



## Minutes

### Special Board Meeting Monday June 24, 2019 to discuss property options

1. Call to order
  1. Present: George Koester, Susan Maxwell, Susan Burrows, Michele Drake, Mark Murray (via phone)
  2. Absent: Jim Applegate (sent input through email prior to meeting) and Brad Davis
2. Agenda items
  1. Willoughby building and Palm City Building updates and discussion
    - a. Peter Hartman, Relator for Willoughby property shared information regarding the zoning process and his discussion with city officials regarding the possibility of zoning. Mr. Hartman answered questions and left the meeting.
      1. Public buildings B4 zoning
        1. Under that category under definition it says schools, but the schools must be accredited, funded by the state, but it really needs B1 zoning
        2. Would need to change to B1
        3. Application \$1105
        4. Mailing within 300 feet of the building – title company researches every property owner within 300 feet of the building and would have to change zoning
          1. \$500
        5. Sign and advertise/legal notice in newspaper
        6. Hearing at local planning and city commission
          1. 90-120 days
        7. Listing agent & Peter can go to the meetings
          1. Could do land planner or attorney but doesn't think it will be a problem
        8. Staff at city does not make the decisions the city commissioners do
          1. Staff generally makes the recommendation
          2. Kevin Freeman, director of development didn't think it was an issue
          3. Problem may be traffic
          4. If many people are opposed, they may say no
          5. Business condos across, Dunkin donuts, trailer park
        9. Only approval at city level
          1. Building permits may be city of Stuart also
        10. Contract subject to zoning change and any variances for parking and bus/car loop
        11. Drainage ditch behind the building

# 1. Need to get approved by property association

MARCO STEELE  
CLERK OF COUNTY COURT  
MARTIN CO., FL.  
01398625  
RECORDED & VERIFIED  
BY  
59 NOV -1 10:32  
Prepared by and Return to:  
Dennis L. Whitmire, Jr., Esquire  
Ricca & Whitmire, P.A.  
P. O. Drawer 4888  
West Palm Beach, FL 33402-4888

## DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WILLOUGHBY BUSINESS PARK

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WILLOUGHBY BUSINESS PARK (hereinafter referred to as the "Declaration") is made this 9th day of October 1999, by FLA COMMERCIAL PROPERTIES, INC., a Florida corporation, its successors and assigns (hereinafter referred to as "Declarant").

WHEREAS, Declarant is the owner of that real property described in Exhibit A attached hereto and made a part hereof (the "Property") and intends to develop the Property as a quality planned industrial development to be known as "Willoughby Business Park" (as hereinafter defined), in accordance with the standards set by the "Board" (as hereinafter defined); and

WHEREAS, Declarant desires to commit the Property to the provisions of the Declaration in order to provide for the preservation and enhancement of the values and amenities of the Property and to insure the proper and uniform development, design and use thereof; and

WHEREAS, Declarant has caused Willoughby Business Park Property Owners' Association, Inc., a Florida corporation not-for-profit (the "Association"), to be formed under the laws of the State of Florida, the members of which shall be the Owners of "Lots" (as hereinafter defined) on the Property, which Association has joined in this Declaration, and to which there has been and will be delegated and assigned certain powers and duties of operation, maintenance, repair and administration of the portions of the Property which may be designated as the "Common Areas" (as hereinafter defined); the enforcement of the covenants and restrictions as hereinafter set forth; the collection and disbursement of the "Common Expenses" (as hereinafter defined); and the promotion of the health, safety and welfare of the Owners;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, transferred, sold, conveyed, demised, used, occupied and improved subject to the restrictions, covenants, servitudes, impositions, easements, charges, burdens and liens hereinafter set forth, all of

A. **Noises:** Any industrial or business use authorized or permitted by the Ordinances of Martin County, Florida for the Property shall be permitted on the Lots in such manner that does not create an annoyance or nuisance to any Owner. No noxious, unpleasant or offensive activity shall be carried on upon any portion of the Property which can be construed to constitute a nuisance such as, but not limited to, the excessive emission of noise, odors, liquids, gases, dust fumes or smoke, vibrations, electromechanical disturbance and radiation, electromagnetic emission of radio waves, toxic or noxious matter or hazardous effluents. All noises and vibrations must be adequately muffled, and all structures and uses must be designed and arranged on the Lots in such manner as to avoid the creation of noise and vibration levels which are objectionable due to intermittent frequency, tone, volume, creation of ground vibration or any other manner adversely affecting other Lots. All uses must be conducted in such a manner as to not generate noise, vibrations, heat or glare which is perceptible beyond the foundation perimeter of the Improvement or enclosed yard area. All lighting is to be shielded and confined within Lot boundaries by use of lighting fixtures containing proper equipment which concentrate any illumination within the Lot upon which such lighting is installed, and prevent any bright or direct illumination upon adjacent Lots.

