safety Director

Responsible for the development and implementation of the corporate health and safety program for a nationally recognized commercial roofing company with over 400 employees and six locations throughout the state of Florida

- Exceeded annual Advanced Roofing health and safety goals to achieve an annual reduction in total recordable incident rates:
  - TRIR 6.9 (2013) to TRIR 1.71 (2017) – BLS TRIR 5.6 (2016)
- EMR reduced by 40%
  - 1.02 (2013) to 0.56 (2018)
- Company representative for safety and health regulatory compliance local and federal (OSHA)
- Created and implemented a mandatory 4-hour new hire safety orientation
- Trained, managed and mentored company safety coordinators. Currently employing four safety coordinators that are responsible for the following
  - Jobsite Safety Evaluations
  - Preconstruction safety walkthrough

- Site specific safety planning
- Accident investigation and reporting
- Safety training - Orientation, Fall Protection, LOTO, Forklift, Aerial lift and platforms, CPR/First aid/AED, PPE safety, HAZCOM-GHS, Ladder safety, Defensive Driving Course DDC4, Respirable Crystalline Silica

- Provide project specific safety guidance to Estimators, Project Managers and Construction Managers
- Track and record incidents with the purpose of creating a bi-monthly safety analysis that includes current and possible future trends
- Conduct a bi-monthly safety committee meeting with the goal of creating and implementing proactive safety measures to reduce exposures to hazards for our employees and clients
- Founding member of the driver safety committee; tasked with setting performance goals, accident review, enhancements, disciplinary actions and safety education

CERTIFICATIONS & AWARDS

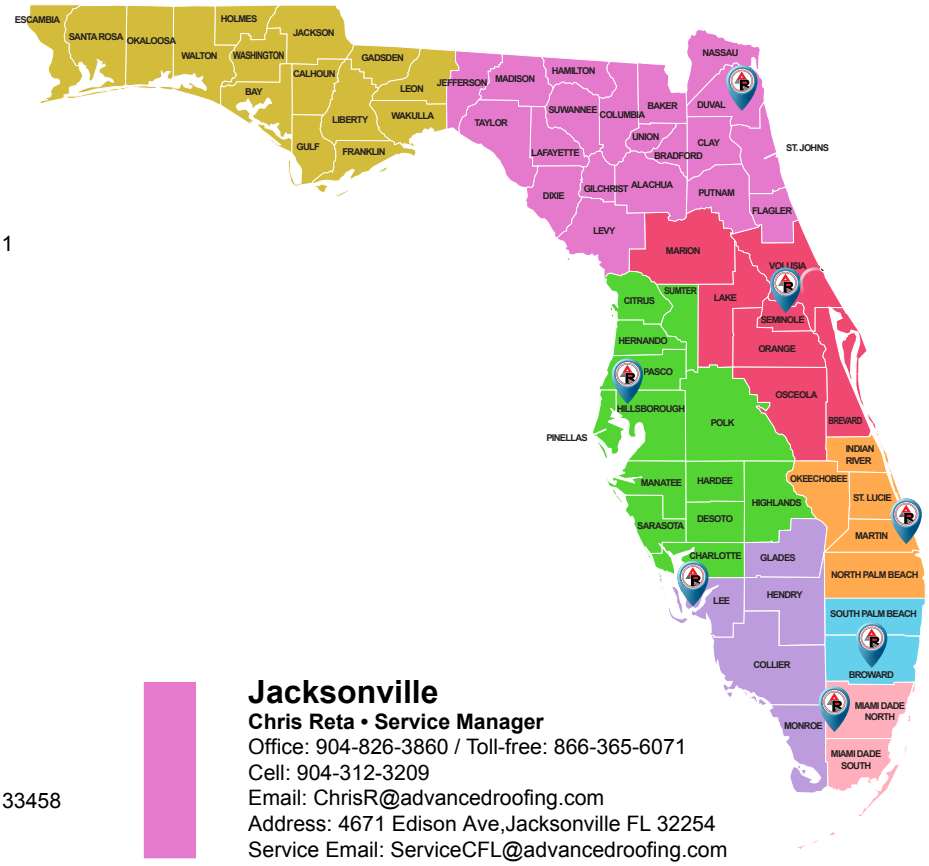
- Authorized OSHA 500 Construction
- Bi-Lingual Instructor
- Authorized OSHA 501 General Industry
- Bi-Lingual Instructor
- Associated General Contractors of America:
- Advanced Safety Management Certificate
- National Roofing Contractors Association:
- CERTA Instructor Roofing Torch Application
- EMS CPR/First Aid/AED Adult & Child Instructor
- Qualified Rigger and Signal Person
- Competent Person:
  - Scaffold erecting
  - Ladders
  - Excavations and trenching
  - Respirable Crystalline Silica
- FRSA Asbestos Competent Person
- 2017 Construction Association of South Florida Safety Professional of the Year

ADVANCED ROOFING **OFFICE LOCATIONS**

EXPERIENCE MATTERS
ADVANCED AIR SYSTEMS
ESTABLISHED 1994

EXPERIENCE MATTERS.
ADVANCED ROOFING INC
ESTABLISHED 1983

ADVANCED GREEN TECHNOLOGIES



Fort Lauderdale
Michael Kornahrens • Branch Manager
Office: 954-522-6868 / Toll-free: 800-638-6869
Cell: 954-553-8577
Email: MichaelK@advancedroofing.com
Address: 1950 NW 22 Street, Fort Lauderdale FL 33311

Christopher Walsh • Service Manager
Office: 954-522-6868 x1099 / Toll-free: 800-638-6869
Cell: 954-649-8165
Email: ChristopherW@advancedroofing.com
Service Email: ServiceSFL@advancedroofing.com

Miami • Doral
Julian Olarte - Branch Manager
Office: 305-456-2544 / Toll-free: 800-638-6869 x1102
Cell: 786-477-3873
Email: JulianO@advancedroofing.com
Address: 1733 NW 21st Terrace, Miami FL 33142
Service Email: ServiceSFL@advancedroofing.com

Jupiter • Palm Beach
Ronney Taveras - Branch Manager
Office: 561-743-6952 / Toll-free: 800-638-6869 x1131
Cell: 561-891-2524
Email: RonneyT@advancedroofing.com
Address: 1601 Park Lane South, Suite 100, Jupiter FL 33458
Service Email: ServiceSFL@advancedroofing.com

Sanford • Orlando
Jason Carruth - Branch Manager
Office: 407-322-1555 / Toll-free: 866-365-6071
Cell: 407-509-4190
Email: JasonC@advancedroofing.com
Address: 200 Northstar Court, Sanford FL 32771

Paco Guzman - Service Manager
Office: 407-322-1555 / Toll-free: 866-365-6071
Cell: 954-319-1130
Email: FranciscoG@advancedroofing.com

Tampa • Saint Petersburg
Bill Lester - Branch Manager
Office: 813-885-5811 / Toll-free: 800-354-9896
Cell: 813-734-2136
Email: BillL@advancedroofing.com
Address: 4909 West Knollwood Street, Tampa FL 33634

Michael Varie - Service Manager
Office: 813-885-5811 / Toll-free: 800-354-9896
Cell: 813-394-7735
Email: MichaelV@advancedroofing.com
Service Email: ServiceTampa@advancedroofing.com

Fort Myers • Naples
Joseph Cleland • Branch Manager
Office: 239-208-8809 / Toll-free: 800-354-9896
Cell: 954-861-7979
Email: JosephC@advancedroofing.com
Address: 14231 Jetport Road, Unit 15, Fort Myers FL 33913
Service Email: ServiceTampa@advancedroofing.com

Jacksonville
Chris Reta • Service Manager
Office: 904-826-3860 / Toll-free: 866-365-6071
Cell: 904-312-3209
Email: ChrisR@advancedroofing.com
Address: 4671 Edison Ave,Jacksonville FL 32254
Service Email: ServiceCFL@advancedroofing.com

North Florida • Panhandle
Jason Carruth • Regional Manager
Office: 407-322-1555 / Toll-free: 866-365-6071
Cell: 407-509-4190
Email: JasonC@advancedroofing.com
Address: 200 Northstar Court, Sanford FL 32771
Service Email: ServiceCFL@advancedroofing.com

South Florida Regional Contact
Kevin Kornahrens • Executive Vice President
Office: 954-522-6868 x 1177
Cell: 321-482-0546
Email: KevinK@advancedroofing.com
Address: 1950 NW 22nd St, Ft. Lauderdale, FL 333111

Air Conditioning | HVAC
Paul Murphy - Service Manager
Office: 954-332-1418 x 1620
Cell: 321-482-0546
Email: PaulM@advancedairsystem.com
Address: 2100 NW 21st Avenue, Fort Lauderdale FL 33311 Service Email: Service@advancedairsystem.com

Solar I Electric
Clint Sockman – Executive Vice President
Office: 954-522-6868 x1060
Cell: 954-232-8772
Email: ClintS@agt.com
Address: 1950 NW 22 Street, Fort Lauderdale FL 33311

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Frank H. Furman, Inc.
1314 East Atlantic Blvd.
P. O. Box 1927
Pompano Beach FL 33061

CONTACT NAME:
PHONE (A/C, No, Ext): (954)943-5050 FAX (A/C, No): (954)942-6310
E-MAIL ADDRESS: shannong@furmaninsurance.com

INSURED
Advanced Roofing Inc
1950 NW 22nd Street
Fort Lauderdale FL 33311

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Greenwich Insurance Company	22322
INSURER B: Starr Indemnity & Liaiblity Company	38318
INSURER C: Bridgefield Employers Ins Co	10701
INSURER D: Continental Casualty Co	20443
INSURER E: Federal Insurance Company	20281
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Jan 24 FtL all w IF & Cr **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual & XCU incl X Broad Form Prop Dmg GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			CGS740979405	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
							Employee Benefits	$ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CAH740979505	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$ 10,000
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			1000588143241	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		830-56020	1/1/2024	1/1/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Installation Floater incl W/H			4016260407	1/1/2024	1/1/2025	Per Jobsite/Aggregate	$5.5MM/$15MM
E	Crime/EE Theft of Client Prop			82494026	1/1/2024	1/1/2025	Per Loss/Deductible	$500,000/$15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

FOR BIDDING PURPOSES

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tina Mangum/MR

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Robert P. Foote, President
Frank H. Furman, Inc.
1314 E. Atlantic Blvd.
Pompano Beach, FL. 33060
Main: 954.943.5050
Toll Free 800.344.4838
Mobile: 954.609.0820
Rob@furmaninsurance.com

January 1, 2024

RE: ADVANCED ROOFING INC. (ARI) - Risk Management/Insurance Protection

We are the risk advisor for Advanced Roofing, Inc. The purpose of our correspondence is to share with you some of the highlights of the Advanced Roofing risk management programs. We will be sharing with you some details of the protection Advanced Roofing, Inc. provides to their clients to protect your assets. ARI has achieved an A+ superior risk management rating due to their strict risk and job safety quality controls.

- **RECOGNITION BY INSURER** – AXA XL is the Insurance Provider for ARI for several key components of their Insurance Portfolio. AXA XL is the insurance provider of choice for several of the **Top 25** Roofing Professionals throughout the country. AXA XL recognizes Advanced Roofing as a "best in class" contractor for ARI's performance record relative to safety, controlling losses and quality controls.

- **ARI CLIENTS' ASSET PROTECTION -** ARI has a **$12M (Auto)/$14M (GL)** aggregate limit of insurance protection per accident/incident in the event of a bodily injury or property damage claim that may occur on a jobsite or while ARI operates an automobile on the jobsite.

- **ARI's exceptional workers' compensation experience modification rating** of **.69** allows them to secure reduced insurance rates which, in turn, translates into savings for you, their clients. This .69 rating is 31 points better than the average roofing contractor, and places ARI in the top 2 percentile of Roofing Professionals, nationwide, from a performance rating perspective.

Advanced Roofing, Inc. has a full-time safety director, an assistant safety director (CHST designation from BCSP), three safety professionals who are assigned to the different regions of the state, 8 active CERTA trainers, two safety professionals who are CPR/First Aid/AED Trainers, and a risk manager that aggressively manages their internal, as well as managing their clients' risk during their construction projects. Advanced Roofing, Inc. believes deeply in educating and training their roofing mechanics to deliver the quality and workmanship your roofing asset deserves. The ARI training program separates them from many other roofing professionals. This past year alone, Advanced Roofing, Inc. has conducted the following training programs:

- Employees have received the OSHA 10-hour training to promote safety competency.
- Foremen and Construction Managers have received the OSHA 30-Hour training.
- Employees have been trained in Certified Roofing Torch Applicators (CERTA).
- Foremen and Managers have completed Respirable Crystalline Silica OSHA training.
- Foremen, leadmen, and supervisors have received Mobile Elevated Working Platforms training.
- Foremen and leadmen received Crane Rigging and Signaling OSHA certification.
- Foremen and Construction Managers received certification in first aid and CPR.
- 557 safety inspections with an 86% success rate.
- All approved drivers have attended the National Safety Council Defensive Driving Course.
- ARI Safety Department conducts new hire safety training at 7 a.m. Mondays and Thursdays every week.

