

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 8/14/2017

Prepared by: Pinal Gandhi-Savdas and Terry O'Neil

Title of Item:

RESOLUTION No. 76-2017; (QUASI-JUDICIAL) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN MEMORIAL MEDICAL CENTER, INC. FOR A MASTER FACILITIES PLAN ENCOMPASSING PROPERTIES LOCATED AT 200 SE HOSPITAL AVENUE, 501 SE OSCEOLA STREET, 509 SE RIVERSIDE DRIVE, 707 SE OSCEOLA STREET AND 711 SE OSCEOLA STREET; PROVIDING A LEGAL DESCRIPTION OF SAID PROPERTY; DECLARING SAID MASTER FACILITIES PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES. (QJ) (RC)

Summary Explanation/Background Information on Agenda Request:

Over the past year, MMH leadership has met at length with individual commissioners, city staff, neighboring residents and others regarding an ambitious redevelopment plan for the hospital's North campus, including a new, 150 foot high (+/-) main building. Under the city's land development code (LDC), any future development exceeding 45 feet in height must be approved via a commission-approved "*Master Facilities Plan*" (MFP). Further, city code of ordinances prescribes that the MFP must be approved in the form of a "*Development Agreement*" as defined in Florida Statute Section 163.3220.

On 6/5/17, MMH submitted a proposed development agreement and MFP, however, due primarily to a lack of specificity in the LDC as to what should be contained in the MFP, staff and the hospital's planning representative, Steve Garrett with Lucido & Associates, were unable to reach full consensus on the plan's content. Accordingly, at its meeting of 6/26/17, the City Commission directed staff to prepare a draft definition of the term "*Master Facilities Plan*" and to bring the item back for discussion. After sharing an initial draft with MMH, a meeting was held on 7/17/17 to discuss the city's proposed definition. The discussion went well and agreement was reached on essentially all items. The version below depicts MMH's proposed edits to staff's initial language.

On July 24, 2017 upon accepting edits proposed by MMH, the City Commission approved the following definition of "Master Facilities Plan" and directed that it be used as the basis for processing the Hospital's application.

Master (Hospital) Facilities Plan shall mean a ten-year development agreement and plan, pursuant to 163.3220 through 163.3243, Florida Statutes, subject to the procedures and requirements of the Florida Local Government Development Agreement Act, including amendment or extension of the agreement by mutual consent of the parties. In addition to any requirements under Sections 163.3220 through 163.3243, Florida Statutes, the Master (Hospital) Facilities Plan components shall include one or more exhibits showing each of the following:

- 1. Existing site conditions;*
- 2. A description of existing hospital programs;*
- 3. A description of potential future hospital programs*
- 4. A depiction (illustrative perspective) of new buildings and additions to existing buildings including their approximate locations, ~~area~~, setbacks and height;*
- 5. A depiction of specific development criteria such as impervious/pervious ratios, setbacks, open space, building height and building coverage;*

6. *A sealed view-shed analysis consisting of "before and after" photos and/or cross-section graphics plan showing visual impacts on all surrounding properties;*
7. *A demonstration or opinion letter that planned improvements are consistent with the City's Comprehensive Plan.*
8. *Phasing of future development;*
9. *A timetable of development for each phase;*

All provisions of the City's Land Development Code (LDC) not in conflict with the Master (Hospital) Facilities Plan shall apply to the agreement and plan, including a requirement that any new development cumulatively exceeding 50,000 square feet shall be approved at a public hearing in accordance with Section 11.01.01, "Major Development Plan" of the City Land Development Code.

Under this approach, future development of the site is governed by the language of the Development Agreement, including the Master Facilities Plan attached thereto showing building height, setbacks, building coverage, impervious/pervious area, finished floor elevation, etc., as well as the City's Land Development Code to the extent it is not in conflict with the Master Facilities Plan.

Hospital representative, Steve Garrett, with the planning firm of Lucido & Associates, will be present at tonight's meeting to make a full presentation of the proposed Development Agreement and Master Facilities Plan.

Attachments:

1. Staff Report
 - Attachment A - Resolution No. 76-2017 including Master Facilities Plan Development Agreement and Exhibits
 - Attachment B - Development Agreement Application
 - Attachment C - Maps
2. Florida Statutes requirements for Development Agreement

Funding Source:

N/A

Recommended Action:

1. Receive presentation and public comment.
2. Staff finds the proposed development agreement and MFP to be consistent with the Commission-approved MFP definition.

Note: Florida Statute requires that approval of a development agreement occur following two separate public hearings. Accordingly, if Resolution No. 76-2017 is approved this evening, a second and final public hearing on the item will occur on August 28, 2017.

ATTACHMENTS:

Description	Upload Date	Type
☐ Staff Report	8/4/2017	Staff Report
☐ Attachment A - Resolution No. 76-2017 with Development Agreement and Exhibits	8/4/2017	DRAFT RESOLUTION
☐ Attachment B - Development Agreement Application	8/4/2017	Attachment
☐ Attachment C - Maps	8/4/2017	Attachment
☐ Chapter 163, Florida Statutes, Florida Development Agreement Act	8/2/2017	Backup Material



**CITY OF STUART
CITY COMMISSION
AUGUST 14, 2017**



Project Name: Martin Memorial Hospital Master Facilities Plan	Property Owner: Martin Memorial Medical Center, Inc.
Project No.: Z17060001	Applicant/Petitioner: Martin Memorial Medical Center, Inc./ Mr. Matt Kelly
Resolution No: 76-2017	Agent/Representative: Steve Garrett
	Case Planner: Pinal Gandhi-Savdas
Location: 200 SE Hospital Avenue; 501 SE Osceola Street; 509 SE Riverside Drive; 707 & 711 SE Osceola Street, Stuart, Florida	

LOCATION MAP



PROJECT SUMMARY		
<i>Property Size (area)</i>		200 SE Hospital Ave - 13.92 acres 501 SE Osceola St. - .88 acres 509 SE Riverside Dr. - .84 acres 707 SE Osceola St - .45 acres 711 SE Osceola St - .33 acres Total Site – 16.43 acres
<i>Present Use</i>		Decades of use and periodic improvements have left Martin Memorial Hospital in outdated and obsolete condition. The project consists of expanding and renovating the existing hospital. The current room conditions date back to the original construction and are in dire need of upgrades relative to “state of the art” technology, mechanical/electrical systems, patient safety and interior environment. The project will correct code and functional deficiencies that has developed over the years.
<i>Subject Property Land Use</i>		Institutional and Office-Residential
<i>Adjacent FLU</i>	<i>North</i>	St Lucie River / Public/ Low Density Residential
	<i>South</i>	Office-Residential
	<i>East</i>	Office-Residential / Public / Low Density Residential
	<i>West</i>	Office-Residential
<i>Subject Property Zoning</i>		Hospital and R-3 Multi-Family/Office
<i>Adjacent Zoning</i>	<i>North</i>	St Lucie River / Public / R-1 Single-Family
	<i>South</i>	R-3 Multi-Family/Office
	<i>East</i>	R-3 Multi-Family/Office / Public / R1-A Single-Family Estate
	<i>West</i>	R-3 Multi-Family/Office
<i>Proposed Use</i>		Expansion and redevelopment of the Martin Memorial “Hospital North” campus
<i>City Approvals</i>		Review to be completed during the site plan approval for permitting.
<i>Brief Explanation</i>		The intent of this application is to consider the Development Agreement for the Master Facilities Plan, to guide phased expansion and redevelopment of the Martin Memorial Medical Center.
<i>Staff Recommendation:</i> Subject to the attached development conditions staff offers no objection to the approval of the Development Agreement between the City of Stuart and Martin Memorial Medical Center, Inc. for a Master Facilities Plan to guide development activities through the year 2027 on the hospital campus.		

STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS

A. Requirements for Application – The application for the Development Agreement has been noticed in accordance with the requirements set forth in Sections 11.02.00 of the Land Development Regulations.

B. Site Posting Date: 07-25-2017

C. Mail Notice Postmark: 07-24-2017 to property owners within 300 feet

D. Publication Date: August 7, 2017 and August 21, 2017

II. DEVELOPMENT AGREEMENT RESOLUTION NO. 76-2017 See **Attachment “A”** to this report.

III. APPLICATION See **Attachment “B”** to this report.

IV. HISTORY OF THE SITE

Martin Medical Center (MMC or Hospital) is a non-profit hospital and health care facility that was originally built in the late 1930s on SE Osceola Street between SE Amerigo Avenue and SE Illinois Avenue. MMC saw significant growth in the 1970’s, expanding to 316 beds in the North Tower with vertical construction from one-story to six-story facility for efficient operation of the hospital. It has been 40 years since the north tower officially opened. The facility is inefficient in function with outdated medical equipment, overcrowded emergency care, inefficient design, and semi-private rooms. Double bed rooms do not offer adequate space for patient care. By creating more single bed rooms, MMC can provide sufficient space for medical equipment and more effective practice. Expansion of existing facility is needed to meet the needs of current medical practices and hospital design standards.

V. STAFF ANALYSIS

A. Site and Area Characteristics (Attachment “C”)

Parcel 1: The hospital main campus, which includes but not limited to hospital, medical offices and ancillary uses and services and a parking garage, consists of 15.64 acres in size, located at 200 SE Hospital Avenue, 501 SE Osceola Street and 509 SE Riverside Drive. The subject property has a Future Land Use designation of Institutional and a Zoning District designation of Hospital.

Direction	Current Use	Zoning	Future Land Use
North	St Lucie River	N/A	N/A
South	Professional and Medical Offices/St Mary’s Episcopal Church	R-3 Multi-family /Office	Office-Residential
East	Additional parking lot for the hospital; City-owned parcels for	R-3 Residential Multi-	Office-Residential / Public/Low Density

	Amerigo Stormwater Utility Improvement Project; single-family residential	family/Office and Public and R1-A Single-Family Estate	Residential
West	Professional Office/Stuart Alliance Church	R-3 Residential Multi-family /Office	Office-Residential

Parcel 2: The near campus consists of .79 acres in size, located at 707 & 711 SE Osceola Street. The subject property has a Future Land Use designation of Office-Residential and a Zoning District designation of R-3 Residential – Multi-Family/Office. Recently the City Commission approved a conditional use for parking addition to be constructed in two phases on these two parcels to serve the hospital campus.

Direction	Current Use	Zoning	Future Land Use
North	City-owned parcels for Amerigo Stormwater Utility Improvement Project; single-family residential	Public and R-1 Single-family	Public and Low Density Residential
South	Professional and Medical Offices/St Mary's Episcopal Church	R-3 Residential Multi-family /Office	Office-Residential
East	Professional and Medical Offices	R-3 Residential Multi-family/Office	Office-Residential
West	Hospital campus	Hospital	Institutional

B. Project Description

The City's Land Development Code requires that any future development exceeding 45 feet in height must be approved via a Master Facilities Plan for the hospital district for hospital use and development. Further, the City's Code of Ordinances requires that the Master Facilities Plan must be approved in a form of a "Development Agreement" as defined in Florida Statute Section 163.3220.

In accordance with the definition of the Master Facilities Plan recently agreed to by MMH and approved by the City Commission, the agreement's duration is 10 years with an option for extension by agreement of both parties. The Agreement includes a Master Facilities Plan that establishes development standards including building height, setbacks, building coverage, impervious/pervious area, finished floor elevation, etc., as well as the City's Land Development Code to the extent it is not in conflict with the Master Facilities Plan.

C. Future Land Use Amendment and Comprehensive Plan Consistency Review

A review of the Comprehensive Plan finds that the use is consistent with the Institutional Future Land and Office-Residential Designation:

The Institutional land-use category is connected with private facilities that fulfill a public or quasi-public purpose or that is similar in nature or function to public facilities, and including public facilities. These include schools, nursing homes, hospitals, churches, cemeteries, utilities, transmission towers, clubs, day care centers, and adult congregate living facilities.

The Office/Residential land-use category is connected with mixed-use category which allows offices and living residential quarters in the same building or in adjacent buildings. Zoning controls the compatibility of these buildings with adjacent land uses. Commercial uses are allowed.