B. **Improvements:** No Owner shall erect or maintain any fence, gate, barrier, or other improvement on any portion of the Common Areas without the prior written approval of the Appearance Board.

C. **Temporary Structures:** No structure or object of a temporary character such as, but not limited to, trailers, vans, tents, sheds, shacks, or temporary buildings or structures shall be erected, kept or maintained on the Property, or any part thereof. This restriction shall not apply to temporary structures used by Declarant for development, construction, sales or leasing of Lots.

D. **Access to Lots:** Whenever the Association is permitted or required by this Declaration to enter any Lot for the purpose of correction, repair, cleaning, clearing, or in the event of an emergency, or any other required or permitted activity, such entrance shall not be deemed a trespass.

E. **Signs:** Except in connection with development, sales or leasing of Lots by or through the Declarant, no signs, advertisements or notices of any kind, shall be displayed to the public view on any Lot or in the Common Areas, without the prior written approval of the Appearance Board.

F. **Garbage and Trash Disposal:** The requirements from time to time of the County, City or other applicable jurisdiction for disposal or collection of solid waste shall be followed. All Owners shall be responsible for keeping their Lots and all improvements thereon in a clean and sanitary condition and for disposing of all garbage, refuse, trash or rubbish in compliance with all applicable requirements.

G. **Hazardous or Toxic Wastes:**

- 2.
3. Comments from Kevin Freeman who is the Director of Development.

1. **Kevin Freeman | Director | Development**
2. City of Stuart | 121 SW Flagler Ave. Stuart Fl. 34994
3. 772-288-5328
4. From: **Freeman, Kevin** <kfreeman@ci.stuart.fl.us>
5. Date: Wed, Jun 5, 2019 at 4:25 PM
6. Subject: RE: 2580 Willoughby Blvd
7. To: Boyd Bradfield <boyd@naisouthcoast.com>

1. Boyd, as a school, they need a B-1 zoning. This proposed site is B-4 so a rezoning would be required (process would need LPA and Commission), if every fit we would be looking at 45 days processing to get it to these public hearings, we would look to expedite as much as possible but timelines are affected by advertising/notice requirements).

2. I don't see that we would have any staff objection at first overview, however there may be uses allowed in that zoning that may cause discussion as it's adjacent to Martin County High School.

b. Discussion regarding both the Palm City Property and Willoughby property pros and cons

- 1.
- 2.



1. Joanne Sweazey, Susan Maxwell and Michele Drake visited the property prior to attending the board meeting.
2. Property was approximately 2000 square feet smaller than Willoughby property
3. Rooms are very small and would have to be renovated prior to move in
- 4.
5. A lot of equipment was all over the building, so it was difficult to get a full picture of the space, but what was seen was small and designed like small office cubicles surrounding a common work area
6. Property is close to Palm City Elementary, but did not appear to interfere with the traffic pattern for Palm City Elementary or Treasure Coast Classical Academy
7. Property is only for lease -not sale
8. Glass was not hurricane rated.
9. No information was provided regarding age of the building, roof or air conditioning systems
10. Transportation may be an issue.
  1. Transportation is not to be a barrier to attendance for students per state statute
  - 2.

One Way @ 166.90 miles x \$4 per mile = \$467.60 + Bus driver 2 hours = \$54 + Bus aide 2 hours = \$40 = 561.60 each way x 180 days = \$101,649.60

State pays \$1434 cost is \$ 6776.64 per student

Address	One way to child's home from Hope
14506 SW Indianmound Dr., Indiantown, 34956 (21miles)	21
96 SE Superior Way, Stuart, 34997	2.7
1793 SE Washington St., Stuart, 34997	2.1
364 NW Bayonet Place, JB, 34957	7.5
5063 SE Mariner Garden Circle, Stuart, 34997	4.6
18984 SE Arnold Dr., Tequesta, 33496 (18)	18
5140 SE Mariner Garden Circle, Stuart, 34997	4.6
14953 SW Johnston Ave., Indiantown, 34956	20
13228 SE Flora Ave., Hobe Sound, 33455	5.4
13228 SE Flora Ave., Hobe Sound, 33455	11
2486 SE Carroll St., Stuart, 34997	2.3
2988 SW Butterfly Lane, Palm City, 34990	4.7
5031 SE Mariner Gardens Circle Circle, Stuart, 34997	4.6
240 SE St. Lucie Blvd. #108, Stuart, 34996	3.8
5231 SE Sea Island Way, Stuart, 34997	4.6
	116.9