- **GENERAL LIABILITY PROTECTION – $2M Per Occurrence/$4M General Aggregate/$4M Products and Completed Operations Aggregate.** Advanced Roofing has the following protection included in their general liability portfolio of protection:

  - Habitational/Residential – Including Multi-Family
  - Torch Coverage
  - "Hot" Applied Roof System Coverage
  - Unlimited Building Height Protection
  - Water Damage Coverage

- **AUTOMOBILE PROTECTION –** ARI has an occurrence limit on the commercial automobile protection of $12M in the event there is a covered bodily injury or property damage on your job site stemming from Advanced Roofing's operations. (Carrier A + Superior rated A.M. Best Co.)

- **COMMERCIAL UMBRELLA –** Advanced Roofing has a **$10M** limit of liability. (Starr Indemnity & Liability Company is A.M. Best rated A Excellent). Their umbrella provides protection above their underlying general liability and auto protection.

- **INSTALLATION FLOATER – BUILDERS' RISK –** ARI has secured **$5.5M** in protection for certain stored materials that are to be installed on your job site, with a **$15M** aggregate. This protection reduces the economic loss to you, the owner of the project, during the course of construction.

- **MOLD/POLLUTION LIABILITY PROTECTION –** ARI has secured **$2M** limits per claim/$2M Aggregate of liability to protect you, the owner, in the event that there is a covered cause of loss stemming from mold, algae, fungi, etc. as a result of the roofing operations of ARI. This highly specialized coverage illustrates to you, the owner, that ARI is serious about protecting your assets during the course of the construction project.

- **THEFT –** ARI's Crime Policy includes Theft of Client Property While on the Client Property in the amount of **$500,000** and includes money, securities, or other tangible property.

- **EMPLOYMENT PRACTICES LIABILITY –** ARI's **$1M** Employment Practices Liability Policy includes **Third Party Coverage**, affording coverage should ARI customers claim wrongful conduct.

➢ **CYBER LIABILITY –** ARI has Cyber Theft for any ARI customer whose company or personal information is stolen or damaged through a hack on ARI's system, with limits of **$1M**.

When you are investing in a roofing system, we encourage you to explore deeper than what is the cost of the roof. Advanced Roofing's commitment to quality and the experience they deliver places them at the top of the roofing profession.

ARI is recognized for their industry accomplishments as well as for reinvesting back to the community and environment. Experience Does Matter! Whether it be service, maintenance, new construction, re-roofing, repairs, or retro-fit, ARI has a solid portfolio of insurance protection in order to responsibly protect your project's building assets

Sincerely,

Robert P. Foote

Robert P. Foote, President
CPCU, ARM, AIM, CRIS, AFSB

RF:mr

Robert P. Foote, President
Frank H. Furman, Inc.
1314 E. Atlantic Blvd.
Pompano Beach, FL. 33060
Main: 954.943.5050
Toll Free 800.344.4838
Mobile: 954.609.0820
Rob@furmaninsurance.com

December 12, 2023

Advanced Roofing Inc.
1950 NW 22 Street
Ft. Lauderdale, FL 33311

To Whom It May Concern:

As the insurance advisors for Advanced Roofing, Inc., we submit this letter of confirmation of three years' Workers' Compensation Experience Modification Rates:

POLICY TERM	NCCI RATING
1/1/2024	.69
1/1/2023	.58
1/1/2022	.63

If additional information required, please contact Mel Rhinehardt, Account Manager at 954-943-5050 ext. 207, or email at mel@furmaninsurance.com

Sincerely,

Robert P. Foote

Robert P. Foote, CPCU, ARM, AIM, CRIS, AFSB
President
rob@furmaninsurance.com

Atlantic Specialty Insurance Company
605 Highway 169 N, Suite 800
Plymouth, MN 55441

January 2, 2024

RE: Advanced Roofing, Inc.

Letter of Bondability

To Whom It May Concern:

Advanced Roofing, Inc. is a highly regarded and valued client of American Global and Atlantic Specialty Insurance Company and is capable of providing Performance and Payment Bonds in the amount of $40 million for any single contract and $150 million in the aggregate. Atlantic Specialty Insurance Company is rated by AM Best as A+ (Superior), Class XV and is licensed to do business in all 50 States.

Naturally, we would expect that the execution of any final bonds would be subject to our normal underwriting review of the final contract terms and conditions by our client and ourselves. If we can provide any further assurances or assistance, please do not hesitate to call upon us.

This letter does not constitute an assumption of liability, and we assume no liability to you or to any third parties by the issuance of this letter.

Sincerely,

William Grefe Griffin
Attorney In Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Ricardo Davila Lamar, William Grefe Griffin, Vivian Santiago, Torre Taylor**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 2nd day of January, 2024.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Project References

EXPERIENCE MATTERS.

ADVANCED ROOFING INC

ESTABLISHED 1983

FIRM'S RELATED EXPERIENCE
GOVERNMENT/SCHOOL PROJECT REFERENCES

Broward County – Stirling Road Branch Library
3151 Stirling Rd., Hollywood, FL 33312

1. Contract Amount: $292,305.25
2. Completion Date: 12/2020
3. Contract Schedule: 5 weeks
4. Roof System: Modified Bitumen - Recover
5. Total SF: 21,400
6. ARI Project Manager: Ed Malone
7. Owner Info:
    a. Name: Broward County
    b. Address: 115 S. Andrews Ave., Fort Lauderdale, FL 33301
    c. Years doing business with: Since 1999
    d. Reference Contact: Carlos Puentes (954) 914-1668 / cpuentes@broward.org

Miami Beach – Bass Museum – Phase 3
2111 Collins Ave., Miami Beach, FL 33139

1. Contract Amount: $93,282.00
2. Completion Date: 03/2020
3. Contract Schedule: 2 weeks
4. Roof System: Modified Bitumen - Re-Roof
5. Total SF: 2,600 SF
6. ARI Project Manager: Connie Scott
7. Owner Info:
    a. Name: City of Miami Beach
    b. Address: 1833 Bay Rd., Miami Beach, FL 33139
    c. Years doing business with: Since 2012
    d. Reference Contact: Jorge Guanchez (786) 390-2040 / jorgeguanchez@miamibeachfl.gov

Fort Lauderdale – Lohmeyer Regional WWTF - Chlorine/SPS3 Bldg.
1765 SE 18th St., Fort Lauderdale, FL 33316

1. Contract Amount: $264,841.00
2. Completion Date: 03/2020
3. Contract Schedule: 4 weeks
4. Roof System: Modified Bitumen - Re-Roof
5. Total SF: 5,700 SF
6. ARI Project Manager: Connie Scott
7. Owner Info:
    a. Name: City of Fort Lauderdale
    b. Address: 1765 SE 18th St., Fort Lauderdale, FL 33316
    c. Years doing business with: Since 2004
    d. Reference Contact: Justin Murray (954) 828-4122 / jmurray@fortlauderdale.gov

Advanced Roofing, Inc.
Confidential Pursuant to Trade Secret 812.081

FIRM'S RELATED EXPERIENCE
GOVERNMENT/SCHOOL PROJECT REFERENCES

Florida Atlantic University - Bldg. 69 (Operations Bldg.)
777 Glades Rd., Boca Raton, FL 33431

8. Contract Amount: $403,177.00
9. Completion Date: 01/2019
10. Contract Schedule: 9 weeks
11. Roof System: Single Ply - Re-Roof
12. Total SF: 42,000
13. ARI Project Manager: Connie Scott
14. Owner Info:
    a. Name: Florida Atlantic University
    b. Address: 777 Glades Rd., Boca Raton, FL 33431
    c. Years doing business with: Since 1992
    d. Reference Contact: Marc Kozlin (954) 258-0747 / mkozlin1@fau.edu

Indian River County - Administration Bldgs. A & B
1800 & 1801 27th Street, Vero Beach, FL 32960

1. Contract Amount: $1,738,196.00
2. Completion Date: 06/20183
3. Contract Schedule: 21 weeks
4. Roof System: Metal - Re-Roof
5. Total SF: 104,144
6. ARI Project Manager: Carlos Varas
7. Owner Info:
    a. Name: Indian River County
    b. Address: 1801 27th St., Vero Beach, FL 32960
    c. Years doing business with: Since 2017
    d. Reference Contact: Richard Szpyrka (772) 226-1234 / rszpyrka@ircgov.com

Pratt & Whitney – Manufacturing Bldg. Fan Room #1 - Col A1-E7 Phase IV
17900 Beeline Hwy. Jupiter, FL. 33478

1. Contract Amount: $1,924,825.00
2. Completion Date: 05/2018
3. Contract Schedule: 20 weeks
4. Roof System: Asphalt BUR w/Modified Bitumen Cap - Re-Roof
5. Total SF: 50,000
6. ARI Project Manager: Guy Campbell
7. Owner info:
    a. Name: United Technologies Corp., Pratt & Whitney Division
    b. Address: 17900 Beeline Hwy., Jupiter, FL 33478
    c. Years doing business with: Since 2004
    d. Reference Contact: Bill Booth (561) 796-5052 / william.booth@pw.utc.com

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FIRM'S RELATED EXPERIENCE
GOVERNMENT/SCHOOL PROJECT REFERENCES

Broward College - Central Campus - B-08
3501 SW Davie Rd., Davie, FL 33314

1. Contract Amount: $638,561.00
2. Completion Date: 03/2018
3. Contract Schedule: 6 weeks
4. Roof System: Single Ply - Re-Roof
5. Total SF: 27,992
6. ARI Project Manager: Guy Campbell
7. Owner Info:
    a. Name: Broward College
    b. Address: 3501 SW Davie Rd., Davie, FL 33314
    c. Years doing business with: Since 2000
    d. Reference Contact: Deborah Czubkowski (954) 201-6900 / dczubkow@broward.edu

City of Sunrise - Nob Hill Soccer Club
10200 Sunset Strip, Sunrise, FL 33322

1. Contract Amount: $264,841.00
2. Completion Date: 03/2018
3. Contract Schedule: 14 weeks
4. Roof System: Metal & Single Ply - Re-Roof
5. Total SF: 78,900
6. ARI Project Manager: Carlos Varas
7. Owner info:
    a. Name: City of Sunrise
    b. Address: 10770 West Oakland Park Blvd., Sunrise, FL 33351
    c. Years doing business with: Since 2011
    d. Reference Contact: Megan Kaufold (954) 888-6070 / mkaufold@sunrisefl.gov

Palm Beach International Airport - Task W6 Cargo Bldg. #1475
846 Palm Beach International Airport, West Palm Beach, FL 33406

1. Contract Amount: $935,056.00
2. Completion Date: 12/2017
3. Contract Schedule: 9 weeks
4. Roof System: Modified Bitumen - Re-Roof
5. Total SF: 39,200
6. ARI Project Manager: Susana Macias
7. Owner info:
    a. Name: Palm Beach County Department of Airports
    b. Address: 1720 Centerpark Dr. E., West Palm Beach, FL 33401
    c. Years doing business with: Since 2005
    d. Reference Contact: Erick Talamilla (561) 440-0552 / Erick.Talamilla@weitz.com

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FIRM'S RELATED EXPERIENCE
GOVERNMENT/SCHOOL PROJECT REFERENCES

NASA - Kennedy Space Center - OSB1
Kennedy Space Center, FL 32899

1. Contract Amount: $1,140,000.00
2. Completion Date: 12/2017
3. Contract Schedule: 12 weeks
4. Roof System: Modified Bitumen - Re-Roof
5. Total SF: 53,000
6. ARI Project Manager: Jaime Spathelf
7. Owner info:
    a. Name: NASA Procurement Code OP-ES
    b. Address: Kennedy Space Center, FL 32899
    c. Years doing business with: Since 2017
    d. Reference Contact: Matthew Conneen (321) 312-7626 / mconneen@cremerglobalservices.com

Port Everglades - Fred Steven Bldg. (FTZ)
3400 McIntosh Blvd., Fort Lauderdale, FL 33312

1. Contract Amount: $599,279.00
2. Completion Date: 11/2017
3. Contract Schedule: 5 weeks
4. Roof System: EPDM Overlay - Repair
5. Total SF: 234,000
6. ARI Project Manager: Francisco Guzman
7. Owner info:
    a. Name: Broward County Board of County Commissioners
    b. Address: 115 South Andrews Ave., Rm 501, Fort Lauderdale, FL 33301
    c. Years doing business with: Since 2004
    d. Reference Contact: Jouvens Adrien (954) 468-3500 / jadrien@broward.org