A letter of opinion has been provided by the legal counsel representing Martin Memorial Center stating that the proposed Master Facilities Plan and associated Development Agreement is consistent with the City's Comprehensive Plan and the Land Development Code (See attached Master Facilities Plan). The City Attorney concurs with this opinion.

D. Technical Review by Other Agencies

Each department will have an opportunity to provide specific comments at final site approval for permitting.

The applicant will be responsible to meet all federal, state and local permitting and environmental standards. Further, the applicant will also be required to demonstrate full compliance at all times.

VII. STAFF RECOMMENDATION (APPROVAL WITH CONDITIONS)

Staff finds the proposed development agreement and MFP to be consistent with the Commission-approved MFP definition.



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 76-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN MEMORIAL MEDICAL CENTER, INC. FOR A MASTER FACILITIES PLAN ENCOMPASSING PROPERTIES LOCATED AT 200 SE HOSPITAL AVENUE, 501 SE OSCEOLA STREET, 509 SE RIVERSIDE DRIVE, 707 SE OSCEOLA STREET AND 711 SE OSCEOLA STREET; PROVIDING A LEGAL DESCRIPTION OF SAID PROPERTY; DECLARING SAID MASTER FACILITIES PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Section 32-26 of the City's Code of Ordinances prescribes that any future development agreement pertaining to hospital development shall be consistent with Florida Statutes Section 163.3221, entitled 'Florida Local Government Development Agreement Act,' and,

WHEREAS, Martin Memorial Medical Center, Inc. has applied to the City of Stuart for approval of a Master Facilities Plan in accordance to Florida Statutes Sections 163.3220-163.3243; and

WHEREAS, Chapter 2, Section 2.02.04 of the City's Land Development Code provides that at such time as a Master Facilities Plan is adopted for the Hospital District for hospital use

and development, all portions of the land development regulations, in conflict therewith shall be repealed and superseded by the said Master Facilities Plan.

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

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute a Development Agreement between the City of Stuart and Martin Memorial Medical Center, Inc. for a Master Facilities Plan encompassing properties located at 200 SE Hospital Avenue, 707 SE Osceola Street and 711 SE Osceola Street. A copy of the Development Agreement is attached hereto as "Attachment A."

SECTION 2: This resolution shall take effect upon adoption.

TROY A. MCDONALD, MAYOR
KELLI GLASS-LEIGHTON, VICE MAYOR
JEFFREY A. KRAUSKOPF, COMMISSIONER
EULA R. CLARK, COMMISSIONER
THOMAS CAMPENNI, COMMISSIONER

YES	NO	ABSENT

ADOPTED this ____ day of _____, 2017.

ATTEST:

CHERYL WHITE
CITY CLERK

TROY A. MCDONALD,
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

STATE OF _____:
COUNTY OF _____

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE FOREGOING RESOLUTION, AND 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 FOREGOING RESOLUTION. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY, ITS CONDITIONS, AND THE DEVELOPMENT DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS RESOLUTION MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ADMINISTRATIVE ACTIONS AND PENALTIES MAY BE TAKEN AGAINST THE UNDERSIGNED, ITS SUCCESSORS OR ASSIGNS, BY THE CITY, INCLUDING BUT NOT LIMITED TO SANCTIONS DESCRIBED IN THIS RESOLUTION, CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING SUSPENSIONS OR REVOCATIONS, AND ANY OR ALL OTHER APPLICABLE CIVIL AND CRIMINAL ACTIONS.

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

WITNESSES:

Martin Memorial Medical Center, Inc.,
a Florida non-profit corporation

Print Name: _____

By: _____
Robert L. Lord, Jr., President/CEO

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Acceptance and Agreement of Resolution No. 76-2017 was acknowledged before me this ____ day of _____, 2017, by Robert L. Lord, Jr., as President/CEO of Martin Memorial Medical Center, Inc., a Florida non-profit corporation.

Notary Public, State of Florida
My Commission Expires:
Notary Seal

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

ATTACHMENT A TO RESOLUTION No. 76-2017
DEVELOPMENT AGREEMENT
MARTIN MEDICAL CENTER

THIS AGREEMENT is made this _____ day of _____, 2017, by and between the CITY OF STUART, a political subdivision of the State of Florida, hereinafter referred to as the "City", and MARTIN MEMORIAL MEDICAL CENTER, INC., a Florida non-profit corporation, hereinafter referred to as "Martin".

WHEREAS, Martin is the fee simple owner of the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, it is the desire of Martin to construct on the Property additional hospital and infrastructure improvements as a part of Martin Medical Center as set forth on the Master Facilities Plan prepared by Lucido & Associates, Inc. attached hereto and made a part hereof as Exhibit "B" (the "Master Facilities Plan"); and

WHEREAS, Martin Medical Center is and shall be governed by the provisions, terms and conditions of the approved Master Facilities Plan as well as the terms and conditions of this Agreement; and

WHEREAS, the Stuart City Commission has determined that this Agreement and the Master Facilities Plan are consistent with the City's Comprehensive Plan and the City's Land Development Code in effect at the time of approval of this Agreement.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Recitations and Name. The above recitations are true and correct and are incorporated into this Agreement. The name of this Agreement shall be the Martin Medical Center Development Agreement.

2. Property Subject to Development Agreement. The real property that is subject to this Martin Medical Center Development Agreement is the Property. A Title Certification as to the record title owner of said real property is attached hereto as "Exhibit C" and made a part hereof.

3. Annual Reports. Consistent with the Florida Statutes, each year, on or about the anniversary date of this Agreement, Martin shall provide the City with a written status report of the current and anticipated development of the Property.

4. Existing Site Conditions. The Master Facilities Plan contains a site plan showing the Existing Site Conditions.

6. Hospital Programs. The Master Facilities Plan contains a section on Existing Hospital Programs at Martin Medical Center and sections on Potential Future Programs and Potential Future Short Term Projects.

7. New Buildings and Additions to Existing Buildings. The Master Facilities Plan contains a depiction (illustrative perspective) of proposed new buildings and proposed additions to existing buildings including approximate locations and heights.

8. Depiction of Specific Development Criteria. The Master Facilities Plan contains a depiction of specific development criteria such as impervious/pervious ratios, setbacks, open space, building height, and building coverage, which shall prevail if in conflict with the City's Land Development Code.

9. Permitted Uses, Intensities, Densities and Heights. The Master Facilities Plan and Exhibit "D" attached hereto set forth the permitted uses, intensities, densities and heights.

10. Public Facilities. Exhibit "E" attached hereto describes the public facilities that will serve the development, providers, required facilities and concurrency related thereto. Concurrency determinations shall be made at the time of the development permit approval.

11. Local Development Permits. A description of the local development permits approved or needed to be approved for the development is attached hereto as Exhibit "F".

12. Reservation or Dedication of Land for Public Purposes. There shall be no reservation or dedication of land for public purposes for this development.

13. Visual Impact Exhibits. The Master Facilities Plan contains the following visual impact exhibits: (1) Illustrative Perspective of Martin Medical Center core; (2) View-shed Analysis (Campus sectional view); and (3) View-shed Analysis (Neighborhood Views) from several neighborhood streets. These exhibits include before-and-after photographs and cross-section graphics showing visual impacts on surrounding properties.

14. Consistency with City Comprehensive Plan and Land Development Code. Martin's legal counsel has provided an opinion letter stating that the proposed Master Facilities Plan and associated Development Agreement is consistent with the City's Comprehensive Plan and Land Development Code. The City has reached a finding that the proposed Master Facilities Plan and associated Development Agreement is consistent with the City's Comprehensive Plan and Land Development Code.

15. Conditions for Development. Martin agrees to be bound by the following conditions with respect to the development of Martin Medical Center:

(a) No buildings of any kind shall be constructed on the former right-of-way of Amerigo Avenue. Said former right-of-way shall be used exclusively for road access, parking and utility easements.

(b) Signage shall conform to the City's codes and ordinances.

(c) Martin shall obtain Site Plan Approval from the City for portions of the Property to be developed in accordance with the approval procedures of the City for site plans.

(d) Final construction documents and building plans for each portion of the Property shall be consistent with the Master Facilities Plan, the approved Site Plan and shall be submitted, reviewed, and administratively approved by the City staff prior to the issuance of any building permits.

(e) There shall be no requirement for the reservation or dedication of land for public purposes on the Property.

(f) All applicable provisions of the City's Land Development Code ("LDC") not in conflict with the Master Facilities Plan shall apply to this Agreement and the Master Facilities Plan, including the requirement that any new development exceeding 50,000 square feet shall be approved at a public hearing in accordance with Section 11.01.01, "Major Development Plan" of the City's LDC. Development within the existing floor space of structures currently on the Property shall not be considered "new development" for the purpose of this section.

(g) For the purposes of this agreement, the term Master Facilities Plan is defined by Exhibit "G" attached hereto.

16. Breach of Agreement. Martin or the city or any adversely affected person with legal standing may file an action for injunctive relief in the circuit for Martin County to enforce the terms of this Martin Medical Center Development Agreement or to challenge compliance with Florida Law. Each party hereto shall have the right of specific performance of the terms of this Martin Medical Center Development Agreement.

17. Amendment, Termination or Revocation. The parties hereto shall at all times strictly adhere to the terms and conditions of this Martin Medical Center Development Agreement. Amendment, termination or revocation of this Agreement shall be made in accordance with the notification requirements set forth herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by all of the parties hereto.

18. Hearing Requirements.

(a) Before amending, terminating or revoking this Agreement, the City shall conduct at least two public hearings. One of the public hearings may be held by the City's Local Planning Agency.

(b) Notice of Intent to amend, terminate or revoke this agreement shall be advertised at least 7 days before each public hearing in a newspaper of general circulation and readership in Martin County. Notice of Intent to consider a development agreement shall be mailed to affected property owners (those within 300' of the project) at least 7 days prior to the first public hearing. The day, time, and place at which the second public hearing will be held shall be

announced at the first public hearing. The notices shall specify the location of the land subject to this Agreement, the development uses proposed on the property, the proposed population densities, and the property building intensities and height and shall specify a place where a copy of the proposed amendment, termination or revocation information can be obtained.

19. Enforcement of Agreement. The City, Martin, its successors or assigns, or any aggrieved or adversely affected person as defined in Section 163.3215[2], Florida Statutes, or the state land planning agency, may file an action or injunctive relief in the circuit court where the City is located to enforce the terms of this Agreement or to challenge compliance with the provisions of Sections 163.3220-163.3242, Florida Statutes. This provision shall not be interpreted to provide an exclusive remedy and either party may pursue any appropriate remedy at law or equity in the event the other party or its successors in interest fail to abide by the provisions of this Agreement. Each party shall have the right of specific performance of the terms of this Agreement.

20. Addresses and Return Requests. All notices demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by courier delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid, to the addresses stated below (which shall be deemed effective three (3) business days after deposit with the Postal Service). Notice by courier delivery shall be deemed effective upon delivery.

For purposes of this notice and demand, request or payment:

the address of the City shall be:

City Manager
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

with a copy to:

City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

the address of Martin shall be:

Martin Memorial Medical Center
P.O. Box 9010
Stuart, FL 34995

with a copy to:

Lawrence E. Crary III, Esq.
Crary Buchanan, PA
759 SW Federal Highway
Suite 106
Stuart, FL 34994

21. Recording of Agreement. Martin shall execute and provide the City with two (2) originals of the Agreement following final approval by the City Commission of this Agreement. The City shall record this Agreement with the Clerk of the Circuit Court of Martin County within fourteen (14) days of the execution of this Agreement by the City. The requirements of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the parties of this Agreement.

22. Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

23. Jurisdiction and Governing Law. The parties hereto further agree that any and all suits or actions at law shall initially be brought in Martin County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida.

24. State and Federal Law. If state or federal laws are enacted after City approval of this Agreement, which are applicable to and preclude either party's compliance with the terms of this Agreement, this Agreement shall be modified or revoked, as is necessary, to comply with the relevant state or federal laws.

25. Destruction. In the event that all or a portion of Martin Medical Center should be destroyed by a storm, fire or other disaster, Martin, its grantees, successors or assigns shall have the right to rebuild and/or repair so long as there is strict compliance with this Agreement.

26. Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives for the duration of this Agreement.