11. **Bob Raynes review on zoning potential for both properties** This property is located within the jurisdictional boundaries of Martin County and currently has a Land Use Designation of Industrial and Zoning Designation of B-2.
12. Under the current B-2 Zoning District “Schools may be constructed on property presently owned and held for such purposes, if such construction is commenced within five years from the date of September 14, 1965.” So, unless the property is currently being used for a school it would appear that the current Zoning Designation of B-2 would not allow a school.
13. The good news is that the B-2 Zoning Designation is an old Martin County Zoning Designation. Therefore, the County would require a “Mandatory Rezoning” of the property to an appropriate current Land Use Designation. In this case, I believe they would require the property to be rezoned to Limited Industrial, which does allow schools.
14. The property also has a “Covenant to LI”, with the County, recorded on it. These types of Covenants are typically recorded on properties, such as this with old Zoning Designations. I have

requested a copy of this document from the County but have not received it yet. My guess is that it will be a document that requires the property owner to rezone the property to Light Industrial (LI) at some time in the future. This would fall in line with the “Mandatory Rezoning” of the property. Once I receive a copy of the Covenant, I will confirm with you that this is the case.

15. · Because this is a “Mandatory Rezoning” the rezoning of the property would be perfunctory. Therefore, it should not be too expensive and the chance of success is close to 100%. I would expect the Mandatory Rezoning to take approximately 3-4 months.
16. · Once again, you should make sure that this property is not subject to any POA or Condo documents that would prohibit the use of the property as a school.
17. Please note, that with respect to both properties you should have a land planning firm, such as Lucido & Associates, to look at these properties to see if they can meet the development standards and requirements for schools.

### 3. Willoughby property

1. Larger than Palm City and move in condition other than fence
2. Able to rent out additional space while growing into the building
3. Transportation is affordable

NOTICE OF **PROPOSED** PROPERTY TAXES  
 MARTIN COUNTY TAXING AUTHORITIES  
 1111 SE FEDERAL HWY, SUITE 330  
 STUART, FL 34994  
 (772) 288-5608

**DO NOT PAY**  
 THIS IS NOT A BILL

Account # 138519  
 Owners KPL HOLDINGS LLC

KPL HOLDINGS LLC  
 2896 HIDDEN VALLEY LN  
 SANTA BARBARA CA 93108-1617

**2018 REAL PROPERTY**  
 Parcel # 16-38-41-012-000-00070-0  
 Situs 2580 SE WILLOUGHBY BLVD  
 Legal Description  
 LOT 7 WILLOUGHBY BUSINESS PARK (PB 14 PG 8)



TAXING AUTHORITY	TAXING AUTHORITY TAX INFORMATION								
	PRIOR YEAR	YOUR FINAL TAX RATE AND TAXES IN PRIOR YEAR			CURRENT YEAR	YOUR TAX RATE AND TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE		YOUR TAX RATE AND TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE	
	COLUMN 1 TAXABLE VALUE	COLUMN 2 RATE	COLUMN 3 TAXES	COLUMN 4 TAXABLE VALUE	COLUMN 5 RATE	COLUMN 6 TAXES	COLUMN 7 RATE	COLUMN 8 TAXES	
Marlin County General Operations	1,040,239	6.3887	6,645.77	1,070,900	6.0610	6,490.72	6.5971	7,064.83	
School Board By: Local Board	1,070,900	2.2480	2,407.38	1,070,900	2.1470	2,299.22	2.7480	2,942.83	
By: State Law	1,070,900	4.3040	4,609.15	1,070,900	4.1106	4,402.04	4.1140	4,405.68	
City of Stuart General Operations	1,040,239	4.5000	4,681.08	1,070,900	4.3130	4,618.79	4.7500	5,086.78	
Voter Approved Debt	1,040,239	0.2572	267.55	1,070,900	0.2462	263.66	0.2462	263.66	
Children Services Council	1,040,239	0.3618	376.36	1,070,900	0.3428	367.10	0.3618	387.45	
South Florida Water Mgmt. Dist. Basin Tax	1,040,239	0.1384	143.97	1,070,900	0.1310	140.29	0.1310	140.29	
District Tax	1,040,239	0.1275	132.63	1,070,900	0.1209	129.47	0.1209	129.47	
Everglades Const.	1,040,239	0.0441	45.87	1,070,900	0.0417	44.66	0.0417	44.66	
Florida Inland Navigation Dist.	1,040,239	0.0320	33.29	1,070,900	0.0302	32.34	0.0320	34.27	
<b>TOTAL AD VALOREM PROPERTY TAXES</b>			<b>19,343.05</b>			<b>18,788.29</b>		<b>20,499.92</b>	