Nova Southeastern University - HPD Annex
3401 S. University Dr., Davie, FL 33328

1. Contract Amount: $419,715.00
2. Completion Date: 08/2017
3. Contract Schedule: 10 weeks
4. Roof System: Modified Bitumen - Re-Roof
5. Total SF: 34,300
6. ARI Project Manager: Todd Avery
7. Owner info:
    a. Name: Nova Southeastern University
    b. Address: 3301 College Ave., Davie, FL 33328
    c. Years doing business with: Since 1994
    d. Reference Contact: David Gerrits (561) 901-9209 / david@gciconstructs.com

Advanced Roofing, Inc.
Confidential Pursuant to Trade Secret 812.081

FIRM'S RELATED EXPERIENCE
GOVERNMENT/SCHOOL PROJECT REFERENCES

Indian River State College - Bldg. H (Mary L. Fields Health Science Center)
3209 Virginia Ave., Fort Pierce, FL 34981

1. Contract Amount: $533,335.00
2. Completion Date: 08/2017
3. Contract Schedule: 7 weeks
4. Roof System: Metal - Re-Roof
5. Total SF: 20,000
6. ARI Project Manager: Todd Avery
7. Owner info:
    a. Name: Indian River State College
    b. Address: 3209 Virginia Ave., Fort Pierce, FL 34981
    c. Years doing business with: Since 2017
    d. Reference Contact: Sean Donahue (772) 462-7750 / sdonahue@irsc.edu

Broward County Aviation - Air Cargo Bldg.
3400 SW 2nd Ave., Fort Lauderdale FL 33315

1. Contract Amount: $444,756.00
2. Completion Date: 05/2017
3. Contract Schedule: 7 weeks
4. Roof System: Single Ply - Re-Roof
5. Total SF: 24,400
6. ARI Project Manager: Guy Campbell
7. Owner info:
    a. Name: Broward County Commission
    b. Address: PO Box 14740, Fort Lauderdale, FL 33302
    c. Years doing business with: Since 1999
    d. Reference Contact: Lionel Brown (954) 359-3185 / librown@broward.org

Broward County – Stephen R. Booher Building
3275 NW 99th Ave., Coral Springs, FL 33065

1. Contract Amount: $1,133,523.00
2. Completion Date: 04/2016
3. Contract Schedule: 20 weeks
4. Roof System: Modified Bitumen - Re-Roof
5. Total SF: 36,000
6. ARI Project Manager: Guy Campbell
7. Owner info:
    a. Name: Broward County Board of Commissioners
    b. Address: 115 S. Andrews Ave., Rm. 501-RP, Fort Lauderdale, FL 33301
    c. Years doing business with: Since 1999
    d. Reference Contact: Ian Harvey (954) 357-6485 / iharvey@broward.org

Advanced Roofing, Inc.
Confidential Pursuant to Trade Secret 812.081

FIRM'S RELATED EXPERIENCE
GOVERNMENT/SCHOOL PROJECT REFERENCES

Broward College - Central Campus - Bldgs. 13, 24 & 25
3501 SW Davie Rd., Davie, FL 33314

1. Contract Amount: $525,356.00
2. Completion Date: 02/2016
3. Contract Schedule: 4 weeks
4. Roof System: Single Ply - Re-Roof
5. Total SF: 32,885
6. ARI Project Manager: Guy Campbell
7. Owner Info:
    a. Name: Broward College
    b. Address: 3501 SW Davie Rd., Davie, FL 33314
    c. Years doing business with: Since 2000
    d. Reference Contact: Sean Devaney (954) 201-6974 / sdevaney@broward.edu

GSA Federal Courthouse & Office Building, Fort Lauderdale
299 East Broward Blvd Fort Lauderdale, FL 33301

1. Contract Amount: $702,290.00
2. Completion Date: 10/2015
3. Contract Schedule: 4 weeks
4. Roof System: Modified Bitumen - Re-Roof
5. Total SF: 56,500
6. ARI Project Manager: Guy Campbell
7. Owner info:
    a. Name: United States of America GSA/PBS BUDGET-4PAF/RUSSELL FED
    b. Address: 75 Spring St. SW, Atlanta, GA 30303
    c. Years doing business with: Since 2014
    d. Reference Contact: Calvin Mason (843) 357-1713 / info@arcincorporated.org

Cyril E. King Airport USVI
Airport Road, Charlotte Amalie West, St Thomas USVI

1. Contract Amount: $1,853,426.82
2. Completion Date: 03/2014
3. Contract Schedule: 8 weeks
4. Roof System: Single Ply - Re-Roof
5. Total SF: 120,100
6. ARI Project Manager: Jessica Kornahrens
7. Owner info:
    a. Name: Virgin Islands Port Authority
    b. Address: 8074 Lindberg Bay, St. Thomas USVI
    c. Years doing business with: Since 1996
    d. Reference Contact: Eric Cusin (340) 718-7222 / ecusin@jbcvi.com

Advanced Roofing, Inc.
Confidential Pursuant to Trade Secret 812.081

City of Stuart

June 11, 2024

Advanced Roofing, Inc.
1950 NW 22nd Street
Fort Lauderdale, Florida 33311

Subject: Notice of Intent to Award for Work Order #1 re-roof of existing metal panels including removal of debris at 407 Martin Luther King Blvd to RFQL No. 2024-400, Annual Roofing Contract

Please accept this letter of intent to award on behalf of the City of Stuart for RFQL# 2024-400: City of Stuart in the lump sum not to exceed **$126,160.00.** In preparation for award, the intent is contingent upon the approval by the Stuart City Commission, slated for Monday June 24, 2024. The requests that you provide the following requirements by July 10, 2024**.**

1. A "Certificate of Insurance" which reflects all types and levels of coverage as noted in the Request for Qualification. The insurance certificate must also have printed in the "Remarks" box, words to the effect: ***"The City of Stuart is an additional insured."*** The City requests that the insurance certificate lists the ***project number and the project name***, 2024-400, Annual Roofing Contract WO#1.

A Payment and Performance Bond with a carrier duly licensed and authorized to do business in the State of Florida equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials, or supplies used in the performance and timely payments to all persons providing labor, materials, or supplies used in the performance of the work. Payment and Performance Bond must be recorded with the Martin County Clerk of the Court. This may be provided prior to the Notice to Proceed.

A pre-construction meeting will be scheduled after award. At the pre-construction meeting you will be provided fully executed contract, purchase order, and notice to proceed.

The City of Stuart looks forward to working with you. If you have any questions, please feel free to contact me by email at purchasing@ci.stuart.fl.us or call me at (772) 288-5320.

Sincerely yours,

Alaina Knofla
Procurement Coordinator

cc: Public Works
File

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 6/24/2024 **Prepared by:** Lee Baggett

Title of Item:
AMENDMENT 3 TO THE FLORIDA CONSTITUTION - LEGALIZING RECREATIONAL MARIJUANA

Summary Explanation/Background Information on Agenda Request:
Florida Amendment 3, the Marijuana Legalization Initiative, will be on the ballot in Florida as an initiated constitutional amendment on November 5, 2024. A 60% supermajority vote is required for the approval of the amendment. The initiative will legalize recreational marijuana for adults 21 years old and older. Individuals would be allowed to possess up to three (3) ounces of marijuana (about 85 grams), with up to five (5) grams in the form of concentrate. Existing Medical Treatment Centers would be authorized under the initiative to sell marijuana to adults for personal use. The full text of the amendment is attached to this agenda item as an exhibt. The Florida State Legislature could provide by state law for the licensure of entities other than existing Medical Marijuana Treatment Centers to cultivate and sell marijuana products.

According to the ballot language, the initiative would become law six months after passing. As a result, it would legalize the retail sale of marijuana in approximately May, 2025. The purpose for this discussion is to gain feedback from the City Commission relating to the zoning and regulation of retail and wholesale cultivation, manufacture and production, sales, and distribution of marijuana. It is likely that the State will pre-empt taxation but the City of Stuart might want to consider restrictions limiting cultivation and manufacturing to industrial uses as well as designating specific areas whee dispensaries can operate which limit them from exposure to schools, parks and particular locations. Another consideration is the historic downtown area as well. Staff is seeking direction from the board related to any possible local ordinances the board deems necessary to best serve the public in the event the initiative passes.

Funding Source:
N/A

Recommended Action:
Discuss, deliberate, and provide direction to City staff.

ATTACHMENTS:
1. Amendment 3 Text
2. Advisory Opinion to the Attorney General regarding Amendment 3

CONSTITUTIONAL AMENDMENT FULL TEXT

Ballot Title: Adult Personal Use of Marijuana

Ballot Summary: Allows adults 21 years or older to possess, purchase, or use marijuana products and marijuana accessories for non-medical personal consumption by smoking, ingestion, or otherwise; allows Medical Marijuana Treatment Centers, and other state licensed entities, to acquire, cultivate, process, manufacture, sell, and distribute such products and accessories. Applies to Florida law; does not change, or immunize violations of, federal law. Establishes possession limits for personal use. Allows consistent legislation. Defines terms. Provides effective date.

Article and Section Being Created or Amended: Article X, Section 29

Full Text of the Proposed Amendment: SECTION 29. ~~Medical m~~Marijuana production, possession and use.—

(a) PUBLIC POLICY.

(1) The medical use of marijuana by a qualifying patient or caregiver in compliance with this section is not subject to criminal or civil liability or sanctions under Florida law.

(2) A physician shall not be subject to criminal or civil liability or sanctions under Florida law solely for issuing a physician certification with reasonable care to a person diagnosed with a debilitating medical condition in compliance with this section.

(3) Actions and conduct by a Medical Marijuana Treatment Center registered with the Department, or its agents or employees, and in compliance with this section and Department regulations, shall not be subject to criminal or civil liability or sanctions under Florida law.

(4) The non-medical personal use of marijuana products and marijuana accessories by an adult, as defined below, in compliance with this section is not subject to any criminal or civil liability or sanctions under Florida Law.

(5) Medical Marijuana Treatment Centers, and other entities licensed as provided below, are allowed to acquire, cultivate, process, manufacture, sell, and distribute marijuana products and marijuana accessories to adults for personal use upon the Effective Date provided below. A Medical Marijuana Treatment Center, or other state licensed entity, including its agents and employees, acting in accordance with this section as it relates to acquiring, cultivating, processing, manufacturing, selling, and distributing marijuana products and marijuana accessories to adults for personal use shall not be subject to criminal or civil liability or sanctions under Florida law.

(b) DEFINITIONS. For purposes of this section, the following words and terms shall have the following meanings:

(1) "Debilitating Medical Condition" means cancer, epilepsy, glaucoma, positive status for human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS), post-traumatic stress disorder

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(PTSD), amyotrophic lateral sclerosis (ALS), Crohn's disease, Parkinson's disease, multiple sclerosis, or other debilitating medical conditions of the same kind or class as or comparable to those enumerated, and for which a physician believes that the medical use of marijuana would likely outweigh the potential health risks for a patient.

(2) "Department" means the Department of Health or its successor agency.

(3) "Identification card" means a document issued by the Department that identifies a qualifying patient or a caregiver.

(4) "Marijuana" has the meaning given cannabis in Section 893.02(3), Florida Statutes (2014), and, in addition, "Low-THC cannabis" as defined in Section 381.986(1)(b), Florida Statutes (2014), shall also be included in the meaning of the term "marijuana."

(5) "Medical Marijuana Treatment Center" (MMTC) means an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Department.

(6) "Medical use" means the acquisition, possession, use, delivery, transfer, or administration of an amount of marijuana not in conflict with Department rules, or of related supplies by a qualifying patient or caregiver for use by the caregiver's designated qualifying patient for the treatment of a debilitating medical condition.

(7) "Caregiver" means a person who is at least twenty-one (21) years old who has agreed to assist with a qualifying patient's medical use of marijuana and has qualified for and obtained a caregiver identification card issued by the Department. The Department may limit the number of qualifying patients a caregiver may assist at one time and the number of caregivers that a qualifying patient may have at one time. Caregivers are prohibited from consuming marijuana obtained for medical use by the qualifying patient.

(8) "Physician" means a person who is licensed to practice medicine in Florida.

(9) "Physician certification" means a written document signed by a physician, stating that in the physician's professional opinion, the patient suffers from a debilitating medical condition, that the medical use of marijuana would likely outweigh the potential health risks for the patient, and for how long the physician recommends the medical use of marijuana for the patient. A physician certification may only be provided after the physician has conducted a physical examination and a full assessment of the medical history of the patient. In order for a physician certification to be issued to a minor, a parent or legal guardian of the minor must consent in writing.