27. Duration of Agreement. The duration of this Agreement shall be ten (10) years from the date this Agreement receives final approval from the City Commission of the City and may be extended by mutual agreement by the parties to the extent as provided in Chapter 163, Florida Statutes.

28. Violation of Agreement. Any violation of a condition of this Agreement shall be deemed a code violation subject to enforcement through the code enforcement process described in Chapter 162, Florida Statutes.

29. Other Requirements Not Waived. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Martin of the necessity of complying with the law governing said permitting requirements, conditions, term or restrictions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written but the date of this Agreement shall be the date which the Agreement received final approval by the City Commission of the City of Stuart, Florida.

MARTIN:

MARTIN MEMORIAL MEDICAL CENTER, INC.,
a Florida non-profit corporation

By: Robert L. Lord, Jr.
Its: President/CEO

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MARTIN

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 2017, by Robert L. Lord, Jr., as President/CEO of MARTIN MEMORIAL MEDICAL CENTER, INC., a Florida non-profit corporation, who did or did not take an oath and is personally known to me or produced _____ as identification.

Notary Public, State of Florida

CITY:

CITY OF STUART, a municipal corporation of the State of Florida

By:
Its: Mayor

Attest:

By: Cherie White
Its: City Clerk

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MARTIN

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2017, by _____, as Mayor and by Cherie White, as City Clerk of the City of Stuart, Florida, who did or did not take an oath and are personally known to me or produced _____ as identification.

Notary Public, State of Florida

APPROVED AS TO FORM AND CORRECTNESS:

By: Michael J. Mortell
Its: City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

A portion of Stypmann's Subdivision as recorded in Plat Book 5, Page 82, Palm Beach (now Martin) County, Florida, public records and a portion of EDG-RIVA Subdivision as recorded in Plat Book 1, Page 53, Martin County, Florida, public records being more particularly described as follows:

Begin at the southeast corner of Block 16, of said EDG-RIVA Subdivision bear North 89 degrees 29 minutes 00 seconds West along the North right of way line of Osceola Avenue a distance of 340 feet; thence South 0 degrees 17 minutes 28 seconds West a distance of 7.61 feet; thence North 89 degrees 42 minutes 32 seconds West, along said right of way line a distance of 427.29 feet to the intersection with the East right of way line of Domini Avenue; thence North 0 degrees 17 minutes 28 seconds East along said line a distance of 268.26 feet to the intersection with the centerline of Riverside Drive (Abandoned); thence North 61 degrees 26 minutes 28 seconds East, along said centerline a distance of 93.46 feet; thence South 89 degrees 18 minutes 35 seconds East, a distance of 39.24 feet; thence North 0 degrees 17 minutes 28 seconds East a distance of 246 feet more or less to the waters of the St. Lucie River; thence Northeasterly and Easterly along said waters a distance of 800 feet; more or less, to the intersection with the line running North 0 degrees 24 minutes 30 seconds East from the Point of Beginning; thence South 0 degrees 24 minutes 30 seconds West, along said line to the Point of Beginning.

TOGETHER WITH:

A right of way parcel of land as vacated and abandoned in Official Records Book 1284, Page 8 lying in Section 4, Township 38 South, Range 41 East, Martin County, Florida, and being all of the Public Right-of-Way known as "Domini Avenue" as shown on the Plat of "Stypmann's Subdivision" as recorded in Plat Book 5, Page 82 of the Public Records of Martin County, Florida (formerly of the Public Records of Palm Beach County) Florida;

Together with that portion of vacated Riverside Drive Right-of-Way as recorded in Official Records Book 384, Page 1054 of the Public Records of Martin County, Florida, as described as follows:

Commence at the Southeast corner of Block 6 of "Stypmann's Subdivision" as recorded in said Public Records of Martin County, Florida, and run North along the East line of said Block 6 a distance of 225.17 feet to the Northeast corner of said Block 6, said corner also being the Point of Beginning of the herein described portion of said vacated right-of-way of Riverside Drive (Riverside Drive being a 40-foot wide right-of-way as shown on said Plat of "Stypmann's Subdivision"); thence continue North along the Northerly extension of the East line of said Block 6, a distance of 22.90 feet to the centerline of Riverside Drive as shown on said Plat of "Stypmann's Subdivision" and now vacated per said Official Records Book 384, at Page 1054; thence North 60 degrees 52 minutes 12 seconds East, along the centerline of the now vacated right-of-way of Riverside Drive a distance of 45.79 feet to a point on the Northerly extension of

the West line of Block 5 of said "Stypmann's Subdivision"; thence South along said Northerly extension of the West line of Block 5, a distance of 22.90 feet to the Northwest corner of said Block 5 of "Stypmann's Subdivision"; thence South 60 degrees 52 minutes 12 seconds West parallel with and 20 feet South of by perpendicular measurement from said centerline of the now vacated right-of-way of Riverside Drive a distance of 45.79 feet returning to said Northeast corner of said Block 6 and said Point of Beginning of said vacated portion of Riverside Drive.

AND ALSO TOGETHER WITH:

Lots 1, 2, 3, 4 and 5, Block 6, STYPMANN'S SUBDIVISION, according to the Plat thereof recorded in Plat Book 5, Page 82, Palm Beach (now Martin) County, Florida public records, and that portion of the abandoned street known as Riverside Drive, accruing to the subject property pursuant to City of Stuart, Florida, Ordinance No. 636, dated November 12, 1974, as recorded in Official Records Book 384, Page 1054, Official Records of Martin County, Florida.

Being more particularly described as follows:

Begin at the Southwest corner of Block 6 of STYPMANN'S SUBDIVISION, as recorded in Plat Book 5, page 82, Martin County, Florida, public records, thence North 00 degrees 33 minutes 00 seconds East along the West line of said Block 6 of STYPMANN'S SUBDIVISION a distance of 153.05 feet to the South Right-of-Way line of Riverside Drive, said point also being the Northwest corner of said Block 6 of STYPMANN'S SUBDIVISION; thence North 00 degrees 33 minutes 00 seconds East along the Northerly extension of said West line of Block 6 of STYPMANN'S SUBDIVISION, a distance of 21.14 feet to the centerline of said Riverside Drive; thence North 71 degrees 41 minutes 12 seconds East along said centerline a distance of 123.57 feet; thence North 60 degrees 52 minutes 12 seconds East continuing along said centerline a distance of 72.03 feet to a point on the Northerly extension of the East line of said Block 6 of STYPMANN'S SUBDIVISION; thence South (S. 00 degrees 00 minutes 00 seconds E.) along said Northerly extension a distance of 22.90 feet to the South Right-of-Way line of Riverside Drive, said point also being the Northeast corner of said Block 6 of STYPMANN'S SUBDIVISION; thence continue South (S. 00 degrees 00 minutes 00 seconds E.) along said East line of Block 6 of STYPMANN'S SUBDIVISION, a distance of 248.07 feet to the Southeast corner of said Block 6 of STYPMANN'S SUBDIVISION; thence North (N. 90 degrees 00 minutes 00 seconds W.) along the South line of said Block 6 of STYPMANN'S SUBDIVISION and the North Right-of-Way line of Osceola Street a distance of 181.90 feet returning to the Point of Beginning of said parcel.

AND ALSO TOGETHER WITH:

The East 9.3 feet of Lot 27 and all of Lots 28 through 40, inclusive. Block 8, STYPMANN'S SUBDIVISION, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach (now Martin) County, Florida, recorded in Plat Book 5, Page 82, and that portion of the abandoned street known as Riverside Drive accruing to subject property, pursuant to City of Stuart, Florida, Ordinance No. 636, dated November 12, 1974 and recorded in Official Records Book 364, page 1054, Martin County, Florida, public records.

LESS AND EXCEPT the following described parcel of real property, to-wit:

Begin at the Southwest corner of the East 9.3 feet of the above-described Lot 27, bear South 0 degrees 29 minutes 01 seconds East a distance of 21.09 feet to the centerline of above-said Riverside Drive; thence North 71 degrees 59 minutes 48 seconds East along said centerline a distance of 124.14 feet; thence continue along said centerline on a bearing of North 61 degrees 01 minutes 35 seconds East a distance of 91.01 feet; thence North 9 degrees 50 minutes 04 seconds East a distance of 58.72 feet; thence North 17 degrees 25 minutes 33 seconds East a distance of 25.46 feet; thence North 18 degrees 13 minutes 11 seconds East a distance of 20.71 feet; thence continue along the edge of said street on a bearing of North 25 degrees 27 minutes 00 seconds East a distance of 10 feet; thence North 0 degree 29 minutes 01 seconds West to the Northerly face of a concrete seawall (also being the waters of the St. Lucie River); thence Westerly along the face of said seawall to a point on the West line of the East 9.3 feet of said Lot 27; thence South 0 degree 29 minutes 01 seconds East along said line a distance of 141.60 feet to the Point of Beginning.

PARCEL 2:

Lots 8, 9, 10, and 11, Block 6, HILDABRAD PARK, according to plat thereof recorded in Plat Book 2, Page 64, public records of Martin County, Florida

EXHIBIT “B”

MASTER FACILITIES PLAN INCLUDING ALL ASSOCIATED DEVELOPMENT DOCUMENTS

The Master Facilities Plan and other development documents prepared by Lucido & Associated shall consist of the following documents:

1. Project Team	Page 1
2. Project Narrative	Page 2
3. History of Martin Medical Center Campus	Pages 3-4
4. Martin Medical Center's Value to our Community	Pages 5-7
5. Long- Tern Planning Concerns at Martin Medical Center	Page 8
6. Comparison of Areas with Tradition Medical Center	Page 9
7. Existing Site Conditions	Pages 10-11
8. Existing Hospital Programs	Pages 12-14
9. Potential Future Programs	Page 15
10. Potential Future – Short Term Projects	Page 16
11. Illustrative Perspective	Page 17
12. Development Criteria - Site Data	Page 18
13. Development Criteria – Building Heights	Page 19
14. View-Shed Analysis (Campus Sectional View)	Page 20
15. View-Shed Analysis (Neighborhood Views – Before and After)	Page 21-30
16. Letter of Opinion	Page 31

An aerial photograph of the Martin Medical Center campus. The image shows several large, multi-story medical buildings with light-colored facades and flat roofs. A large, rectangular parking lot filled with cars is situated in the center of the campus. The campus is surrounded by lush greenery, including palm trees and other tropical plants. In the background, a body of water is visible, with a pier and some industrial structures extending into it. The overall scene is a comprehensive view of the medical center's facilities and its coastal location.

Martin Medical Center MASTER FACILITIES PLAN

Exhibit B
August 14, 2017



MARTIN HEALTH SYSTEM

Table of Contents:

Project Team	1
Project Narrative	2
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Value to Community	5
Long-term Planning Concerns/ Challenges	8
 Master Facilities Plan	
1. Existing Site Conditions	10
2. Existing Hospital Programs	12
3. Potential Future Programs	15
4. Illustrative Perspective	17
5. Development Criteria	18
6. View-shed Analysis	20
7. Opinion Letter	31

Project Team:

Owner: Martin Health System
200 SE Hospital Avenue
Stuart, FL 34994
Contact: Matt Kelly, Matt.Kelly@martinhealth.org

Consultants: Lucido & Associates
701 SE Ocean Blvd.
Stuart, FL 34994
Contact: Steven Garrett, sgarrett@lucidodesign.com

Crary Buchanan – Attorneys at Law
759 SW Federal Highway, Suite 106
Stuart, FL 34995
Larry Crary, LEC@CraryBuchanan.com

Project Narrative:

The purpose of the Master Facilities Plan for Martin Medical Center is to outline, in broad strokes, the future of hospital care in Stuart while providing for a level of certainty in that future for both Martin Health Systems and the City of Stuart.

Modernization, expansion of services, continued investment and growth of the “economic engine” and maintaining the “flagship hospital” status of Martin Medical Center are goals that can be achieved through strong partnerships and community support.

We would like to take you through a brief history of the campus, highlight the value of Martin Health System to our community and outline some of the long-term planning concerns or “challenges” facing our current hospital.