	PROPERTY APPRAISER VALUE INFORMATION		
	MARKET VALUE	ASSESSED VALUE APPLIES TO SCHOOL MILLAGE	ASSESSED VALUE APPLIES TO NON-SCHOOL MILLAGE
	PRIOR YEAR	ASSESSED VALUE	ASSESSED VALUE
	1,070,900	1,070,900	1,040,239
CURRENT YEAR	1,070,900	1,070,900	1,070,900

4.  
 2. Joanne met with Mariner Bank who provided a preliminary offer below



June 21, 2019

The Hope Center for Autism, Inc.  
1695 SE Indian Street  
Stuart, FL 34994

Dear Ms. Sweazy:

Marine Bank & Trust (the "Bank") has an interest in financing your commercial real estate purchase. Based on our preliminary discussion, below you will find some of the terms and conditions that would likely be applicable to the transaction. This proposal is for discussion purposes only and should not be construed as a formal commitment to lend by the Bank.

**Borrower:** The Hope Center for Autism, Inc.

**Guarantor:** N/A

**Amount:** \$1,300,000 (based on a purchase price of \$1,600,000)

**Purpose:** To finance the purchase of commercial real estate

**Loan Term:** The subject loan shall be for a total term of eleven (11) or sixteen (16) years.

**Repayment:** For the first year, interest only payments will be due monthly. Following the first year, the loan shall be repaid in monthly principal and interest payments sufficient to fully amortize the debt over one hundred and twenty (120) or one hundred and eighty (180) monthly payments. \*See payments options on Page 3

**Rate:** (1) 5.125% fixed for eleven (11) years, or  
(2) 5.375% fixed for sixteen (16) years  
*\*These rates are based on the Treasury Bill rates as of 6/21/19 and are subject to change*

3.

The Hope Center for Autism, Inc.  
June 21, 2019  
Page 3

**Closing Cost Estimate**

MARINE BANK & TRUST COMPANY	
General Estimator Closing Costs	
<b>Loan Amount:</b>	<b>\$1,300,000.00</b>
Appraisal (Approximately)	\$3,000.00
Title Insurance (Approximately)	\$6,825.00
Title Endorsements	\$732.50
Documentary Stamps	\$4,550.00 @ 0.35 per \$100
Intangible Tax	\$2,600.00 @ 0.20 per \$100
Recording (Estimate)	\$125.00
Survey (Approximately)	\$600.00
Tax Service	\$70.00
Flood Determination	\$13.00
Doc Prep Fee	\$250.00
Future Lien Release	\$14.50
Loan Origination (1/2 point)	\$6,500.00
<b>TOTAL ESTIMATED CLOSING COSTS</b>	<b>\$25,280.00</b>

**Payment Options**

Term	Interest Only (1st year)	Principal and Interest Pmt (years 2-payoff)
<b>11 year fixed</b>	\$5,552.09/ month; \$66,624.90/ year	\$13,968.09/ month; \$166,417/ year
<b>16 year fixed</b>	\$5,822.02/ month; \$69,875.04/ year	\$10,536.05/ month; \$126,433/ year

The Hope Center for Autism, Inc.  
June 21, 2019  
Page 2

**Loan Fee:** The Bank will charge a loan fee of 0.50%, which shall be payable at closing

**Costs:** The Borrower shall be responsible for all closing costs incurred with the closing, including but not limited to, the loan fee, appraisal, Phase 1 environmental study, survey, title insurance, state stamp and intangible taxes, legal fees and all recording fees. \*Please see closing cost estimate on Page 3

**Prepayment Penalty:** During the first five (5) year loan period, Borrower shall pay to Lender a prepayment penalty or premium upon any sums of principal prepaid by Borrower which derive from a loan made to Borrower by any Lender other than Bank. During the first year of the prepayment period, the penalty or premium shall equal five percent (5.0%) of the amount of principal prepaid. Such penalty or premium shall decrease by one percent (1.0%) at the beginning of each year thereafter.