(10) "Qualifying patient" means a person who has been diagnosed to have a debilitating medical condition, who has a physician certification and a valid qualifying patient identification card. If the Department does not begin issuing identification cards within nine (9) months after the effective date of this section, then a valid physician certification will serve as a patient identification card in order to allow a person to become a "qualifying patient" until the Department begins issuing identification cards.

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CONSTITUTIONAL AMENDMENT FULL TEXT

(11) "Marijuana accessories" means any equipment, product, or material of any kind that are used for inhaling, ingesting, topically applying, or otherwise introducing marijuana products into the human body for personal use.

(12) "Marijuana products" means marijuana or goods containing marijuana.

(13) "Personal use" means the possession, purchase, or use of marijuana products or marijuana accessories by an adult 21 years of age or older for non-medical personal consumption by smoking, ingestion, or otherwise. An adult need not be a qualifying patient in order to purchase marijuana products or marijuana accessories for personal use from a Medical Marijuana Treatment Center. An individual's possession of marijuana for personal use shall not exceed 3.0 ounces of marijuana except that not more than five grams of marijuana may be in the form of concentrate.

(c) LIMITATIONS.

(1) Nothing in this section allows for a violation of any law other than for conduct in compliance with the provisions of this section.

~~(2) Nothing in this section shall affect or repeal laws relating to non-medical use, possession, production, or sale of marijuana.~~

(2) Nothing in this amendment prohibits the Legislature from enacting laws that are consistent with this amendment.

(3) Nothing in this section authorizes the use of medical marijuana by anyone other than a qualifying patient.

(4) Nothing in this section shall permit the operation of any vehicle, aircraft, train or boat while under the influence of marijuana.

(5) Nothing in this section changes federal law or requires the violation of federal law or purports to give immunity under federal law.

(6) Nothing in this section shall require any accommodation of any on-site medical use of marijuana in any correctional institution or detention facility or place of education or employment, or of smoking medical marijuana in any public place.

(7) Nothing in this section shall require any health insurance provider or any government agency or authority to reimburse any person for expenses related to the medical use of marijuana.

(8) Nothing in this section shall affect or repeal laws relating to negligence or professional malpractice on the part of a qualified patient, caregiver, physician, MMTC, or its agents or employees.

(d) DUTIES OF THE DEPARTMENT. The Department shall issue reasonable regulations necessary for the implementation and enforcement of this section. The purpose of the regulations is to ensure the availability and safe use of medical marijuana by qualifying patients. It is the duty of the Department to promulgate regulations in a timely fashion.

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CONSTITUTIONAL AMENDMENT FULL TEXT

(1) Implementing Regulations. In order to allow the Department sufficient time after passage of this section, the following regulations shall be promulgated no later than six (6) months after the effective date of this section:

a. Procedures for the issuance and annual renewal of qualifying patient identification cards to people with physician certifications and standards for renewal of such identification cards. Before issuing an identification card to a minor, the Department must receive written consent from the minor's parent or legal guardian, in addition to the physician certification.

b. Procedures establishing qualifications and standards for caregivers, including conducting appropriate background checks, and procedures for the issuance and annual renewal of caregiver identification cards.

c. Procedures for the registration of MMTCs that include procedures for the issuance, renewal, suspension and revocation of registration, and standards to ensure proper security, record keeping, testing, labeling, inspection, and safety.

d. A regulation that defines the amount of marijuana that could reasonably be presumed to be an adequate supply for qualifying patients' medical use, based on the best available evidence. This presumption as to quantity may be overcome with evidence of a particular qualifying patient's appropriate medical use.

(2) Identification cards and registrations. The Department shall begin issuing qualifying patient and caregiver identification cards, and registering MMTCs no later than nine (9) months after the effective date of this section.

(3) If the Department does not issue regulations, or if the Department does not begin issuing identification cards and registering MMTCs within the time limits set in this section, any Florida citizen shall have standing to seek judicial relief to compel compliance with the Department's constitutional duties.

(4) The Department shall protect the confidentiality of all qualifying patients. All records containing the identity of qualifying patients shall be confidential and kept from public disclosure other than for valid medical or law enforcement purposes.

(e) LEGISLATION. Nothing in this section shall limit the legislature from enacting laws consistent with this section. The legislature may provide for the licensure of entities that are not Medical Marijuana Treatment Centers to acquire, cultivate, possess, process, transfer, transport, sell, and distribute marijuana products and marijuana accessories for personal use by adults.

(f) SEVERABILITY. The provisions of this section are severable and if any clause, sentence, paragraph or section of this measure, or an application thereof, is adjudged invalid by a court of competent jurisdiction other provisions shall continue to be in effect to the fullest extent possible.

(g) EFFECTIVE DATE. This amendment shall become effective six (6) months after approval by the voters.

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User Name: Lee Baggett
Date and Time: Monday, June 17, 2024 12:44:00PM EDT
Job Number: 226822917

Document (1)

1. *In re Advisory Op. to the AG re: Adult Pers. Use of Marijuana, 2024 Fla. LEXIS 485*
   Client/Matter: -None-

Neutral
As of: June 17, 2024 4:44 PM Z

In re Advisory Op. to the AG re: Adult Pers. Use of Marijuana

Supreme Court of Florida

April 1, 2024, Decided

No. SC2023-0682

Reporter
2024 Fla. LEXIS 485 *; 49 Fla. L. Weekly S 102; 2024 WL 1363726

ADVISORY OPINION TO THE ATTORNEY GENERAL RE: ADULT PERSONAL USE OF MARIJUANA.

Prior History: [*1] Original Proceeding — Advisory Opinion — Attorney General.

Core Terms

marijuana, propose an amendment, entities, initiative, single-subject, licensed, ballot summary, voters, personal use, connected, misleading, ballot, federal law, Dictionary, medical marijuana, products, Sponsor, adults, recreational, definitions, accessories, distribute, words, changes, clarity, matters, legalization, cultivate, immunize, terms

Case Summary

Overview

HOLDINGS: [1]-The proposed amendment to legalize the recreational use of marijuana under Florida law was approved for placement on the ballot because the ballot summary and amendment complied with the requirements imposed by Art. XI, § 3, Fla. Const. and § 101.161(1), Fla. Stat.

Outcome
Amendment approved.

LexisNexis® Headnotes

Constitutional Law > Amendment Process

Governments > Legislation > Initiative & Referendum

Constitutional Law > State Constitutional Operation

HN1[] Constitutional Law, Amendment Process

The Florida Constitution requires that an amendment proposed by initiative embrace but one subject and matter directly connected therewith. Art. XI, § 3, Fla. Const. Indeed, the single-subject requirement in article XI, section 3, mandates that the electorate's attention be directed to a change regarding one specific subject of government to protect against multiple precipitous changes in our state constitution.

Constitutional Law > Amendment Process

Governments > State & Territorial Governments > Elections

Governments > Legislation > Initiative & Referendum

HN2[] Constitutional Law, Amendment Process

An initiative's ballot summary must be seventy-five words or less, must be printed in clear and unambiguous language on the ballot, and must be an explanatory statement of the chief purpose of the measure. § 101.161(1), Fla. Stat. The ballot title is limited to fifteen words and shall consist of a caption by which the measure is commonly referred to or spoken of. The purpose of these statutory requirements is to provide fair notice of the content of the proposed amendment so that the voter will not be misled as to its purpose, and can cast an intelligent and informed ballot.

In assessing a ballot summary for clarity under *section 101.161(1)*, the Court must consider two questions: (1) whether the ballot title and summary fairly inform the voter of the chief purpose of the amendment; and (2) whether the language of the title and the summary, as written, misleads the public. Ballot language may be clearly and conclusively defective either in an affirmative sense, because it misleads the voters as to the material effects of the amendment, or in a negative sense by failing to inform the voters of those material effects.

Governments > Legislation > Initiative & Referendum

HN3[] **Legislation, Initiative & Referendum**

A ballot summary need not (and because of the statutory word limit, often cannot) explain at great and undue length the complete details of a proposed amendment, and some onus falls upon voters to educate themselves about the substance of the proposed amendment.

Constitutional Law > The Judiciary > Case or Controversy > Advisory Opinions

HN4[] **Case or Controversy, Advisory Opinions**

A recent amendment to *§ 16.061, Fla. Stat.* requires the Attorney General's request for an advisory opinion include the question whether the proposed amendment is facially invalid under the United States Constitution.

Counsel: Ashley Moody, Attorney General, Henry C. Whitaker, Solicitor General, Jeffrey Paul DeSousa, Chief Deputy Solicitor General, and Daniel W. Bell, Chief Deputy Solicitor General, Tallahassee, Florida, for Petitioner.

Alan Lawson, Jason Gonzalez, Jessica Slatten, and Samuel J. Salario, Jr., of Lawson Huck Gonzalez, PLLC, Tallahassee, Florida, for Interested Party, Florida Chamber of Commerce.

Jeremy D. Bailie of Weber, Crabb & Wein, P.A., St. Petersburg, Florida, for Interested Party, Drug Free America Foundation.

Joshua Katz and Anastasia Boden of Cato Institute, Washington, District of Columbia; and Spencer George of the Law Office of Spencer George, Chuluota, Florida, for Interested Party, Cato Institute.

Jonathan S. Robbins, Zachary R. Kobrin, and Scott Miller of Akerman LLP, Fort Lauderdale, Florida, for Interested Party, Medical Marijuana Business Association of Florida, Inc., a Florida Corporation.

Glenn Burhans, Jr. of Stearns Weaver Miller, Tallahassee, Florida; Barry Richard of Barry Richard Law Firm, Tallahassee, Florida; Dan Humphrey of Quinn Emanuel Urquhart & Sullivan, LLP, Miami, Florida; John F. Bash of Quinn Emanuel Urquhart **[*2]** & Sullivan, LLP, Austin, Texas; Ellyde R. Thompson of Quinn Emanuel Urquhart & Sullivan, LLP, New York, New York; and Rachel G. Frank of Quinn Emanuel Urquhart & Sullivan, LLP, Washington, District of Columbia, for Interested Party, Smart & Safe Florida.

Daniel B. Tilley of American Civil Liberties Union Foundation of Florida, Inc., Miami, Florida, for Interested Party, American Civil Liberties Union of Florida, Inc.

Judges: CANADY, LABARGA, and COURIEL, JJ., concur. MUÑIZ, C.J., concurs with an opinion, in which CANADY, J., concurs. GROSSHANS, J., concurs with an opinion. FRANCIS, J., dissents with an opinion. SASSO, J., dissents with an opinion.

Opinion by: GROSSHANS

Opinion

GROSSHANS, J.

A ballot initiative to legalize the recreational use of marijuana under Florida law obtained the required number of signatures to trigger mandatory judicial review of the initiative's validity. Our role is narrow—we assess only whether the amendment conforms to the constitutionally mandated single-subject requirement, whether the ballot summary meets the statutory standard for clarity, and whether the amendment is facially invalid under the federal constitution. In light of those limited considerations, we approve the proposed **[*3]** amendment for placement on the ballot.

I

The Attorney General requested an advisory opinion on the validity of the "Adult Personal Use of Marijuana" initiative.[1] Proposing to modify *article X, section 29 of*

[1] We have mandatory jurisdiction. *See* *art. IV, § 10*; *art. V, § 3(b)(10), Fla. Const.*

the Florida Constitution, the amendment would legalize personal use of marijuana by adults under state law. The text of the proposed amendment is as follows:

SECTION 29.

Medical m*M*arijuana production, possession and use.—
(a) PUBLIC POLICY.

[No changes to *(a)(1)-(3)*.]

(4) The non-medical personal use of marijuana products and marijuana accessories by an adult, as defined below, in compliance with this section is not subject to any criminal or civil liability or sanctions under Florida Law.

(5) Medical Marijuana Treatment Centers, and other entities licensed as provided below, are allowed to acquire, cultivate, process, manufacture, sell, and distribute marijuana products and marijuana accessories to adults for personal use upon the Effective Date provided below. A Medical Marijuana Treatment Center, or other state licensed entity, including its agents and employees, acting in accordance with this section as it relates to acquiring, cultivating, processing, manufacturing, selling, and distributing marijuana products and marijuana accessories to ***[*4]*** *adults for personal use shall not be subject to criminal or civil liability or sanctions under Florida law*.
(b) DEFINITIONS. For purposes of this section, the following words and terms shall have the following meanings:
[No changes to (b)(1)-(10).]

(11) "Marijuana accessories" means any equipment, product, or material of any kind that are used for inhaling, ingesting, topically applying, or otherwise introducing marijuana products into the human body for personal use.