History of Martin Medical Center Campus

- Martin Health System was built by and for residents of Martin and St. Lucie counties.
- When community members recognized in the late 1930s there was no access to health care, they created a hospital in the heart of Stuart. For 77 years uncompensated citizens have served on the board of directors, volunteered and worked together to ensure it was a place people would receive quality care.
- Martin Medical Center saw significant growth in the 1970s, expanding to 316 beds in the current 6-floor facility.
- Vertical expansion was critical to the efficient operation of the hospital and the expansion of its service capability.
- It demonstrated extraordinary insight and strategic vision by the community's leaders, and has served local residents well for four decades.
- It has been 40 years since the north tower officially opened. And the years are taking a toll, with outdated and worn facilities, overcrowded emergency care, inefficient design, semi-private rooms, etc.
- Inability to modernize under current state hospital construction code requirements



History of Martin Medical Center Campus



Martin Medical Center's Value to our Community

- Community hospitals are pillars of the community and the value of a high-quality hospital system to a community cannot be overstated. MHS has frequently been recognized nationally for high-quality care.
- A strong hospital system improves a community's quality of life, helping build a strong, vibrant community for all ages.
- We have long had a supportive partnership with the City of Stuart in helping us fulfill our mission and vision.
- As a not-for-profit organization, MHS reaches outside the walls of our hospitals and physician practices to invest in the well-being of our community through health improvement activities and events, as well as financial contributions.
- In 2016, Martin Health invested:
 - \$548,388 in community health improvement services
 - \$203,700 in community-building activities (such as free health screenings to underserved populations).
 - \$171,483 in cash and in-kind contributions (such as the Komen Race for the Cure and March of Dimes March for Babies).
 - Approximately \$6 million in lab, diagnostic and other medical services to the Volunteers In Medicine Clinic of Martin County
 - \$171,000 in taxes paid to the City of Stuart on properties we own or lease. From 2005-2016 we have paid more than \$770,000 in taxes to the city. We are also one of the largest contributors in fire/safety taxes in the city.



Martin Medical Center's Value to our Community

- Martin Health is the largest employer in Martin County and one of the largest in St. Lucie County with more than 4,000 associates in the two counties combined.
- That includes 809 associates and 315 volunteers who live in the city of Stuart.
- A 2016 analysis computed the economic impact Martin Health has on the community. It uses an input-output model based on MHS employee spending, MHS spending with Martin County businesses and the potential renovation of Martin Medical Center.
- Spending by Martin Health associates creates an estimated 2,082 jobs outside the organization.
- This has an annual impact in Martin and St. Lucie counties of \$86 million (including 2,082 jobs created outside the health system, income generated, sales and property taxes, etc.)
- More of this annual spending occurs in Martin County than any other county. In calendar year 2016, Martin Health paid \$26 million to Martin County businesses for a wide range of services, supplies and materials.
- Martin Health's spending with Martin County businesses in 2016 will result in an estimated \$1.2 million in local taxes.

Martin Medical Center's Value to our Community

- This model computes the ripple effect of spending related to the Phase 1 modernization of Martin Medical Center from 2016-2021. That includes sales, income, spending and saving, which in turn increase the employment and earnings of other business sectors.
- Martin Health construction spending would include a “direct” impact of construction and “indirect and induced” impact of over \$500 million.
- The estimated impact of the modernization would include:
 - 1,380 jobs created (including those directly from renovation and indirectly)
 - \$77.8 million in income
 - \$1.6 million in property taxes generated from local businesses and residents
 - \$94 million in value added (labor income + indirect business taxes + other property type income)

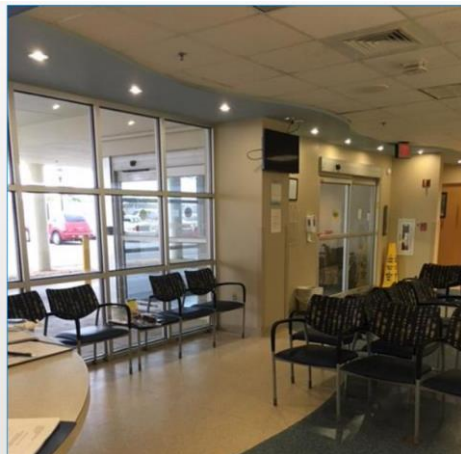
Long-Term Planning Concerns at Martin Medical Center

- The hospital's 49 semi-private rooms need to be replaced with private rooms, improving patient privacy and comfort, outcomes and shorter hospital stays.
- The Emergency Department is undersized, aging, and lacks privacy.
- The current floor height in towers is 12', which does not allow for upgraded mechanical systems. Modern hospital construction standards are floor heights of 15'.
- Current parking is inadequate at times.
- To eliminate the potential for catastrophic flood damage during a hurricane, there is a need to move key services that feature very high-cost equipment – the emergency department, diagnostic imaging and the kitchen – off the ground floor.
- Our elevator capacity is inadequate for the number of patients and visitors seen daily.
- Without these upgrades, Martin Medical Center will begin to lose full functionality within the next decade. That could mean more transfers to the newer facility in Tradition, which has the infrastructure to handle additional capacity.
- That will also likely include moving some of our more complex areas of care, including neurological surgery, cardiovascular treatment, orthopedic surgery and sophisticated diagnostic imaging out of Stuart.



Comparison of Areas with Tradition Medical Center

Emergency
Department



Martin
Medical
Center

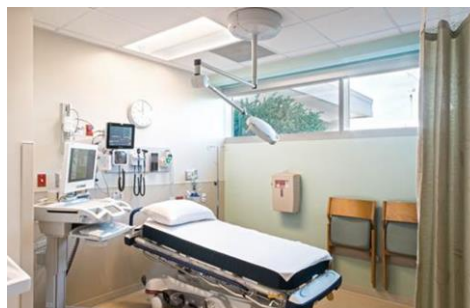
Emergency
Department Treatment
Room



Elevator Corridor



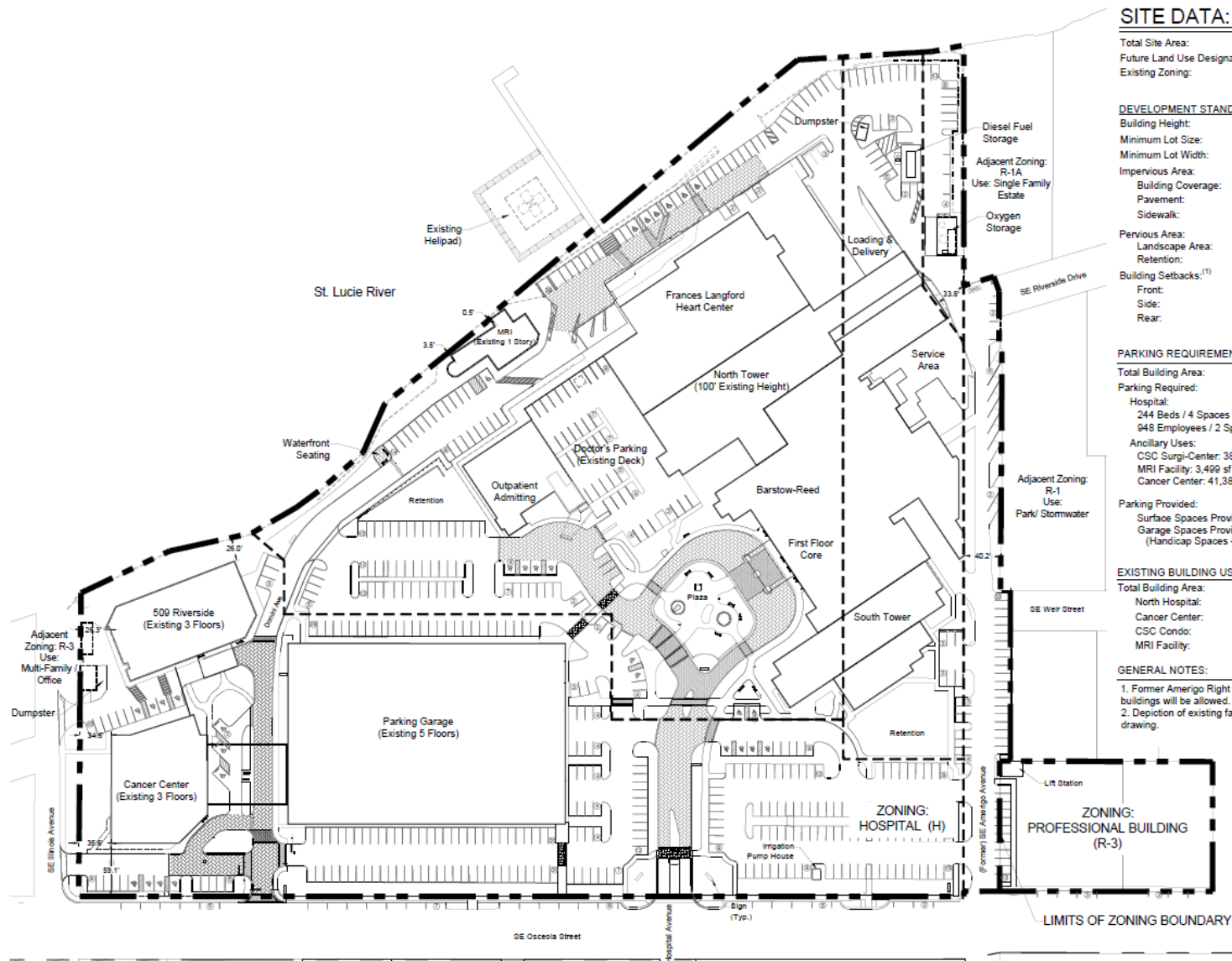
Tradition



Existing Site Conditions – Aerial Photo



Existing Site Conditions - Exhibit A



SITE DATA:

Total Site Area:	16.26 ac (708,386 sf)
Future Land Use Designation:	Private Institutional
Existing Zoning:	Hospital

DEVELOPMENT STANDARDS:	(H)	Existing (R-3)
Building Height:	107.2'	12'
Minimum Lot Size:	None	None
Minimum Lot Width:	None	None
Impervious Area:	(568,227 sf) 85%	(21,457sf) 62%
Building Coverage:	(220,286 sf) 33%	(2,750 sf) 8%
Pavement:	(315,698 sf) 47%	(17,043 sf) 49%
Sidewalk:	(32,234 sf) 5%	(1,664 sf) 5%
Pervious Area:	(105,646 sf) 15%	(12,980 sf) 38%
Landscape Area:	(96,783 sf) 14%	
Retention:	(8,863 sf) 1%	
Building Setbacks: ⁽¹⁾		
Front:	59.1 ft	30.5'
Side:	28.3 ft	31'
Rear:	0.5 ft	67'

PARKING REQUIREMENTS:

Total Building Area:	596,495 sf
Parking Required:	951 Spaces
Hospital:	535 Sp
244 Beds / 4 Spaces	61 sp
948 Employees / 2 Spaces	474 sp
Ancillary Uses:	416 Sp
CSC Surgi-Center: 38,109 sf @ 1 sp/200 sf	191 sp
MRI Facility: 3,499 sf @ 1 sp/200 sf	18 sp
Cancer Center: 41,380 sf @ 1 sp/200 sf	207 sp
Parking Provided:	1,317 Spaces
Surface Spaces Provided	526 Sp
Garage Spaces Provided (Handicap Spaces - 37 sp)	791 Sp (Per Garage Report)

EXISTING BUILDING USE DATA:

Total Building Area:	596,495 sf
North Hospital:	512,110 sf
Cancer Center:	41,380 sf
CSC Condo:	40,292 sf
MRI Facility:	2,713 sf

GENERAL NOTES:

- Former Amerigo Right of Way will continue to be used for access and parking. No buildings will be allowed.
- Depiction of existing facilities shall not be conveyed or used as an "as built" drawing.

Existing Hospital Programs – Martin Medical Center



Overview

Founded in 1939 as Martin County Hospital, Martin Medical Center is now the flagship hospital of Martin Health System. The 244-bed facility treats patients with major illnesses or injuries and life-threatening symptoms. The campus is home to the Frances Langford Heart Center, the Robert and Carol Weissman Cancer Center, the Back and Spine Center and a Minimally Invasive Surgery Center.