**Collateral:** Bank shall have a first mortgage against commercial real estate, together with an assignment of leases, rents and profits.

**Insurance:** Borrower to carry adequate and appropriate hazard, flood (if required) and liability insurance, from an acceptable carrier, to the satisfaction of the Bank, listing the Bank as loss payee mortgagee.

The information presented above represents some, but not all, of the terms and conditions that would likely be applicable to a loan of this nature. Any commitment to lend by the Bank would be conveyed by way of a separate, formal commitment letter outlining all of the terms and conditions of the proposed loan transaction. This letter constitutes an expression of interest only and is based on information you have submitted to the Bank. Any obligation to lend would occur only after the loan request has been thoroughly underwritten and has received the necessary credit approval, accompanied by the satisfactory preparation, execution and delivery of documentation in form and substance deemed satisfactory to the Bank and the Bank's counsel.

If you should have any questions, please contact me at (772) 584-9257.

Sincerely,

4. Concerns regarding contract shared by Peter Hartman

Commercial Contract



1. PARTIES AND PROPERTY: The Hope Center for Autism, Inc ("Buyer")  
 agrees to buy and KPL Holdings, LLC ("Seller")  
 agrees to sell the property at:  
 Street Address: 2580 SE Willoughby Blvd., Stuart, FL 34994  
 Legal Description: Lot 7, Willoughby Business Park, according to the map or plat thereof as recorded in Plat Book 15, Page(s) 80, Public Records of Martin County, Florida  
 and the following Personal Property:  
 (all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 1,625,000.00  
 (a) Deposit held in escrow by: \$  
 ("Escrow Agent") (check one and initial each column)  
 Escrow Agent's address: Phone:  
 (b) Additional deposit to be made to Escrow Agent  
 within \_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or  
 within 3 days after Effective Date \$ 25,000.00  
 (c) Additional deposit to be made to Escrow Agent  
 within \_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or  
 within \_\_\_ days after Effective Date \$ 25,000.00  
 (d) Total financing (see Paragraph 5) \$ 1,300,000.00  
 (e) Other See Additional Deposit in paragraph 23 Additional Terms \$ 100,000.00  
 (f) All deposits will be credited to the purchase price at closing  
 Balance to close, subject to adjustments and provisions, to be paid  
 via wire transfer. \$ 175,000.00

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before July 3, 2019, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):  
 (A) Arbitration  (E) Seller Warranty  (I) Existing Mortgage  
 (B) Section 1031 Exchange  (F) Coastal Construction Control L  (J) Buyer's Attorney Approval  
 (C) Property Inspection and Repair  (G) Flood Area Hazard Zone  (K) Seller's Attorney Approval  
 (D) Seller Representations  (H) Seller Financing  Other

23. ADDITIONAL TERMS:  
 REZONING CONTINGENCY  
 Buyer's obligations hereunder are expressly conditioned upon Buyer, at Buyer's expense, applying for and obtaining rezoning or change of land use of the described Property to the zoning or land use category of B-1 under city ordinances and land use regulations and variances that may be necessary for parking. Buyer's obligations are further conditioned upon obtaining such Comprehensive Land Use Plan ("CLUP") amendment(s) as may be necessary to permit such rezoning. Seller agrees to such rezoning/CLUP amendment(s).  
 Buyer agrees to promptly apply for and diligently pursue said rezoning/CLUP amendment(s). If final government action on said rezoning application has not been obtained by October 9, 2019 ("Date"), then either party thereafter, by written notice to the other, may terminate this Contract, in which event the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract provided, however, if as of Date, the final public hearing has been scheduled before the governmental board or commission having final authority, then the deadline for satisfaction of this condition shall be extended to the day after the public hearing, but in no event more than 30 days after Date. The Closing shall occur within 10 days following final rezoning approval and, if applicable, land use change.  
 ADDITIONAL DEPOSIT: Whereas the seller does not want to lose any of the uses that a change in zoning would cause buyer agrees to make an additional deposit of \$100,000.00 two days before the final hearing for the rezoning referenced above. If the rezoning is approved and the buyer does not close under this contract all \$150,000 in deposits will be non-refundable and disbursed to the seller. When closing takes place the buyer will be credited with the \$150,000 deposit.  
 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER

Buyer ( ) and Seller ( ) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.  
 CC-5 Rev 01/17 02017 Florida Realtors® Form

5.