(12) "Marijuana products" means marijuana or goods containing marijuana.

(13) "Personal use" means the possession, purchase, or use of marijuana products or marijuana accessories by an adult 21 years of age or older for non-medical personal consumption by smoking, ingestion, or otherwise. An adult need not be a qualifying patient in order to purchase marijuana products or marijuana accessories for personal use from a Medical Marijuana Treatment Center. An individual's possession of marijuana for personal use shall not exceed 3.0 ounces of marijuana except that not more than five grams of marijuana may be in the form of concentrate.
(c) LIMITATIONS.
[No changes to (c)(1).]

(2) Nothing in this section shall affect or repeal laws **[*5]** relating to non-medical use, possession, production, or sale of marijuana.

(2) Nothing in this amendment prohibits the Legislature from enacting laws that are consistent with this amendment.

[No changes to *(c)(3)*-*(4)*.]

(5) Nothing in this section *changes federal law or* requires the violation of federal law or purports to give immunity under federal law.

[No changes to *(c)(6)-(8)*.]
[No changes to (d).]

(e) LEGISLATION. Nothing in this section shall limit the legislature from enacting laws consistent with this section. *The legislature may provide for the licensure of entities that are not Medical Marijuana Treatment Centers to acquire, cultivate, possess, process, transfer, transport, sell, and distribute marijuana products and marijuana accessories for personal use by adults*.
[No changes to (f).]

(g) EFFECTIVE DATE. This amendment shall become effective six (6) months after approval by the voters.

In describing this amendment to the voters, the ballot summary states:

Allows adults 21 years or older to possess, purchase, or use marijuana products and marijuana accessories for non-medical personal consumption by smoking, ingestion, or otherwise; allows Medical Marijuana Treatment Centers, and other state licensed **[*6]** entities, to acquire, cultivate, process, manufacture, sell, and distribute such products and accessories. Applies to Florida law; does not change, or immunize violations of, federal law. Establishes possession limits for personal use. Allows consistent legislation. Defines terms. Provides effective date.

The Attorney General and two interested parties filed

briefs in opposition to the initiative, arguing that the ballot summary fails statutory clarity rules. One opponent also argues that the proposed amendment does not meet the single-subject requirement, and another raises *Supremacy Clause* concerns. *See* *art. VI, cl. 2, U.S. Const.* Disagreeing with these challenges, the Sponsor and three additional interested parties filed briefs in support of the initiative.

II

Without regard to the merits or wisdom of the initiative, our review is confined to three issues. *See* *§ 16.061, Fla. Stat.* (2023). We ask "(1) whether the proposed amendment itself satisfies the single-subject requirement of *article XI, section 3, of the Florida Constitution*; and (2) whether the ballot title and summary satisfy the [clarity] requirements of *section 101.161(1), Florida Statutes*." *Advisory Op. to Att'y Gen. re All Voters Vote in Primary Elections for State Legislature, Governor, & Cabinet (All Voters Vote), 291 So. 3d 901, 904 (Fla. 2020)*. In carrying out this limited inquiry, we reject a proposal if it is shown to be "clearly and conclusively defective." *Advisory Op. to Att'y Gen. re Regulate Marijuana in a Manner Similar to Alcohol to Establish Age, Licensing, & Other Restrictions (Recreational Marijuana II), 320 So. 3d 657, 667 (Fla. 2021)* (quoting *Advisory Op. to Att'y Gen. re Amend. to Bar Gov't from Treating People Differently Based on Race in Pub. Educ., 778 So. 2d 888, 891 (Fla. 2000)*). And by statute, as recently amended, we are also **[*7]** to advise "whether the proposed amendment is facially invalid under the United States Constitution." *Ch. 2020-15, § 2, Laws of Fla.* (amending *§ 16.061(1), Fla. Stat.*).

A

HN1[↑] The Florida Constitution requires that an amendment proposed by initiative "embrace but one subject and matter directly connected therewith." *Art. XI, § 3, Fla. Const.*[2] Indeed, "[t]he single-subject requirement in *article XI, section 3*, mandates that the electorate's attention be directed to a change regarding one specific subject of government to protect against multiple precipitous changes in our state constitution." *Fine v. Firestone, 448 So. 2d 984, 988 (Fla. 1984)*.

We have interpreted this text to require that an initiative focus on a single dominant plan or scheme under which all components have a natural and logical connection. *See* *All Voters Vote, 291 So. 3d at 905* (characterizing the test as "oneness of purpose"); *see also* *Advisory Op. to Att'y Gen. re Water & Land Conservation—Dedicates Funds to Acquire & Restore Fla. Conservation & Recreation Lands, 123 So. 3d 47, 50-51 (Fla. 2013)*.[3] This ensures that the initiative does not engage in logrolling, a practice wherein unrelated matters are combined into a single initiative "in order to aggregate votes or secure approval of an otherwise unpopular issue." *In re Advisory Op. to Att'y Gen.—Save Our Everglades, 636 So. 2d 1336, 1339 (Fla. 1994)*. And this makes sense, since the initiative process lacks the legislative filtering, public hearing, and policy debate that are inherently part of the other amendment processes. *Id.*

One opponent argues that the proposed amendment violates the single-subject **[*8]** requirement because it both decriminalizes and commercializes recreational marijuana. Justice Francis accepts this argument. We, however, disagree. Allowing businesses to distribute personal-use marijuana, and authorizing individuals to possess it, are logically and naturally related as part of a dominant plan or scheme. Legalization of marijuana presumes the product will be available for the consumer. Likewise, the sale of personal-use marijuana cannot be reasonably undertaken while possession is criminalized. Selling and possessing marijuana appear, for better or worse, directly connected, and we cannot say that an amendment addressing both components violates the single-subject requirement.

Our medical marijuana decision in 2015 reinforces this analysis. *See* *Advisory Op. to Att'y Gen. re Use of Marijuana for Debilitating Med. Conditions (Medical Marijuana II), 181 So. 3d 471 (Fla. 2015)*. There, the proposed amendment allowed the use of medical marijuana, removed state penalties and liability for such use, established the distribution of marijuana through qualified providers, and gave the Department of Health

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[2] Of the various methods for amending or revising the Florida Constitution, only the initiative process contains this single-subject requirement. *See art. XI, §§ 1-4, 6, Fla. Const.*

[3] One opponent argues that the "oneness of purpose" test departs from the constitutional text adopted by voters in 1972. Justice Francis also argues that our precedent on the single-subject requirement lacks textual support and would recede from those cases. However, as demonstrated in my concurring opinion, a closer analysis of the provision's text would not compel a different result in this case. *See* concurring op. at 24 (Grosshans, J.). Moreover, we do not find that the opponents, or Justice Francis in her dissent, have demonstrated clear error, a threshold requirement to support receding from precedent.

a supervisory role. *See id. at 477*. We held that those provisions satisfied the "directly connected" requirement by being logically unified. *Id.* The provisions in *Medical Marijuana II* on use and legalization are **[*9]** similar to the sale and possession components of the proposed amendment in this case. If anything, the connection here is even more direct.[4]

Accordingly, based on the analysis above—including our discussion of the factually similar *Medical Marijuana II* case—we conclude that the proposed amendment complies with the single-subject requirement in *article XI, section 3 of the Florida Constitution.*

B

Having decided that the proposed amendment meets the constitution's single-subject requirement, we now turn to the statutory directive. ***HN2***[] An initiative's ballot summary must be seventy-five words or less, must "be printed in clear and unambiguous language on the ballot," and must "be an explanatory statement . . . of the chief purpose of the measure." *§ 101.161(1), Fla. Stat.* The ballot title is limited to fifteen words and "shall consist of a caption . . . by which the measure is commonly referred to or spoken of." *Id.* "The purpose of these [statutory] requirements is 'to provide fair notice of the content of the proposed amendment so that the voter will not be misled as to its purpose, and can cast an intelligent and informed ballot.'" *Recreational Marijuana II, 320 So. 3d at 667* (alteration in original) (quoting *Medical Marijuana II, 181 So. 3d at 478*). In assessing a ballot summary for clarity under *section 101.161(1)*, "the Court must consider two questions: '(1) **[*10]** whether the ballot title and summary . . . fairly inform the voter of the chief purpose of the amendment; and (2) whether the language of the title and the summary, as written, misleads the public.'" *Advisory Op. to Att'y Gen. re Prohibits Possession of Defined Assault Weapons (Assault Weapons), 296 So. 3d 376, 381 (Fla. 2020)* (omission in original) (citation omitted). "Ballot language may be clearly and conclusively defective either in an affirmative sense, because it misleads the voters as to the material effects of the amendment, or in a negative sense by failing to inform the voters of those material effects." *Id.* (citation omitted).

Opponents argue the ballot summary is misleading because it implies that there are already other state-licensed entities ready to engage in the sale of recreational marijuana, or that the amendment itself licenses these entities. The opponents contend that the word "allow" is an inaccurate description of the amendment's scope, as the Legislature would have to license other entities in the future. Thus, say the opponents, it is overtly misleading to state that the amendment "allows" other entities to enter the market, when in fact the Legislature must first authorize them to do so.

We reject this argument. To "allow" means to "permit the presence of" or to "let . . . happen." **[*11]** *American Heritage Dictionary of the English Language* 48 (5th ed. 2011). The most natural reading of the word "allow" suggests that other entities will be permitted to enter the market, subject to a state-licensing process. Licensing is a commonly understood activity of government agencies. Voters are familiar with obtaining other licenses from the state, such as a driver's or contractor's license. We do not believe the summary would confuse a voter into thinking that the Legislature is required to authorize additional licenses or that the amendment itself establishes a licensing scheme.[5] It is therefore fair to say that the amendment "allows" additional licensure but does not mandate it.

Nor do we find that a reasonable voter would believe that there are other entities already in existence and licensed to distribute personal-use marijuana, as this activity is currently illegal. The summary does not imply that these entities already exist, but instead properly informs the voter that the market could be expanded, and state licensing will be a prerequisite to that expansion. Thus, we disagree with Justice Sasso's position that the ballot summary inaccurately **[*12]** signals to the voters that the amendment itself creates a specific noncontingent right in favor of "other state

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[4] The Florida Chamber of Commerce also argues that the amendment substantially alters or performs the functions of multiple branches of state government. We reject this argument as well and do not find that the amendment substantially alters the duties assigned to the branches. *See Medical Marijuana II, 181 So. 3d at 477-78* (finding a similar proposed amendment to legalize medical marijuana did not "substantially alter" the functions of multiple branches even though multiple branches were required to comply with the provision).

[5] By contrast, different language has been utilized when describing an amendment's specific licensing scheme. Notably, the successful ballot summary in *Medical Marijuana II* stated, "The Department of Health *shall* register and regulate centers that produce and distribute marijuana for medical purposes and *shall* issue identification cards to patients and caregivers." *181 So. 3d at 476* (emphasis added).

licensed entities" to immediately enter the cannabis market. *See* dissenting op. at 43-44 (Sasso, J.).

By its plain words, the amendment will immediately allow a Medical Marijuana Treatment Center (MMTC)—an entity already licensed to sell medical marijuana—to distribute cannabis for personal use. However, the summary does not suggest that other entities may automatically enter the recreational market without first obtaining a license. Instead, consistent with the ballot summary's terms, the amendment "allows"—in other words, permits the presence of—other licensed entities, provided that the Legislature first creates an underlying licensing scheme for them. That is, once other entities are properly licensed, they can distribute cannabis for personal use, just like MMTCs can.

The opponents' other clarity arguments fare no better. For example, the summary is not misleading for failure to warn that the amendment only covers Florida law and not federal law. Rather, it follows the federal-law-effects "roadmap" first laid out in the *Medical Marijuana* cases. *See* *Advisory Op. to Att'y Gen. re Adult Use of Marijuana (Recreational Marijuana I)*, ***315 So. 3d 1176, 1181-82*** *(Fla. 2021)*. In *Recreational Marijuana* ***[*13]*** *I*, we offered examples of language that would not be misleading: a summary stating that nothing in the amendment "g[a]ve immunity under federal law," that it "[a]pplie[d] only to Florida law," and that it "[did] not immunize violations of federal law." *Id.* (several alterations in original) (citations omitted). Consistent with that language, the summary here states that the amendment "[a]pplies to Florida law; does not change, or immunize violations of, federal law."[6] Nor does the summary fail to state the amendment's chief purpose: it clearly states that the amendment legalizes adult personal possession and use of marijuana as a matter of Florida law.

The summary does not mislead in stating that the amendment "[e]stablishes possession limits for personal use." The summary signals that the amendment sets a limit on the immunity it grants under state law. And the amendment does exactly that: in the definitions section, the amendment describes "personal use" and notes that "personal use" of marijuana "shall not exceed 3.0 ounces of marijuana except that not more than five grams of marijuana may be in the form of concentrate."