Martin Medical Center offers these services:

- Emergency services
- Intensive care units
- Labor and delivery
- Neonatal intensive care unit
- General and specialized inpatient surgery
- Outpatient surgery
- Inpatient oncology
- Diagnostic imaging, CT
- GI/Endoscopy
- Laboratory services

Frances Langford Heart Center

The Heart Center offers a full spectrum of services ranging from diagnostic to interventional services such as angioplasty, transcatheter aortic valve replacement (TAVR), coronary artery stenting, pacemaker insertions, and internal defibrillator placements, to open-heart surgery and heart valve replacement.

Oncology

The Robert and Carol Weissman Cancer Center at Martin Health is dedicated to excellence in oncology treatment and patient care. Working together, our multi-disciplinary team brings their collective expertise to provide the best treatment possible and ease the journey for both our patients, and their families or caregivers. Oncology services include diagnosis, surgery, radiation therapy, chemotherapy, genetic screening, navigation/social work and nutrition.

Diagnostic Imaging Services

The Medical Center provides a full array of diagnostic imaging services that include: accredited mammography units; fluoroscopy and general radiography (X-rays); CT scans and a PET/CT scanner; accredited ultrasound, angiography, nuclear medicine such as cardiac stress tests; and MRI.

Stroke Care

Stroke patients receive the most effective and efficient treatment at our Joint Commission-certified primary stroke center. Martin Health System has multiple certifications since 2007.



Orthopaedic Specialty Center

A coordinated program for people with treatable joint disorders brings together surgery, rehabilitation and fitness for hip and knee replacements. A comprehensive program helps to restore independence. The Orthopaedic Specialty Center at Martin Health is a center of excellence that in 2012 and 2010 earned the Gold Seal of Approval from The Joint Commission for disease-specific care certification for joint replacement of the hip and knee.

Surgery

Surgeons in a wide range of specialties perform surgery at the Medical Center. Sophisticated technology and equipment, coupled with nurses and technicians specially trained in OR and recovery, complement the skill of the surgeons on the Martin Medical Center Staff. Martin Health also offers two high-tech interventional radiology suites that provide a wide variety of procedures and services.

Pediatric Hospitalist

Outpatient surgeries are performed at the Medical Center as well as our outpatient surgery center located next to the hospital.

Minimally Invasive Surgery Center

The Minimally Invasive Surgery Center at Martin Health offers a wide scope of minimally invasive surgical options available to patients performed by highly qualified, board-certified surgeons in numerous specialties. Through cutting-edge technology such as the da Vinci Robot™ and single site procedures, the benefits of minimally invasive surgery include smaller incisions, reduced pain and faster recovery for patients.

Inpatient Rehabilitation

A dedicated inpatient unit cares for patients who need rehabilitation after a major illness or surgery. Services include physical therapy, occupational therapy, whirlpool treatments and speech therapy.

Maternal-Child

The maternal-child department is staffed with experienced and caring nurses who provide a safe and happy setting for childbirth. The unit consists of rooms for labor and delivery as well as recovery, two surgical suites for Cesarean births, and a level II neonatal intensive care unit which is staffed around-the-clock by neonatologists.



Existing Hospital Programs – 509 Building/ Surgery Center



Overview

Located behind the Robert and Carol Weissman Cancer Center on the Martin Medical Center campus, the 509 Building is home to the Martin Health Physician Group specialists for neurosurgery, general, breast and vascular surgery and gastroenterology. Formed in 1995, Martin Health Physician Group's doctors, physician's assistants, nurse practitioners and staff have years of experience in looking after the good health of Treasure Coast residents.

Back and Spine Center - Suite 203

The premier comprehensive neurosurgery center on the Treasure Coast is located at 509 Riverside Drive on the Medical Center campus. This center of excellence features three board-certified neurosurgeons, as well as a team of clinical support staff that includes physician assistants and a physical therapist.

Together, they are able to diagnose and treat patients suffering from back and spine pain – as well as complex conditions of the brain – with a wide variety of minimally invasive procedures and non-surgical treatment options.

- John Afshar, MD
- John Robinson, MD
- Oszkar Szentirmai, MD
- John Viola, MD
- Brian Foster, PA-C
- Richard Graves, PA-C
- Maureen Kennedy, PT, PDT, COMT
- Lisa Smith, ARNP
- Jackie Stenbridge, ARNP

Vascular and General Surgeons - Suite 305

Martin Surgical Group specializes in general and vascular (blood vessel) surgeries. General surgery covers a broad range of procedures which can include hernia repair, stomach surgery, removal of the appendix or removal of the gall bladder.

General and vascular surgery also offers minimally invasive procedures and surgical reconstruction to manage diseases of the vascular system such as arteriosclerosis and weakened blood vessels. Our general and vascular surgeons at Martin Health are trained in the diagnosis and treatment of these diseases with the exception of those that involve the heart and brain.

- Robert Garrett, MD
- Julio Sanguily III, MD
- Oswald Alphonse, PA-C
- Mark DiCarlo, PA-C
- Lindsay Morales, ARNP
- Sylvia Ontiveros, PA-C

Gastroenterology - Suite 303

The Martin Health Physician Group gastroenterologists manage diseases of the gastrointestinal system and the liver. They treat a wide range of problems such as GERD, acid reflux, Barrett's esophagus, irritable bowel syndrome, liver disease and inflammatory bowel disease.

- Juan Castro Combs, MD
- Benjamin Ngo, MD
- Kimberly Wyatt, MD
- Hali Burke, PA
- Morgan Dembinski, PA-C

Breast Surgery - Suite 202

Our breast surgeons offer expert care for both breast cancer and benign breast disease. This includes breast and lymph node biopsies, breast abscess, breast conservation and oncoplastic surgery, nipple and skin-sparing mastectomy, intraoperative radiation therapy and high-risk breast surveillance.

- Craig Wengler, MD
- W. Edward Wengler, MD



Existing Hospital Programs – Robert & Carol Weissman Cancer Center



Overview

Treating a complex disease like cancer requires expertise, compassion and a collaborative and caring team. Since 1999 The Robert and Carol Weissman Cancer Center at Martin Health has been dedicated to excellence in oncology treatment and patient care. Working together, our multidisciplinary team brings their collective expertise to provide the best treatment possible and ease the journey for both our patients, and their families or caregivers. Our individualized care and treatment considers the needs of each patient and works to remove any barriers they may face to receiving services.

The Cancer Center is proud to be one of only three cancer programs in Florida to earn the Commission on Cancer's Outstanding Achievement Award since 2013. This award recognizes programs that demonstrate exceptional care.

Center for Lung Health

Our Center for Lung Health offers a multidisciplinary approach to diagnosing and treating cancers of the lung, chest and esophagus. The Center offers patients access to a broad range of specialties for cancer treatment including thoracic surgery, medical oncology, radiation oncology, infusion services and social services. The Center for Lung Health also features a lung health navigator who provides support and assists with the patient's overall experience, from intake and scheduling to referrals and the development of a treatment plan.



Radiation Oncology

Our specially trained, board certified radiation oncologists and Ph.D board-certified medical physicist are skilled in both standard and unique radiation therapies including: intraoperative radiation therapy, radiotherapy, intensity modulated radiation therapy, image-guided radiation therapy, brachytherapy, stereotactic radiosurgery and stereotactic body radiotherapy.



Infusion Suite

The staff in the infusion suite administer chemotherapy, intravenous (IV) and intramuscular (IM) medications, and blood transfusions, care for PICC lines (arm IV access), and provide infusaport care to all ambulatory patients.

Cancer Navigators

The cancer navigators help our patients cope with the anxiety of being diagnosed with cancer, provide information and resources, reduce any barriers to services, and help expedite access to care. Patients rely on them to alleviate their concerns, arm them with good information, and help them find hope and strength.

Clinical Social Workers

Our licensed clinical social workers collaborate with other disciplines to provide the patient care team with an understanding of the patient's individual situation. They acknowledge the psychosocial and spiritual concerns of family members and respect each patient's personal dignity by providing care focused on his or her specific needs.

Oncology Dietitian

Since proper nutrition is especially important for patients undergoing cancer treatment, our oncology dietitian helps patients eat healthy and build or maintain their strength. In addition to helping patients overcome the side effects that impact their ability to eat, the dietitian also provides assistance with creating a grocery list and meal planning, establishing realistic expectations and goals, and evaluating supplements.

Physician Offices

Physicians specializing in oncology and hematology have offices located in the Cancer Center to provide patients ease and convenience.



Potential Future Programs

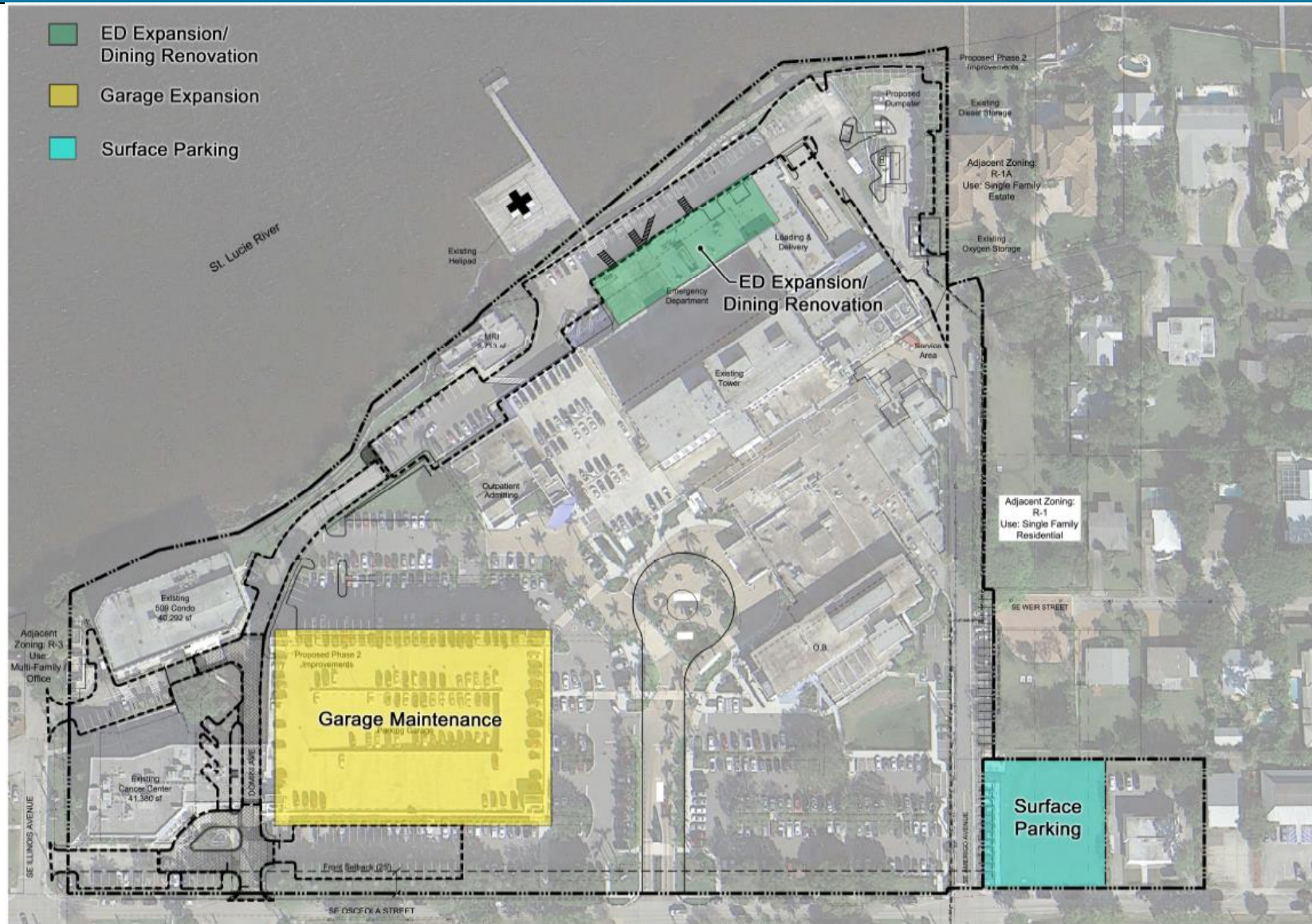
Martin Health has made a number of aesthetic improvements over the past few years in order to make the facility inviting to patients, visitors, staff and our neighbors in the community. In the short term, there are a few projects which are or will be underway to continue these improvement efforts; surface parking on the Harrell property, parking garage maintenance and expansion of the emergency department and relocation of dining.

The Master Facilities Plan establishes the framework that will enable the philanthropic efforts within our community to move forward and implement the campus modernization vision. Some of which are:

- All private patient rooms
- An upgraded and expanded Emergency Department
- Improvements to our Cardiac Catheterization/Interventional Electrophysiology Services. This will enhance our patient flow, for both preparation and recovery, making it more comfortable, safe and private for patients.
- Modernized intensive care units
- Expanded parking
- Upgrades to infrastructure
- Increased elevator capacity

Although the long-term goals are to expand and modernize the current services being provided, Martin Health will continue to look for partners and opportunities for services not currently offered within our community and which would compliment and strengthen the quality healthcare which is provided today.

Potential Future - Short Term Projects



Illustrative Perspective



Development Criteria

SITE DATA:

Total Site Area:	16.26 ac (708,386 sf)
Future Land Use Designation:	Private Institutional
Existing Zoning:	Hospital

DEVELOPMENT STANDARDS:	Current Requirements		Proposed Requirements	
	(H)	(R-3)	(H)	(R-3)
Building Height:	45' Max.	35' Max.	150', 100', 60', 45' ⁽⁴⁾	45' Max.
Minimum Lot Size:	None	10,000'	None	10,000'
Minimum Lot Width:	None	100'	None	100'
Impervious Area:	'Not Provided' (13,775 sf) 40% Max. ⁽²⁾		(606,486 sf) 90%	(27,550 sf) 80%
Building Coverage:			(336,937 sf) 50%	
Pavement:			(235,856 sf) 35%	
Sidewalk:			(33,694 sf) 5%	
Pervious Area:	'Not Provided' (20,662 sf) 60%		(67,387 sf) 10%	(6,887 sf) 20%
Landscape Area:			(33,694 sf) 5%	
Retention:			(33,694 sf) 5%	
Building Setbacks: ⁽¹⁾				
Front:	25 ft	25 ft	25 ft	25 ft
Side:	15 ft	15 ft	15 ft	15 ft
Rear:	25 ft	20 ft	0 ft	10 ft

(1) Residential- Professional Building (R-3) Zoning Note: Additional 10' added to side setback for each floor above first. Additional 5' added to rear setback for each floor above first. Height not to exceed 45'.

Hospital (H) Zoning Note: Building setbacks are constant and no additional setback is required for additional floors above 1st Floor.

(2) 80% maximum if pervious pavement is used.

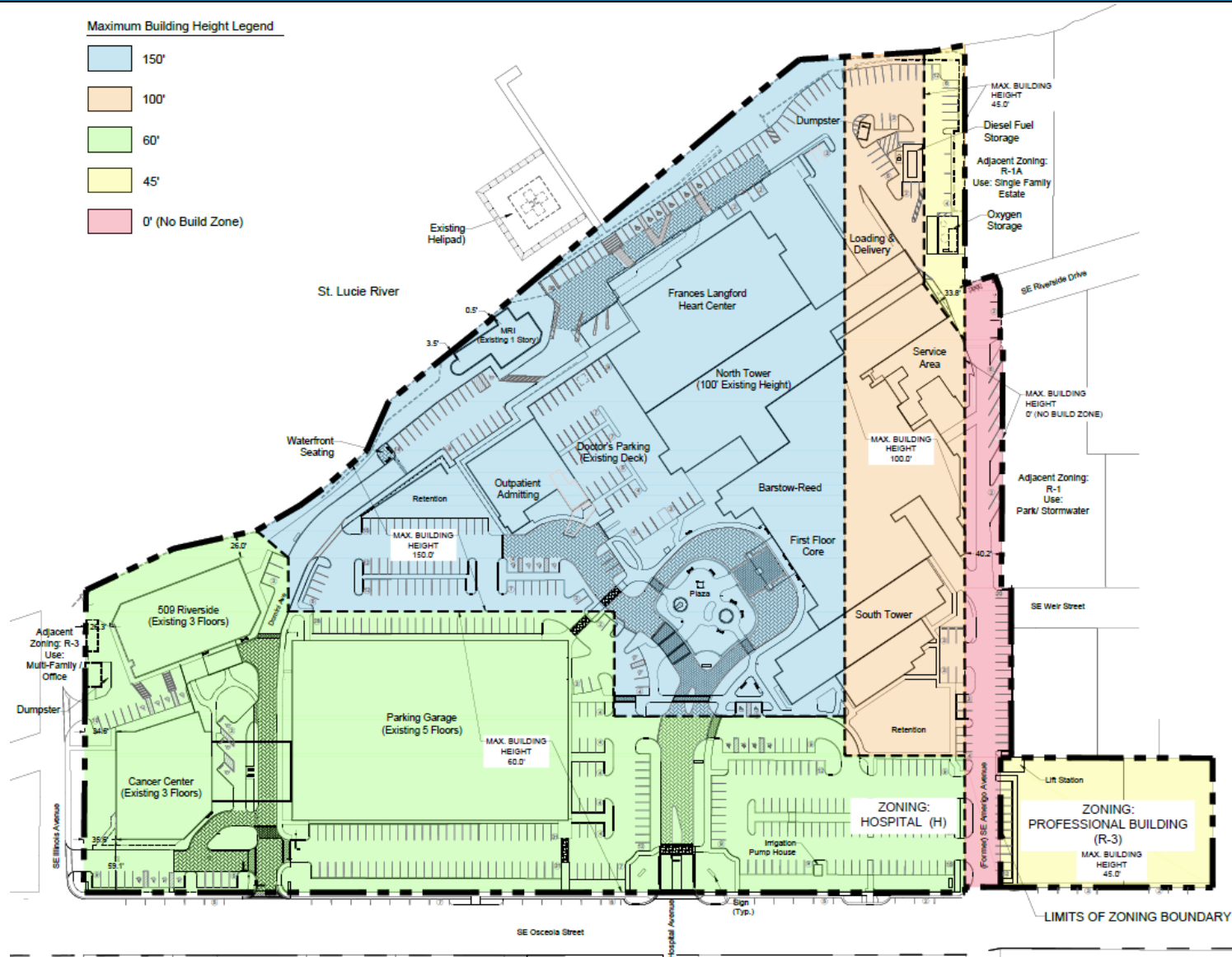
(3) Refer to plan for proposed building height limits. Building height shall be measured from the existing Finished Floor Elevation (F.F.E.) of the main entrance/lobby (F.F.E. 17.49). The peak of a pitched roof may not exceed 15 feet above the maximum building height. A parapet wall shall not be counted in the calculation of building height. Unoccupied spaces such as elevator, utility and service penthouses may extend up to a maximum 20 feet above maximum allowable building height.

1. Former Amerigo Right of Way will continue to be used for access and parking. No buildings will be allowed.

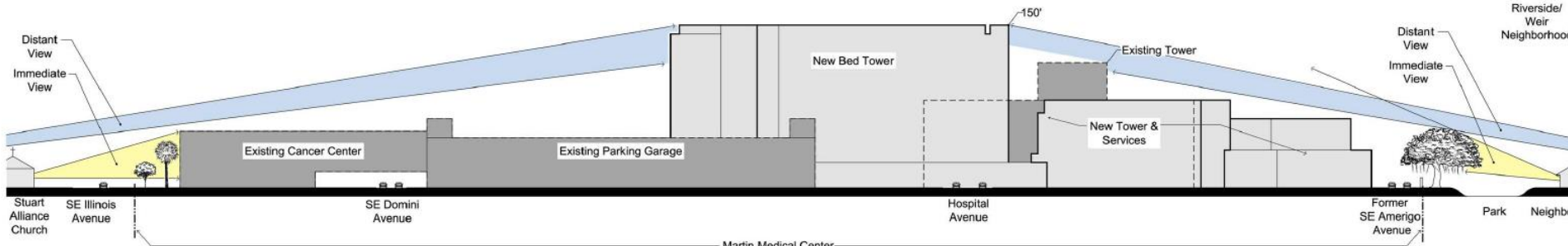
2. Depiction of existing facilities shall not be conveyed or used as an "as built" drawing.



Development Criteria – Building Heights



View-shed Analysis (Campus sectional view)



View-shed Analysis (Neighborhood Views)



MARTIN HEALTH EXPANSION

RIVERSIDE | BEFORE

View-shed Analysis (Neighborhood Views)



MARTIN HEALTH EXPANSION

RIVERSIDE I AFTER



View-shed Analysis (Neighborhood Views)



MARTIN HEALTH EXPANSION

RIVERSIDE II BEFORE

View-shed Analysis (Neighborhood Views)



MARTIN HEALTH EXPANSION

RIVERSIDE II AFTER

View-shed Analysis (Neighborhood Views)



MARTIN HEALTH EXPANSION

WIER | BEFORE

View-shed Analysis (Neighborhood Views)



MARTIN HEALTH EXPANSION

WIER I AFTER LANDSCAPED

View-shed Analysis (Neighborhood Views)



MARTIN HEALTH EXPANSION

WIER I AFTER LANDSCAPED

View-shed Analysis (Neighborhood Views)



MARTIN HEALTH EXPANSION

WIER II BEFORE

View-shed Analysis (Neighborhood Views)



MARTIN HEALTH EXPANSION

WIER II AFTER



View-shed Analysis (Neighborhood Views)



MARTIN HEALTH EXPANSION

WIER II AFTER LANDSCAPED

CRARY ♦ BUCHANAN ATTORNEYS AT LAW

EVANS CRARY (1905-1968)
LARRY E. BUCHANAN (1941-2012)
EVANS CRARY, JR. ♦
JAMES L. S. BOWDISH † ♦
LAWRENCE EVANS CRARY III
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CIRCUIT
MEDIATOR
♦ FLORIDA SUPREME COURT CERTIFIED
FAMILY MEDIATOR
♦ FLORIDA SUPREME COURT QUALIFIED
ARBITRATOR
♦ OF COUNSEL

July 28, 2017

City Commission
City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

Re: Martin Memorial Medical Center – Master Facilities Plan – Compliance with City of Stuart
Comprehensive Plan and Land Development Code

Ladies and Gentlemen:

I represent Martin Memorial Medical Center, Inc. ("MMC"). As you know, MMC has requested the City of Stuart ("City") grant approval of and enter into a Development Agreement with MMC to establish a Master Facilities Plan for the Stuart campus of Martin Medical Center located at 200 Hospital Avenue, Stuart, Florida. One of the requirements of Chapter 163, Florida Statutes for development agreements is a finding that the proposed development is consistent with the local government's comprehensive plan and land development regulations. The City has requested an opinion letter from me, as legal counsel for MMC, that the proposed Master Facilities Plan and associated Development Agreement are consistent with the City's Comprehensive Plan and Land Development Code to support a finding by the City to that effect.

I have reviewed the City's Comprehensive Plan and Land Development Code, as well as Chapter 163, Florida Statutes in the preparation of this opinion letter. I am making the assumption, without further inquiry, that the City's Comprehensive Plan, as amended to date, has been adopted in compliance with Section 163.3184, Florida Statutes (Process for adoption of Comprehensive plan or plan amendments). Based upon my review, it is my opinion that the proposed Master Facilities Plan for Martin Medical Center and the associated Development Agreement are consistent with the City's Comprehensive Plan and Land Development Code.

This opinion letter may be relied upon only by the City and is not being given for the reliance of any other parties.

Sincerely yours,

Lawrence E. Crary III



EXHIBIT "C"

CERTIFICATION OF TITLE

I, Lawrence E. Crary III of Crary Buchanan, P.A., a member of The Florida Bar, Florida Bar No. 250414, hereby certify that the record title to the property described in Exhibit "A" to this Martin Medical Center Development Agreement is in the name of MARTIN MEMORIAL MEDICAL CENTER, INC. (formerly known as Martin Memorial Hospital Association, Inc.), a Florida not-for-profit corporation as of the date of this Certification.

Dated this _____ day of _____, 2017.

CRARY BUCHANAN, P.A.

By: Lawrence E. Crary III, Esq.