Finally, we note that the amendment leaves **[*14]** untouched the Department of Health's existing authority to "issue reasonable regulations necessary for the implementation and enforcement of this section." *See* *art. X, § 29(d), Fla. Const.* Moreover, the amendment specifies that "[n]othing in this amendment prohibits the Legislature from enacting laws that are consistent with this amendment." *See* *art. X, § 29(c)(2), Fla. Const.* Consequently, the Department and the Legislature maintain the authority to regulate MMTCs and any additional state-licensed entities. Therefore, we disagree with the Attorney General's argument that the summary is deficient for failing to mention "a gap" during which MMTCs would supposedly be able to sell recreational marijuana without any regulations.

HN3[] A "ballot summary need not (and because of the statutory word limit, often cannot) explain 'at great and undue length' the complete details of a proposed amendment, and some onus falls upon voters to educate themselves about the substance of the proposed amendment." *Advisory Op. to Att'y Gen. re Standards for Establishing Legis. Dist. Boundaries, 2 So. 3d 175, 186 (Fla. 2009)* (quoting *Advisory Op. to Att'y Gen. re Right to Treatment & Rehab. for Non-Violent Drug Offenses, 818 So. 2d 491, 498 (Fla. 2002)*). Based on the reasoning above, we find that the summary is not misleading and meets the statutory clarity standards.

C

HN4[] A recent amendment to *section 16.061* requires the Attorney General's request for an advisory opinion include the question "whether the proposed **[*15]** amendment is facially invalid under the United States Constitution." One opponent argues that the proposed amendment is preempted by the federal Controlled Substances Act and, under the *Supremacy Clause*, the proposal is therefore facially invalid. Assuming that preemption is an appropriate consideration for this Court in assessing facial validity,[7] we reject the opponent's

[6] Justice Sasso's dissent also concludes that the summary misleads by saying that the amendment allows for personal consumption of marijuana by adults. *See* dissenting op. at 45-46 (Sasso, J.). Quite simply, we think this view is hard to square with our *Medical Marijuana* precedent as detailed above.

[7] As a threshold issue, no one has briefed whether *section 16.061* uses the phrase "invalid under the United States Constitution" to include any proposed amendment that would be preempted by an act of Congress or if that phrase should instead be interpreted to apply only if a proposed amendment is in conflict with a substantive provision of the United States Constitution.

argument. In order for a facial challenge to succeed, we must find that a law would be unconstitutional in *all* of its applications. *See* *Wash. State Grange v. Wash. State Republican Party, 552 U.S. 442, 449, 128 S. Ct. 1184, 170 L. Ed. 2d 151 (2008)*. We decline to make that broad finding here. A detailed analysis of the potential conflict between sections of this amendment and federal law is a task far afield from the core purpose of this advisory proceeding under the Florida Constitution. *See* *id. at 450* ("Exercising judicial restraint in a facial challenge 'frees the Court not only from unnecessary pronouncement on constitutional issues, but also from premature interpretations . . . .'" (quoting *United States v. Raines, 362 U.S. 17, 22, 80 S. Ct. 519, 4 L. Ed. 2d 524 (1960)*)).

III

For these reasons, we conclude that the ballot summary and amendment comply with the requirements imposed by *article XI, section 3 of the Florida Constitution* and *section 101.161(1) of the Florida Statutes*. We therefore approve the proposed amendment for placement on the ballot. No rehearing will be permitted.

It is so ordered.

CANADY, LABARGA, **[*16]** and COURIEL, JJ., concur.

MUÑIZ, C.J., concurs with an opinion, in which CANADY, J., concurs.

GROSSHANS, J., concurs with an opinion.

FRANCIS, J., dissents with an opinion.

SASSO, J., dissents with an opinion.

Concur by: MUÑIZ; GROSSHANS

Concur

MUÑIZ, C.J., concurring.

I fully concur in the majority opinion, but I write briefly to address the current version of *section 16.061, Florida Statutes*. That law has long required the Attorney General to seek an advisory opinion from this Court determining a proposed amendment's compliance with the single-subject and ballot clarity requirements. As of 2020, *section 16.061* also requires the Attorney General to ask "whether the proposed amendment is facially invalid under the United States Constitution." *Ch. 2020-15, § 2, Laws of Fla.*

In a future case, our Court would benefit from briefing by interested parties on the meaning and legal effects of this provision. What provisions of the United States Constitution does it encompass? Does the provision sweep so broadly as to include proposed amendments that are preempted by a federal law or regulation and therefore "invalid" under the *Supremacy Clause*? Would a reasonable reader of the provision understand it to require this Court to take up potentially complicated, wide-ranging questions of federal law in this non-adversarial, **[*17]** pre-enactment proceeding?

More fundamentally, what would be the legal consequence if this Court were to deem a proposed amendment "facially invalid under the United States Constitution"? Is the assumption that the Court would disapprove the proposal from appearing on the ballot? *Cf.* *Ray v. Mortham, 742 So. 2d 1276, 1284 (Fla. 1999)* ("[W]hen our 'advisory' opinions conclude that there is a defect in the ballot title and summary or a violation of the single-subject requirement, the effect of our 'advice' is the removal of the amendment from the ballot."). Is that what the Legislature should be understood to have mandated? If so, does the Legislature have the authority to limit the substance of proposed amendments beyond what is contemplated in *article XI, section 3 of our state constitution*?

Eventually a case will come along where the answers to these questions could affect the outcome. Thorough and thoughtful briefing from the parties will help the Court get it right.

CANADY, J., concurs.

GROSSHANS, J., concurring.

I write separately from the majority opinion to address an opponent's argument on the single-subject requirement. That opponent argues—and Justice Francis agrees—that our jurisprudence on this requirement is flawed and urges us to recede from it. Though I have some misgivings **[*18]** about the phrasing of one of our tests to determine single-subject compliance, I do not think that the opponent has demonstrated clear error—a requirement under our stare-decisis analysis. *See State v. Poole, 297 So. 3d 487, 507 (Fla. 2020)*.

Our approach to constitutional interpretation stresses that the text is supreme. *See* *Advisory Op. to Governor re Implementation of Amend. 4, The Voting Restoration*

Amend., 288 So. 3d 1070, 1078 (Fla. 2020). Given this emphasis, we search for the ordinary meaning of the text at the time the voters approved the constitutional change. *Id.* Indeed, "[e]very word employed in the constitution is to be expounded in its plain, obvious, and common sense, unless the context furnishes some ground to control, qualify, or enlarge it." *Id.* (quoting Joseph Story, *Commentaries on the Constitution of the United States* 157-58 (1833)); *see also* Israel v. DeSantis, 269 So. 3d 491, 496 (Fla. 2019) ("[U]nless the text of a constitution suggests that a technical meaning is intended, words used in the constitution should be given their usual and ordinary meaning . . . ." (alteration in original)). To discern the objective meaning of the text, we routinely consult dictionaries. *See* City of Tallahassee v. Fla. Police Benevolent Ass'n, Inc., 375 So. 3d 178, 184 (Fla. 2023) (dictionaries are often the best evidence of ordinary and commonly accepted meanings of words at the time they were written).

Here, the relevant text says that a proposed amendment must "embrace but one *subject* ***[*19]*** and matter *directly connected therewith*." Art. XI, § 3, Fla. Const. (emphasis added). "Subject" is defined as a "topic." *Subject, American Heritage Dictionary of the English Language* 1282 (1969 ed.). And more specifically, as it relates to laws, "subject" refers to "[t]he matter of public or private concern for which law is enacted." *Subject, Black's Law Dictionary* 1594 (4th ed. 1968). The phrase "directly connected therewith" also does significant work in this provision. When Florida voters added the single-subject requirement in 1972, "direct" could be defined as "characterized by close logical, causal, or consequential relationship"; "natural, straightforward." *Direct, Webster's Seventh New Collegiate Dictionary* 235 (1971 ed.); *see also Direct, American Heritage Dictionary of the English Language* 373 (1969 ed.) (defining "direct" as "[w]ithout intervening persons, conditions, or agencies; immediate"). Moreover, the word "connected" conveyed a sense of being "united" or "related." *Connected, American Heritage Dictionary of the English Language* 282 (1969 ed.); *see also Connect, Webster's Seventh New Collegiate Dictionary* 176 (1971 ed.) ("to have a relationship").

In light of these era-appropriate dictionary **[*20]** definitions and consistent with the text's immediate context, a common-sense understanding of this text is that all aspects of the proposed amendment must be logically, closely related and share a natural unity or dependency in addressing a singular matter of public concern. However, in applying these definitions, jurists could easily reach different views on how terms like "logically related" or "natural unity" apply in a given case or how immediate and close the connection must be.[8]

Not relying on definitions like the ones outlined above, our case law sometimes asks whether the proposed amendment has "oneness of purpose," a test which does not appear anchored to the text of the constitution.[9] I agree with the opponent that this term is imprecise. Nevertheless, despite employing this phrase, we have consistently asked if the elements of an amendment "may be logically viewed as having a natural relation and connection as component parts or aspects of a single dominant plan or scheme." Advisory Op. to Att'y Gen. re Water & Land Conservation—Dedicates Funds to Acquire & Restore Fla. Conservation & Recreation Lands, 123 So. 3d 47, 51 (Fla. 2013) (citation omitted); Advisory Op. to Att'y Gen. re All Voters Vote in Primary Elections for State Legislature, Governor, & Cabinet (All Voters Vote), 291 So. 3d 901, 905 (Fla. 2020). This focus does not appear

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[8] In arguing that our jurisprudence on the single-subject provision is wrong, Justice Francis stresses that this "requirement's clear constitutional function [is] restraint." Dissenting op. at 34 (Francis, J.). However, that restraining function does not require us to scour the relevant dictionaries in search of the most restrictive meanings for the terms in article XI, section 3's text. Take "directly" as an example. I offered definitions that are not as restrictive as the one advanced by Justice Francis. I do not find those definitions inconsistent with a restraining function—even though such definitions might allow some "daylight" between the subject and the matter. *See id.* at 26.

[9] As early as 1978, we largely relied upon City of Coral Gables v. Gray, 154 Fla. 881, 19 So. 2d 318, 320 (Fla. 1944), to support our "oneness of purpose" approach to the single-subject clause in article XI, section 3. *See* Floridians Against Casino Takeover v. Let's Help Fla., 363 So. 2d 337, 339 (Fla. 1978). However, Coral Gables interpreted an entirely different provision of a previous constitution that read, "The proposed amendments shall be so submitted as to enable the electors to vote on each amendment separately." 19 So. 2d at 320; *see* Floridians, 363 So. 2d at 339. Nevertheless, our jurisprudence has continued to depend upon that phraseology when analyzing the single-subject provision. *See,* ***[*21]*** *e.g.,* Fine v. Firestone, 448 So. 2d 984, 990 (Fla. 1984); Advisory Op. to Att'y Gen.—Ltd. Pol. Terms in Certain Elective Offs., 592 So. 2d 225, 227 (Fla. 1991); *Advisory Op. to Att'y Gen. re Prohibiting State Spending for Experimentation that Involves the Destruction of a Live Hum. Embryo, 959 So. 2d 210, 213 (Fla. 2007)*; Advisory Op. to Att'y Gen. re All Voters Vote in Primary Elections for State Legislature, Governor, & Cabinet, 291 So. 3d 901, 905 (Fla. 2020).

to conflict with the text's plain meaning, even if there is disagreement as to the ultimate conclusion in a particular case.

Justice Francis claims that our precedent on the single-subject requirement has been erratic, which may be true. Though greater consistency is a laudable goal, I do not think that adopting a more restrictive approach guarantees achievement of that goal, especially when broad terms still exist under her formulation of the test. Moreover, based on my reading of the text, I do not believe that our precedent in this regard can be viewed as *clearly* erroneous, even if one might prefer what Justice Francis describes as a less "malleable" interpretation.

Additionally, we have viewed the single-subject provision's chief purpose as preventing separate matters being combined into a single initiative to aggregate votes or secure approval of an unpopular issue, otherwise known as "logrolling." *See, e.g., Evans v. Firestone, 457 So. 2d 1351, 1354 (Fla. 1984)* (characterizing *Fine* as "discuss[ing] the primary and fundamental concern of the one-subject restriction—the prevention of logrolling"); *Advisory Op. to Att'y Gen. re Prohibiting State Spending for Experimentation that Involves the Destruction of a Live Hum. Embryo, 959 So. 2d 210, 212-13 (Fla. 2007)*; *All Voters Vote, 291 So. 3d at 905*. This, in my view, is compatible with the definitions noted above and with our case law's focus on whether all aspects of an amendment are related as part of a single dominant plan or scheme. No one has argued that our emphasis on this anti-logrolling **[*22]** rationale is out of place in a textually faithful analysis or that any other contextual or historical considerations apply.