EXHIBIT “D”

PERMITTED USES, INTENSITIES, DENSITIES & HEIGHT LIMITATIONS

The uses on Parcel 1 of the Property are limited to hospital, medical, healthcare, physicians' offices and ancillary uses and services thereto, including parking garages and decks. Parcel 1 is in the Hospital (H) Zoning District. In accordance with the City of Stuart Land Development Code, “At such time as a master facilities plan is adopted for the hospital district for hospital use and development, thereupon all portions of the land development regulations in conflict therewith shall be repealed and superseded by the master facilities plan.” The intensity and height limitations on Parcel 1 of the Property are set forth on the Master Facilities Plan attached hereto. The definition of “height” is defined on the Master Facilities Plan.

The uses on Parcel 2 of the Property are limited to those uses under the R3 Zoning District as presently set forth in the City's Land Development Code and subject to the intensities, densities and height limitations of said zoning district; however, Parcel 2, or portions thereof, may, in any event, be used for parking and/or drainage in support of uses on the Property (i.e., Parcels 1 and 2).

No other uses shall be permitted unless this Agreement is amended by mutual agreement of the parties.

EXHIBIT "E"

PUBLIC FACILITIES

<u>Public Facilities Serving The Development</u>	<u>Provider</u>	<u>New Facilities Required (Date)</u>	<u>Concurrency Schedule</u>
Potable Water	City	None	N/A
Sanitary Sewer	City	None	N/A
Solid Waste	Martin Co.	None	N/A
Drainage	City, Martin Co., SFWMD	None	N/A
Transportation	Martin Co.	None	N/A
Educational	Martin Co. School Bd.	None	N/A
Parks and Recreation	City & Martin Co.	None	N/A
Health Systems/ Facilities	Developer	TBD	TBD

The Developer obtains water and sewer services from the City of Stuart and shall be responsible for all applicable fees, charges, and permits related thereto. The Developer shall secure all other necessary public facilities from the appropriate entities and shall be responsible for all applicable fees, changes, and permits related thereto. Nothing in this agreement shall constitute a reservation of capacity for public facilities.

EXHIBIT “F”

PERMITS REQUIRED

The Developer shall be responsible for securing all permits related to the proposed development in accordance with the Stuart Code of Ordinances, Land Development Code and other applicable regulations. These permits shall include, but not be limited to, permits required for building, paving/surfacing, electrical, plumbing, mechanical, roofing, signage, painting, landscaping, and utilities work associated with the development.

EXHIBIT “G”

MASTER FACILITIES PLAN DEFINITION

Master (Hospital) Facilities Plan shall mean a ten-year development agreement and plan, pursuant to 163.3220 through 163.3243, Florida Statutes, subject to the procedures and requirements of the Florida Local Government Development Agreement Act, including amendment or extension of the agreement by mutual consent of the parties. In addition to any requirements under Sections 163.3220 through 163.3243, Florida Statutes, the Master (Hospital) Facilities Plan components shall include one or more exhibits showing each of the following:

1. Existing site conditions;
2. A description of existing hospital programs;
3. A description of potential future hospital programs;
4. A depiction (illustrative perspective) of new buildings and additions to existing buildings including their approximate locations and height;
5. A depiction of specific development criteria such as impervious/pervious ratios, setbacks, open space, building height and building coverage;
6. A view-shed analysis consisting of “before and after” photos and/or cross-section graphics showing visual impacts on surrounding properties;
7. A demonstration or opinion letter that planned improvements are consistent with the City’s Comprehensive Plan.

All provisions of the City’s Land Development Code (LDC) not in conflict with the Master (Hospital) Facilities Plan shall apply to the agreement and plan, including a requirement that any new development cumulatively exceeding 50,000 square feet shall be approved at a public hearing in accordance with Section 11.01.01, “Major Development Plan” of the City Land Development Code.



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

Received by: _____

Reviewed by: _____

Approved by: _____

Development Agreement Application

(Pursuant to Development Agreement Act, Section 163.3227, Florida Statutes)

Project ID# _____
(Staff Entry)

Pre-App Conference Date: Various dates	Application Date: June 5, 2017
Project Name: MHS Master Facilities Plan & Developers Agreement	
Parcel ID# 04-38-41-020-004-00000-4	Project Address: 200 SE Hospital Avenue, Stuart, FL
Zoning/CRA Sub-district: Hospital	
Subdivision: Styppmann's and EDG-RIVA	Lot(s): See Attached Exhibit 'A' Legal Description
Fees: \$3,072.00 <i>(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).</i>	
<p>Pursuant to Section 163.3227, Florida Statutes, a development agreement shall include the following:</p> <p>A development agreement shall include the following:</p> <ul style="list-style-type: none"> (a) A legal description of the land subject to the agreement, and the names of its legal and equitable owners; (b) The duration of the agreement; (c) The development uses permitted on the land, including population densities, and building intensities and height; (d) A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development; (e) A description of any reservation or dedication of land for public purposes; (f) A description of all local development permits approved or needed to be approved for the development of the land; (g) A finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations; (h) A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and (i) A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction. <p>(2) A development agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.</p>	
<p>Submittal Requirements: A completed application form, the payment of fees, a master facilities plan, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and any other information as may be required by the City Development Director in order to do a thorough review of the request.</p>	
<p>Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. The Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. The City Commission is required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.</p>	
<p>Justification: Written justification supporting the application and demonstrating how the application remains: (a) consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses and (b) complies with the relevant development standards of the City of Stuart Land Development Code.</p>	

(over)

General Information

(Please Print or Type)

1. Property Owner, Lessee, Contract Purchaser, or Applicant (circle one):

Name: Mr. Matt Kelly	City/State/Zip Code: Stuart/ Florida/34994
Title: Director of Planning, Construction & Real Estate	Telephone Number: 772-223-5945 x13224
Company: Martin Memorial Medical Center Inc.	Facsimile Number: N/A
Company Address: 200 SE Hospital Avenue	Email Address (optional): N/A

2. Agent of Record (if any): The following individual is designated as the Agent of Record for the property owner, lessee, or contract purchaser and should receive all correspondence related to the application review.

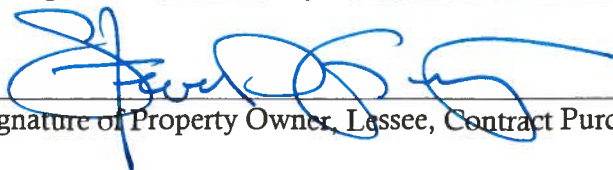
Name: Steve Garrett	City/State/Zip Code: Stuart/ FL/34994
Title: Vice President	Telephone Number: 772-220-2100
Company: Lucido & Associates	Facsimile Number: 772-223-0220
Company Address: 701 SE Ocean Blvd.	Email Address (optional): sgarrett@lucidodesign.com

3. 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: Steve Garrett	City/State/Zip Code: Stuart/FL/34994
Title: Vice President	Telephone Number: 772-220-2100
Company: Lucido & Associates	Facsimile Number: 772-223-0220
Company Address: 701 SE Ocean Blvd.	Email Address (optional): sgarrett@lucidodesign.com

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

4. Signed this 5th day of June, 2017


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

State of Florida, Martin County The foregoing instrument was acknowledged before me on this 5th day of June, 2017 by Steven Garrett H who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

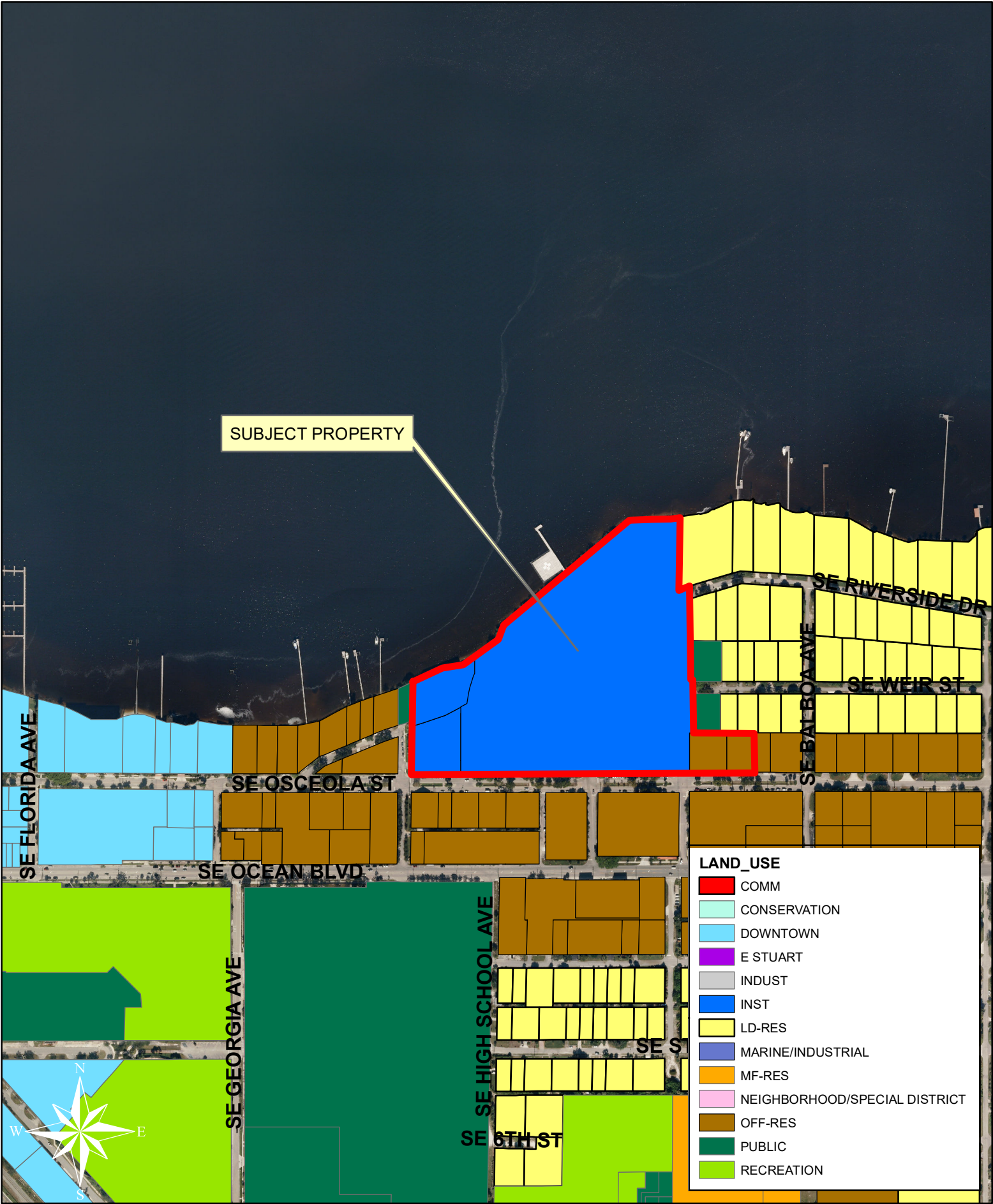

Notary Signature



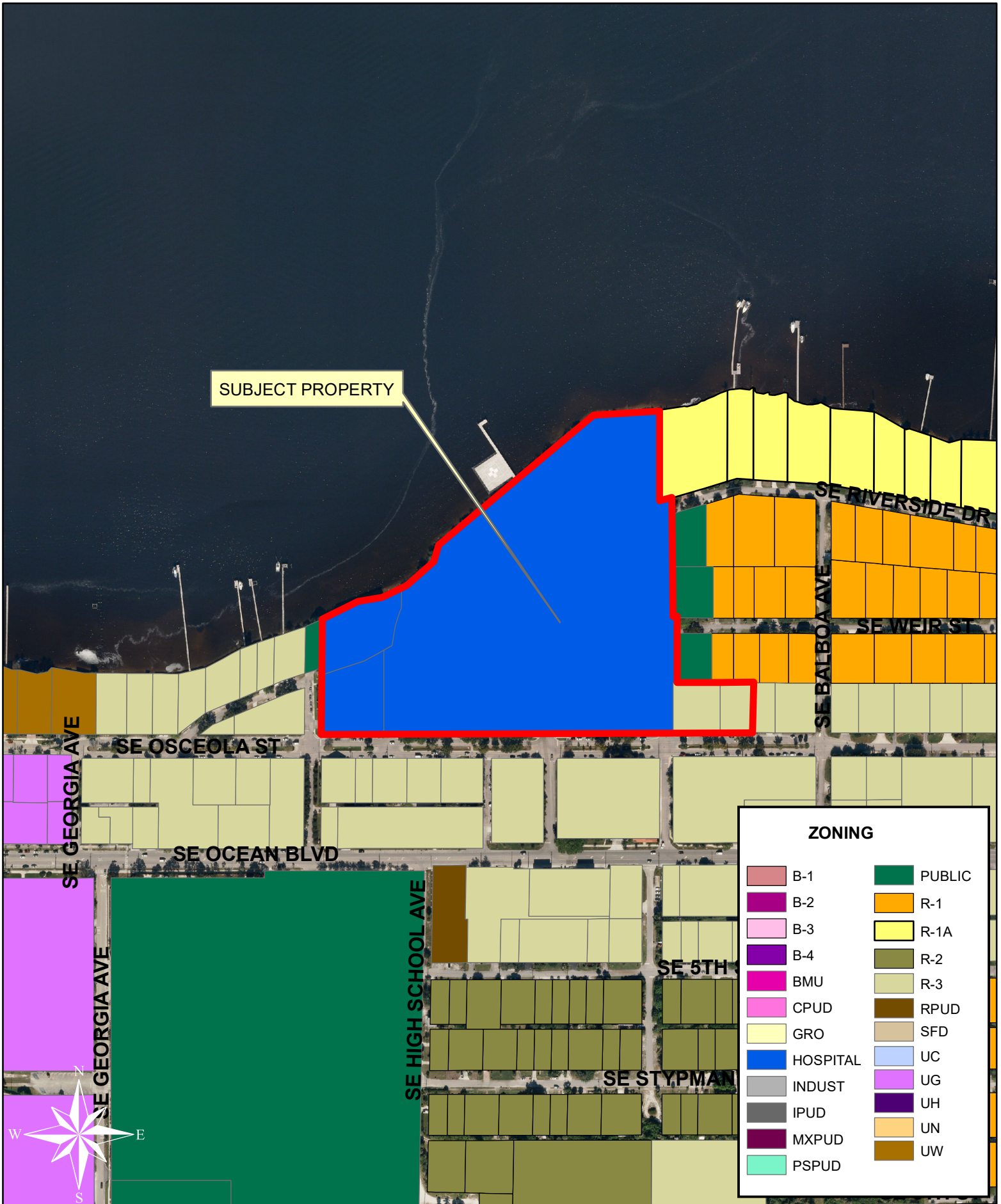
AERIAL



FUTURE LAND USE MAP



ZONING MAP



Select Year:

The 2017 Florida Statutes

Title XI
COUNTY ORGANIZATION AND
INTERGOVERNMENTAL RELATIONS

Chapter 163
INTERGOVERNMENTAL
PROGRAMS

[View Entire
Chapter](#)

163.3229 Duration of a development agreement and relationship to local comprehensive plan.

—The duration of a development agreement may not exceed 30 years, unless it is extended by mutual consent of the governing body and the developer, subject to a public hearing in accordance with s. 163.3225. No development agreement shall be effective or be implemented by a local government unless the local government's comprehensive plan and plan amendments implementing or related to the agreement are in compliance with s. 163.3184.

History.—s. 24, ch. 86-191; s. 32, ch. 91-45; s. 11, ch. 92-129; s. 5, ch. 2007-204; s. 24, ch. 2011-139.

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163.3220 Short title; legislative intent.--

(1) Sections 163.3220-163.3243 may be cited as the "Florida Local Government Development Agreement Act."

(2) The Legislature finds and declares that:

(a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.

(b) Assurance to a developer that upon receipt of his or her development permit or brownfield designation he or she may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.

(3) In conformity with, in furtherance of, and to implement the Local Government Comprehensive Planning and Land Development Regulation Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(4) This intent is effected by authorizing local governments to enter into development agreements with developers, subject to the procedures and requirements of ss. 163.3220-163.3243.

(5) Sections 163.3220-163.3243 shall be regarded as supplemental and additional to the powers conferred upon local governments by other laws and shall not be regarded as in derogation of any powers now existing.

163.3221 Florida Local Government Development Agreement Act; definitions.--As used in ss. 163.3220-163.3243:

(1) "Brownfield designation" means a resolution adopted by a local government pursuant to the Brownfields Redevelopment Act, ss. 376.77-376.85.

(2) "Comprehensive plan" means a plan adopted pursuant to the "Local Government Comprehensive Planning and Land Development Regulation Act."

(3) "Developer" means any person, including a governmental agency, undertaking any development.

(4) "Development" means the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.

(a) The following activities or uses shall be taken for the purposes of this act to involve "development":

1. A reconstruction, alteration of the size, or material change in the external appearance of a structure on land.
2. A change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land or a material increase in the number of businesses, manufacturing establishments, offices, or dwelling units in a structure or on land.
3. Alteration of a shore or bank of a seacoast, river, stream, lake, pond, or canal, including any "coastal construction" as defined in s. 161.021.
4. Commencement of drilling, except to obtain soil samples, mining, or excavation on a parcel of land.
5. Demolition of a structure.
6. Clearing of land as an adjunct of construction.
7. Deposit of refuse, solid or liquid waste, or fill on a parcel of land.

(b) The following operations or uses shall not be taken for the purpose of this act to involve "development":

1. Work by a highway or road agency or railroad company for the maintenance or improvement of a road or railroad track, if the work is carried out on land within the boundaries of the right-of-way.
2. Work by any utility and other persons engaged in the distribution or transmission of gas or water, for the purpose of inspecting, repairing, renewing, or constructing on established rights-of-way any sewers, mains, pipes, cables, utility tunnels, power lines, towers, poles, tracks, or the like.
3. Work for the maintenance, renewal, improvement, or alteration of any structure, if the work affects only the interior or the color of the structure or the decoration of the exterior of the structure.
4. The use of any structure or land devoted to dwelling uses for any purpose customarily incidental to enjoyment of the dwelling.
5. The use of any land for the purpose of growing plants, crops, trees, and other agricultural or forestry products; raising livestock; or for other agricultural purposes.
6. A change in use of land or structure from a use within a class specified in an ordinance or rule to another use in the same class.
7. A change in the ownership or form of ownership of any parcel or structure.
8. The creation or termination of rights of access, riparian rights, easements, covenants concerning development of land, or other rights in land.

(c) "Development," as designated in an ordinance, rule, or development permit includes all other development customarily associated with it unless otherwise specified. When appropriate to the context, "development" refers to the act of developing or to the result of development. Reference to any specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this subsection.

(5) "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

- (6) "Governing body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government, however designated.
- (7) "Land" means the earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as land.
- (8) "Land development regulations" means ordinances enacted by governing bodies for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of land.
- (9) "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of land.
- (10) "Local government" means any county or municipality or any special district or local governmental entity established pursuant to law which exercises regulatory authority over, and grants development permits for, land development.
- (11) "Local planning agency" means the agency designated to prepare a comprehensive plan or plan amendment pursuant to the "Florida Local Government Comprehensive Planning and Land Development Regulation Act."
- (12) "Person" means any individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, state agency, or any legal entity.
- (13) "Public facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.
- (14) "State land planning agency" means the Department of Community Affairs.
- History.**--s. 20, ch. 86-191; s. 4, ch. 92-129; s. 9, ch. 99-378.

163.3223 Applicability.--Any local government may, by ordinance, establish procedures and requirements, as provided in ss. 163.3220-163.3243, to consider and enter into a development agreement with any person having a legal or equitable interest in real property located within its jurisdiction.

History.--s. 21, ch. 86-191.

163.3225 Public hearings.--

- (1) Before entering into, amending, or revoking a development agreement, a local government shall conduct at least two public hearings. At the option of the governing body, one of the public hearings may be held by the local planning agency.
- (2)(a) Notice of intent to consider a development agreement shall be advertised approximately 7 days before each public hearing in a newspaper of general circulation and readership in the county where the local government is located. Notice of intent to consider a development agreement shall also be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
- (b) The notice shall specify the location of the land subject to the development agreement, the development uses proposed on the property, the proposed population

densities, and the proposed building intensities and height and shall specify a place where a copy of the proposed agreement can be obtained.

History.--s. 22, ch. 86-191.

163.3227 Requirements of a development agreement.--

(1) A development agreement shall include the following:

(a) A legal description of the land subject to the agreement, and the names of its legal and equitable owners;

(b) The duration of the agreement;

(c) The development uses permitted on the land, including population densities, and building intensities and height;

(d) A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development;

(e) A description of any reservation or dedication of land for public purposes;

(f) A description of all local development permits approved or needed to be approved for the development of the land;

(g) A finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations;

(h) A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and

(i) A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

(2) A development agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.

History.--s. 23, ch. 86-191; s. 31, ch. 91-45.

163.3229 Duration of a development agreement and relationship to local comprehensive plan.--The duration of a development agreement shall not exceed 20 years. It may be extended by mutual consent of the governing body and the developer, subject to a public hearing in accordance with s. 163.3225. No development agreement shall be effective or be implemented by a local government unless the local government's comprehensive plan and plan amendments implementing or related to the agreement are found in compliance by the state land planning agency in accordance with s. 163.3184, s. 163.3187, or s. 163.3189.

History.--s. 24, ch. 86-191; s. 32, ch. 91-45; s. 11, ch. 92-129; s. 5, ch. 2007-204.

163.3231 Consistency with the comprehensive plan and land development regulations.--A development agreement and authorized development shall be consistent with the local government's comprehensive plan and land development regulations.

History.--s. 25, ch. 86-191.

163.3233 Local laws and policies governing a development agreement.--

(1) The local government's laws and policies governing the development of the land at the time of the execution of the development agreement shall govern the development of the land for the duration of the development agreement.

(2) A local government may apply subsequently adopted laws and policies to a development that is subject to a development agreement only if the local government has held a public hearing and determined:

(a) They are not in conflict with the laws and policies governing the development agreement and do not prevent development of the land uses, intensities, or densities in the development agreement;

(b) They are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement;

(c) They are specifically anticipated and provided for in the development agreement;

(d) The local government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the development agreement; or

(e) The development agreement is based on substantially inaccurate information supplied by the developer.

(3) This section does not abrogate any rights that may vest pursuant to common law.

History.--s. 26, ch. 86-191.

163.3235 Periodic review of a development agreement.--A local government shall review land subject to a development agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of the development agreement. For each annual review conducted during years 6 through 10 of a development agreement, the review shall be incorporated into a written report which shall be submitted to the parties to the agreement and the state land planning agency. The state land planning agency shall adopt rules regarding the contents of the report, provided that the report shall be limited to the information sufficient to determine the extent to which the parties are proceeding in good faith to comply with the terms of the development agreement. If the local government finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of the development agreement, the agreement may be revoked or modified by the local government.

History.--s. 27, ch. 86-191; s. 12, ch. 92-129.

163.3237 Amendment or cancellation of a development agreement.--A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest.

History.--s. 28, ch. 86-191.

163.3239 Recording and effectiveness of a development agreement.--Within 14 days after a local government enters into a development agreement, the local government shall record the agreement with the clerk of the circuit court in the county where the local government is located. A copy of the recorded development agreement shall be submitted to the state land planning agency within 14 days after the agreement is recorded. A development agreement shall not be effective until it is properly recorded in the public records of the county and until 30 days after having been received by the state land

planning agency pursuant to this section. The burdens of the development agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

History.--s. 29, ch. 86-191; s. 13, ch. 92-129.

163.3241 Modification or revocation of a development agreement to comply with subsequently enacted state and federal law.--If state or federal laws are enacted after the execution of a development agreement which are applicable to and preclude the parties' compliance with the terms of a development agreement, such agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

History.--s. 30, ch. 86-191.

163.3243 Enforcement.--Any party, any aggrieved or adversely affected person as defined in s. 163.3215(2), or the state land planning agency may file an action for injunctive relief in the circuit court where the local government is located to enforce the terms of a development agreement or to challenge compliance of the agreement with the provisions of ss. 163.3220-163.3243.