Accordingly, based on the analysis above and supported by factually similar precedent as analyzed in the majority opinion, I agree that the provision does not violate the single-subject requirement.

Dissent by: FRANCIS; SASSO

Dissent

FRANCIS, J., dissenting.

While I agree with Justice Sasso's dissenting opinion regarding the misleading nature of the ballot summary, I cannot join that dissent (or the majority) because I believe the ballot initiative *also* violates the single-subject requirement.

Our precedents adopted a broad reading of the single-subject requirement, a reading that this Court perpetuates in approving the amendment for the ballot.

But in requiring "but one subject and matter *directly* connected therewith," *article XI, section 3*'s plain text requires a narrow reading, one where there is no daylight between the subject and matter. (Emphasis added.)

One need only review the relevant definitions to understand why. Those relevant definitions are of "subject," "connected," "one," "matter," and "directly," and they should be read together in context. I agree with the concurrence's definitions of "subject" **[*23]** ("topic") and "connected" ("united" or "related"). *See* concurring op. at 21-22 (Grosshans, J.). The word "one" means "being a single unit or entire being or thing and no more"; "existing alone in a specified sphere[; for example,] there is [one] apple in the basket." *One, Webster's Third New International Dictionary* 1575 (1961, rev. 1981, unabridged); *see also Single, Black's Law Dictionary* 1665 (11th ed. 2019) ("Consisting of one alone; individual"). And "matter" is defined as "the substance of a branch of knowledge"; "something (as information or a topic of discussion) of a particular nature or involving a particular and often specified thing or relation"; "something of an indicated kind or having to do with an indicated field or situation." *Matter, Webster's Third New International Dictionary* 1394 (1961, rev. 1981, unabridged).

But, in context, *article XI, section 3*'s use of the word "directly" modifies the verb "connected" to describe how the nouns "subject" and "matter" must be "connected" (i.e., "directly"). Thus, "directly" is used as an adverb. In turn, the adverb "directly" means:

> straight on along a definite course without deflection or slackening . . . purposefully or decidedly and straight to **[*24]** the mark . . . in a straightforward manner without hesitation, circumlocution, or equivocation: plainly and not by implication . . . in unmistakable terms: unqualifiedly[; for example,] deals [directly] with the stated purpose of the book . . . without divergence from the source or the original . . . .

Directly, Webster's Third New International Dictionary 641 (1961, rev. 1981, unabridged).

Defining "directly" this way, to me, makes the most

sense in the context of the constitutional text. Why? Because alternative definitions require the reader to make *additional* inferential leaps outside of the written words and their context.

Consider, for instance, the two alternative definitions of "direct" offered by the concurrence. The first alternative defines "direct" as possibly meaning that which is "characterized by [a] . . . causal, or consequential relationship." Concurring op. at 21-22 (Grosshans, J.). But the fuller text of *article XI, section 3* provides that "any such revision or amendment . . . shall embrace but one subject and matter directly connected therewith." This reflects a presumption that the subject and connected matters are being proposed at one time and together—*simultaneously*—in the same proposed **[*25]** revision or amendment. There is simply nothing in the language of *article XI, section 3* supporting a cause-and-effect relationship between the "one subject" and "matter directly connected therewith."

The second alternative proposed definition of "directly" as a "close logical relationship" also misses the mark. Many matters may logically relate to a topic either implicitly or explicitly. But given that the proposed amendment must "embrace but one subject," which cannot be defined by the proposed amendment's broader purpose(s), *see Franklin v. State, 887 So. 2d 1063, 1077-78 (Fla. 2004)* (quoting *Gibson v. State, 16 Fla. 291, 299 (1877)*),[10] "directly" must mean that other logically related matters addressed in the proposed amendment must be very closely related to the one subject or topic (i.e., a matter must be *unequivocally* and *plainly, not implicitly* related to the subject).

Applying the contextually informed definitions above, the single-subject requirement of *article XI, section 3*, then, would be read and understood like this: the proposed amendment must "embrace but **one** [*'a single unit or entire being or thing and no more . . . existing alone in a specified sphere'*] **subject** [*'topic,' not the proposed amendment's purpose or purposes*] and **matter** [*'something (as information or a topic of discussion) of a particular* ***[*26]*** *nature or involving a particular and often specified thing or relation'*] **directly** [*'without equivocation,' 'straightforward,' 'plainly and not by implication,' and 'in unmistakable terms'*] **connected** [*'joined or linked'*] **therewith**."

This reading is a narrow one. It means that in the context of the citizen initiative process, proposed amendments are *limited* to one topic (one item is in the figurative basket), and other matters addressed in the proposed amendment must be plainly and unequivocally linked to that one topic.

A narrow reading, I believe, best protects the people's right to self-governance by replacing the Court's nebulous "oneness of purpose" analysis with a straightforward, analytical framework for examining these proposed amendments. By eliminating the malleable standard associated with "oneness of purpose"—the definition of which can change depending on the makeup of the Court,[11] and under which many subjects can be construed as one—we both guard electoral integrity, and shift power back to the voters by ensuring they are presented with a proposal that is *not* "radically defective."[12] We also restore the power of voters to amend their governing document by retaining their "prerogative **[*27]** to separately decide discrete issues."[13]

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[10] Because the single-subject requirement in the citizen initiative context is *narrower* than the one in the legislative context, *see Franklin, 887 So. 2d at 1077-78* (quoting *Fine v. Firestone, 448 So. 2d 984, 988-89 (Fla. 1984)*), I assume the narrower reading of the term "subject" as non-synonymous with purpose in the legislative context applies with at least equal force in the citizen initiative context.

[11] "[T]he erratic nature of our own case law construing *article XI, section 3* shows just how vague and malleable this 'oneness' standard is. What may be 'oneness' to one person might seem a crazy quilt of disparate topics to another. 'Oneness,' like beauty, is in the eye of the beholder; and our conception of 'oneness' thus has changed every time new members have come onto this Court." *Advisory Op. to Att'y Gen.—Ltd. Pol. Terms in Certain Elective Offs., 592 So. 2d 225, 231 (Fla. 1991)* (Kogan, J., concurring in part, dissenting in part); *see also* ***State v. Poole, 297 So. 3d 487, 507 (Fla. 2020)*** (expressing wariness for tests that are "malleable and do not lend themselves to objective, consistent, and predictable application").

[12] *See generally In re Advisory Op. to Att'y Gen. re Use of Marijuana for Certain Med. Conditions, 132 So. 3d 786, 819-20 (Fla. 2014)* (Canady, J., dissenting) ("One of the most important rights enjoyed by the people of Florida under our constitution is the right to vote on constitutional amendments proposed through the initiative process. That right and the initiative process are subverted when the voters are presented a misleading ballot summary. The integrity of the electoral process is seriously compromised by placing this proposed amendment on the ballot with a radically defective summary . . . .").

[13] *See Ltd. Pol. Terms in Certain Elective Offs., 592 So. 2d at*

This Court could rely solely on the text to recede from this broad reading based on clear error under *Poole*. *See 297 So. 3d at 507*. But a review of the history behind this Court's broad "oneness of purpose" reading also reflects that it was built on shaky ground.

When the Court first applied the "oneness of purpose" test in *Floridians Against Casino Takeover v. Let's Help Florida, 363 So. 2d 337, 340 (Fla. 1978)*, *Floridians* adopted Justice England's reasoning in his concurring opinion in *Weber v. Smathers, 338 So. 2d 819 (Fla. 1976)*. In *Weber*, Justice England analyzed the *intent* behind the 1972 amendment to *article XI, section 3* as an overall expansion of the power to either amend or revise the Florida Constitution by citizen initiative petition.[14] Justice England reasoned that the new limiting condition, that any such proposal must embrace a single subject, should be read as a "functional . . . *restraint* on the range of authorized amendments." *338 So. 2d at 823* (England, J., concurring) (emphasis added). But he candidly noted that the Court had not been advised "what functional limitation might have been intended." *Id.* Turning to historical clues and the similar "but one subject" language applicable to the Legislature in *article III, section 6*, Justice England reasoned that the new single-subject requirement should be interpreted as **[*28]** it is in the legislative context, an interpretation that is quite broad. *Id.*; *see also* *art. III, § 6, Fla. Const.* Of course, Justice England did *not* address the intent behind the "matter directly connected therewith" language.

That concurrence was then mostly adopted by the Court's subsequent decision in *Floridians. 363 So. 2d at 340*.[15] In *Floridians*, this Court agreed that the 1972 amendment was intended to expand the citizen initiative process. *Id.* And citing the *Weber* concurrence, *Floridians* determined that the single-subject limitation should also be read broadly in line with this expansion, meaning that the subject and connected matters need only have "functional unity" and a "oneness of purpose." *Id.*

These judicial glosses not only have no support in the constitutional text, their use has also rendered the actual words— "directly"—as mere surplusage. Receding from our cases that employed this clear error would revive the full text and restore the single-subject requirement's clear constitutional function, as a restraint.[16]

As it relates to this case, personal use and commercialization of marijuana aren't even two sides of the same coin. If the matters directly **[*29]** connected to the "subjects" are different, it's plain to me that the subjects themselves are different.

At bottom, using marijuana as an individual and growing it for commercial sale and consumption implicate different criminal and regulatory schemes.

The proposed amendment grafts in a new *personal* right to use *recreational*, non-medical marijuana in Florida and removes criminal penalties for said personal use.[17]

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231 (Kogan, J., concurring in part, dissenting in part).

[14] Indeed, the text of the 1972 version clearly expanded the 1968 version of *article XI, section 3* by providing for *both* the revision or amendment of "any portion or portions" of the Florida constitution, whereas the 1968 version limited such proposals to amendments of a single section. *See* *Adams v. Gunter, 238 So. 2d 824 (Fla. 1970)* (removing a ballot proposal to revise the bicameral legislature and create a unicameral legislature because the 1968 version of *article XI, section 3* restricted citizen initiative petitions to *amend* a single portion of the constitution, whereas the petition proposed *revising* multiple constitutional *provisions*).

[15] *Floridians* also partly reaffirmed a test set out in *City of Coral Gables v. Gray, 154 Fla. 881, 19 So. 2d 318 (Fla. 1944)*, that in determining whether a proposal addresses a single subject, the test is whether it "may be logically viewed as having a natural relation and connection as component parts or aspects of a single dominant plan or scheme. Unity of object and plan is the universal test . . . ." *363 So. 2d at 339* (quoting *City of Coral Gables, 19 So. 2d at 320*); *see also* *Fine, 448 So. 2d at 990* (explaining that this Court in *Floridians* partly reaffirmed the test set out in *City of Coral Gables*).

[16] *Cf.* *McDonald v. City of Chicago, 561 U.S. 742, 805-13, 130 S. Ct. 3020, 177 L. Ed. 2d 894 (2010)* (Thomas, J., concurring in part and concurring in the judgment) (agreeing that the city of Chicago's handgun ban was unconstitutional but advocating for reviving the *Fourteenth Amendment's* privileges and immunities clause as the "more straightforward" analysis that is also "faithful to the *Fourteenth Amendment's* text and history"; explaining that the Court's post-Civil war precedent interpreting the *Fourteenth Amendment* so narrowed the "privileges and immunities" clause that litigants turned to the *due process clause*, which ultimately led to the concept of "substantive due process" and the Court's reliance on "tests" for determining state violations of citizens' fundamental rights; and advocating for reviving the privileges and immunities clause, saying, "I believe this case presents an opportunity to reexamine, and begin the process of restoring, the meaning of the *Fourteenth Amendment* agreed upon by those who ratified it.").

[17] Currently, personal possession of 20 grams or less of

Perhaps the Department of Health can continue to oversee this. But the proposed amendment also adds a new right for certain commercial entities to *cultivate* (i.e., *grow*) recreational marijuana, which would traditionally come under the purview of Florida's Department of Agriculture[18] and is not directly (unequivocally) related to *personal* use. And it adds a new right for certain entities to sell, manufacture, etc., trafficking amounts of recreational marijuana commercially,[19] which would now also involve the regulation of business entities by the Department of State and would require licensing by the Department of Business and Professional Regulation.[20] None of these commercial regulations *directly* relates to the regulation or decriminalization of recreational marijuana for *personal* use; **[*30]** they relate directly to the *business* of growing and selling marijuana on a large scale.

Of course, it depends on how broadly you define a topic. But what if a proposal was just called "government"? Would a more limited single-subject requirement apply then? Aren't we incentivizing citizen groups to generalize their topics to such a degree they will always evade the single-subject limitation? Isn't this precisely what happened in *Weber*, which permitted five subjects to be rolled into one under the broad subject, "Ethics in Government"? These questions are the iceberg below the tip of our continued broadening of the single-subject rule, evoking the warnings of potential abuse Justice McDonald noted thirty years ago.[21]

Here, the most concerning forms of abuse of process are not directly implicated; the Sponsor did not submit the amendment under the general topic "legalization of marijuana." The Sponsor selected a narrower subject here instead, entitling the proposed amendment "Adult Personal Use of Marijuana." This title explicitly states that the ballot proposal is about the "personal use" of adult recreational marijuana, not a company's ability to supply large amounts of marijuana to those persons.[22] Commercialization is a tangential topic, not a *direct*, unequivocally connected matter to legalizing the *personal use* of marijuana.

But if the single-subject requirement means anything, it must act as a *restraint* or *limit* on the power to revise or amend multiple provisions of the Florida Constitution, as is plainly stated by *article XI, section 3*. Otherwise, the power to revise our governing document is really in the hands of a few interested groups that may not have the interests of all Floridians in mind. But they can, at least, be required to clear the **[*32]** strict constitutional hurdle *article XI, section 3* plainly provides.

For these reasons, I respectfully dissent.

SASSO, J., dissenting.

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cannabis is only subject to a misdemeanor penalty. ***§ 893.13(6)(b), Fla. Stat.*** (2023).

[18] *See, e.g.*, *§ 581.217, Fla. Stat.* (2023) (permitting the cultivation and growth of hemp so long as compliant with provisions of statute; requiring that grower is licensed by the Department of Agriculture).

[19] Currently, possession of trafficking amounts of cannabis (in excess of 25 pounds or 300 plants) is punishable as a first-degree felony with minimum mandatory sentences and fines, which increase depending on the amount. ***§ 893.135(1), Fla. Stat.*** (2023).

[20] *See* *§ 561.02, Fla. Stat.* (2023) ("There is created within the Department of Business and Professional Regulation the Division of Alcoholic Beverages and Tobacco, which shall supervise the conduct, management, and operation of the manufacturing, packaging, distribution, and sale within the state of all alcoholic beverages and shall enforce the provisions of the Beverage Law and the tobacco law and rules and regulations of the division in connection therewith." (footnote omitted)); *§ 569.0025, Fla. Stat.* (2023) ("The establishment of the minimum age for purchasing or possessing, and the regulation for the marketing, sale, or delivery of, tobacco products is preempted to the state.").

[21] Justice McDonald noted that the citizen initiative process had been abused in *Advisory Opinion to the Attorney General—Limited Marine Net Fishing*:

> [T]he legislative power of the state is vested in the Legislature, *art. III, § 1*, and on matters that are statutory in nature, a concerted effort should be made to have the Legislature address the subject. The technical requirements, such as the single-subject rule and the requirements of *section 101.161(1), Florida Statutes* (1991), *appear insufficient to prevent abuse of the amendment process*. At this juncture, rather than espouse any particular solution **[*31]** as to how to prevent such abuse, I merely express my thought that some issues are better suited as legislatively enacted statutes than as constitutional amendments.

620 So. 2d 997, 1000 (Fla. 1993) (McDonald, J., concurring) (emphasis added) (footnote omitted).

[22] I would conclude the title is misleading as well given that the actual proposed amendment language reaches well beyond simply providing for *personal* use of recreational marijuana by adults.

I agree with the majority's conclusion that the initiative in this case does not violate the single-subject requirement based on our existing precedent. However, I believe the Sponsor has failed to provide a ballot summary in "clear and unambiguous language" as required by *section 101.161, Florida Statutes* (2023). In three places, the Sponsor chose to use the word "allows" to describe the legal effect of the initiative. But in choosing that language, the Sponsor twice misleads voters as to what the initiative would accomplish. For that reason, I conclude that the proposed initiative is precluded from being placed on the ballot and therefore respectfully dissent.

Section 101.161(1) imposes "certain clarity requirements for ballot titles and summaries." *Advisory Op. to Att'y Gen. re Regulate Marijuana in a Manner Similar to Alcohol to Establish Age, Licensing, & Other Restrictions, 320 So. 3d 657, 667 (Fla. 2021)*; *see also § 101.161(1), Fla. Stat.* (providing that "a ballot summary of such amendment or other public measure shall be printed in *clear and unambiguous language* on the ballot" (emphasis added)). This Court has therefore derived from the statute's text two requirements the sponsor must fulfill in preparing the ballot summary: 1) the summary must not mislead the public and 2) the ballot summary must **[*33]** fairly inform the voter of the chief purpose of the amendment. *See Fla. Dep't of State v. Slough, 992 So. 2d 142, 147 (Fla. 2008)* (quoting *Advisory Op. to Att'y Gen. re Prohibiting State Spending for Experimentation that Involves the Destruction of a Live Hum. Embryo, 959 So. 2d 210, 213-14 (Fla. 2007)*). Failure to meet either requirement is fatal. *See Detzner v. League of Women Voters of Fla., 256 So. 3d 803, 808 (Fla. 2018)* ("A proposed amendment must be removed from the ballot when the summary does not accurately describe the scope of the text of the amendment, because it has failed in its purpose.").

My assessment of this case implicates the first requirement—that the ballot summary may not mislead voters. This requirement is critical because it ensures voters receive "fair notice of the content of the proposed amendment" so that they "will not be misled as to [the proposed amendment's] purpose, and can cast an intelligent and informed ballot." *Advisory Op. to Att'y Gen. re Right of Citizens to Choose Health Care Providers, 705 So. 2d 563, 566 (Fla. 1998)* (quoting *Advisory Op. to Att'y Gen.—Fee on Everglades Sugar Prod., 681 So. 2d 1124, 1127 (Fla. 1996)*). In fulfilling this requirement, the sponsor "need not explain every detail or ramification of the proposed amendment." *Advisory Op. to Att'y Gen. re Prohibiting Pub. Funding of Pol. Candidates' Campaigns, 693 So. 2d 972, 975 (Fla. 1997)*. But when the sponsor chooses to include language in a ballot summary, accuracy is key. *See Advisory Op. to Att'y Gen. re Protect People, Especially Youth, from Addiction, Disease, & Other Health Hazards of Using Tobacco, 926 So. 2d 1186, 1194 (Fla. 2006)* (noting ballot summaries "must be accurate").

Here, the ballot summary misleads voters in two ways. The first, and most egregious, is the Sponsor's decision to claim that the initiative "allows" "other state licensed entities" to enter the marijuana market when the initiative does no such thing. Specifically, the **[*34]** summary says the initiative:

> *allows* Medical Marijuana Treatment Centers, and *other state licensed entities*, to acquire, cultivate, process, manufacture, sell, and distribute such products and accessories.

(Emphasis added.)

The word "allows" has differing meanings and can be applied at differing levels of generality, so I will start by explaining what I conclude the word "allows" means in this context.[23] And in context, the summary uses the word "allows" twice before the phrase "other state licensed entities" appears. It appears three times throughout the ballot summary in total, presumptively carrying the same meaning throughout. Each time, the word "allows" appears before some right the initiative ostensibly confers. That context confirms that the use of "allows" throughout the summary means "[t]o recognize as a right or privilege; to accord as a legal entitlement." *Black's Law Dictionary* 95-96 (11th ed. 2019). In other words, the use of the word "allows" in context suggests that the amendment itself does the work—that the amendment itself would generate some specific right.

The colloquial definition of "allows" reinforces that specific meaning in all three clauses. *See American* ***[*35]*** *Heritage Dictionary of the English Language* 48 (5th ed. 2011) (defining "allow" to mean "[t]o permit the presence of" or "[t]o let do or happen; permit"). And my conclusion that "allows" would signal to voters that the amendment itself accords some specific right is made even more evident when

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[23] This Court has used traditional tools of interpretation to assist in determining how voters will understand ballot summaries. *See, e.g., Advisory Op. to Att'y Gen. re Adult Use of Marijuana, **315 So. 3d 1176, 1180-81** (Fla. 2021)*; *Regulate Marijuana in a Manner Similar to Alcohol to Establish Age, Licensing, & Other Restrictions, 320 So. 3d at 668-69*.

contrasted with additional language in the same ballot summary. When attempting to explain the impact of federal law, for example, the ballot summary states the initiative "does not change . . . federal law."

Choosing the word "allows" is misleading in context because the amendment itself does not "allow" "other state licensed entities" to sell marijuana. Instead, and as the full text of the initiative provides, there is an intervening step that may never materialize: the Legislature must decide to provide for the licensure of "other" entities first.

Proposed *article X, section 29(e)* says, "The legislature *may* provide for the licensure of entities that are not [MMTCs] to" sell marijuana products. (Emphasis added.) As a proponent concedes, "if the Legislature does nothing, MMTCs will remain the only entities legally entitled to cultivate and distribute marijuana." Answer Brief of Medical Marijuana Business Association **[*36]** of Florida in Support of the Initiative at 18. Thus, it is inaccurate to say that the amendment also "allows" "other" entity sales. *See Advisory Op. to Att'y Gen. re Right to Competitive Energy Mkt. for Customers of Inv.-Owned Utils., 287 So. 3d 1256, 1260-61 (Fla. 2020)* (noting that the question was not whether a person had the right to sell electricity if the initiative was adopted, but whether, as the ballot summary claimed, the initiative granted that right, and concluding that the ballot summary was affirmatively misleading for creating the impression that the initiative granted a right).

The misleading nature of "allows" in this context presents more than a mere technical, or immaterial, violation of the statutory clarity requirements. Indeed, Floridians have expressed concern that existing medical marijuana markets stifle competition and give the MMTCs monopolies. *See, e.g., Fla. Dep't of Health v. Florigrown, LLC, 317 So. 3d 1101, 1113-15 (Fla. 2021)* (discussing affidavits related to "difficulties in finding the products [consumers] need, high prices when they do find the products they need, and lack of knowledge and professionalism in MMTC employees they have dealt with"). So rather than being forthcoming with voters and explaining that the Legislature may choose to replicate the medical marijuana market by limiting entities that may sell marijuana to MMTCs, the ballot summary instead **[*37]** suggests that the initiative affirmatively "allows" other state licensed entities to sell. In reality, there are no "other state licensed entities" and there may never be "other state licensed entities" regardless of whether the initiative passes.[24]

This defect in the Sponsor's chosen language is enough to keep the amendment off the ballot, but there is a second, independent way in which the summary is misleading. The initiative misleads voters with its opening stanza when it says that it "*[a]llows* adults 21 years or older to possess, purchase, or use marijuana products and marijuana accessories for non-medical personal consumption by smoking, ingestion, or otherwise." (Emphasis added.) That statement is false. A state has no power to authorize its residents to participate in conduct that would constitute a federal crime. *See art. VI, cl. 2, U.S. Const.*; *cf. United States v. Aquart, 912 F.3d 1, 60-61 (2d Cir. 2018)*. Consequently, this initiative does not "allow" anything. Instead, whether Floridians are "allowed" to possess marijuana for recreational use will depend on the federal government.

The only remaining question then is whether the Sponsor made up for the falsity of this statement by including a subsequent statement (after intervening clauses) that the initiative **[*38]** "[a]pplies to Florida law; does not change, or immunize violations of, federal law." In my view, the Sponsor failed in its endeavor.

Read together with "allows," which again is used in the affirmative sense, voters will likely attempt to harmonize the two clauses. In doing so, they would be misled into concluding that marijuana use will be legal in Florida, either because the amendment is consistent with federal law or because there is some subset of marijuana that Floridians will be allowed to use without penalty. That will not be the case even if the amendment passes. *See Advisory Op. to Att'y Gen. re Adult Use of Marijuana, **315 So. 3d 1176, 1181** (Fla. 2021)* (noting a marijuana user in Florida would "remain exposed to potential prosecution under federal law").

It would be astonishingly simple to state what the amendment actually does in a straightforward and

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[24] So the only sense in which the amendment "allows" other state licensed entities to sell marijuana is in the sense that it "does not prohibit" the Legislature from making a policy decision as to whether to allow entities other than MMTCs to sell marijuana. But in my view, ascribing that meaning to the word "allows" here would both fail to give the term its reasonable, ordinary meaning and ignore the context in which the term is used, particularly when the summary also says it "[a]llows consistent legislation" as something the amendment does unique from allowing other state licensed entities to sell marijuana.

upright way.[25] But the Sponsor chose not to do so, including the misleading statement instead. For that independent reason, I conclude the ballot summary fails, and I respectfully dissent.

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[25] For example, the Sponsor could say the initiative "prohibits state law penalties."