6. Bob Raynes review on zoning potential for both properties

- a. 2580 SE Willoughby
- b. This property is located within the City of Stuart and currently has a Land Use Designation of Commercial and a Zoning Designation of B-4.
- c. The current B-4 Zoning Designation does not allow schools.
- d. The property would have to be rezoned to either B-1 or B-2, which would allow schools. The property could also be rezoned to a Commercial Planned Unit Development (CPUD) which could allow schools.
- e. I spoke with Tom Reetz, who is a Planner with the City of Stuart. He said that he did not think that the City would approve a rezoning to B-1 or B-2, because there are no B-1 or B-2 Zoning Designations in the immediate area. Therefore, it could be considered spot zoning if the subject property was given one of those Zoning Designations, which is not allowed.
- f. Tom suggested that the City might approve a CPUD on the property that would allow schools. However, it should be noted that the CPUD has several possible issues.
  - 1. One is that the City Commission would have great discretion in approving such a CPUD and could vote against it for basically any reason.
  - 2. Second, the City Commission usually looks for some quid pro quo when granting CPUD, in other words some sort of exaction.
- g. A CPUD would be the costliest type of rezoning because a CPUD Agreement would need to be drafted and negotiated with the City.
- h. I would anticipate about 5-6 months to get a CPUD approved.
- i. It should also be noted that it appears that this property might be subject to POA or Condo documents and covenants and restrictions. The POA or Condo docs may not allow schools as a permitted use.
- j. Even if the City agreed to rezone the property to a Zoning Designation or CPUD, that would allow schools, if POA or Condo docs exist that prohibit schools they would trump the City's Zoning Code because they can be more restrictive. I have not looked at any title documents for this property but would strongly suggest that you be

sure that if there are POA or Condo documents that they would allow the use of the property as a school.

- k. I would guess that the chance for success on getting the property rezoned to allow schools would be 50-50.

3. Joanne shared Jim's concerns

1. I will be with family at the time of the meeting.

When discussing moving to a larger location please convey my thoughts to the board:

I understand the immediate need for more space

Assuming we can financially afford the move, the rent and any requirements for build out I approve with one reservation, in my opinion this will reduce the sense of urgency to build for years.

In the event we do proceed to move to a larger facility we should consider selling or otherwise disposing of the property. Perhaps Glasrud will consider a favorable renegotiation.

An immediate meeting with our current landlord will be in order and perhaps he will be cooperative with an earlier termination.

One last thought, based on experience the 714 building is better suited to achieving rezoning, faster and less expensive. However the risk of not being approved remains.

4. School Board members have offered assistance to help with any barriers such as zoning
5. Parent offered whatever is needed
6. Will invite parents to zoning meeting
7. A motion was made to reject the Palm City property, revise contract language regarding the Willoughby property and then meet via zoom meeting asap
  - a. George Koester will leave town on Thursday, June 27 so we will attempt meet prior to Thursday
2. Revise contract language
3. Michele made a motion to proceed with the zoning change, variance, parking and access issues all done concurrently on Willoughby property not to exceed \$5000 and within 120 days
  - a. George seconded the motion
  - b. All voted unanimously to move forward with zoning contingent on contract language change
  - c. Mark will look at the contract – Joanne emailed a copy
  - d. \$25000 down
  - e. Will let the owner know that the zoning money will apply to the purchase of the property if it goes through
  - f. Contract contingent on Rezoning, variance, financial
  - g. 2 days is unreasonable until we get rezoning corrected, we won't be able to move forward with the bank
  - h. Variance needs to be approved, especially if nonrefundable
  - i. We will give a 25000 deposit with all contingencies and within 5days after zoning is official, we will give \$100000 contingent on lender
  - j. We are willing to incur cost of zoning
  - k. Seller has already decreased the price of building by \$355,000
8. Joanne will Contact Seacoast for funding

1. Preapproval? Will the bank provide one?
9. Susan made a motion to put Rio property on Market asap
  1. The motion was seconded
  2. The board voted unanimously to sell property
    - a. Won't be able to raise enough funds for building in near future
    - b. Building cost is much more than purchase
    - c. Transportation in Jensen Beach will be an issue
10. Susan Burrows expressed concern about current building – possibility of moving
  1. Joanne will let Krauskopf know as a courtesy that we are looking at a building
11. Approval of agenda items
12. Approval of minutes from last meeting – tabled until next meeting
13. Public Comment - none
14. Action items
  1. vote on next steps for buildings on Willoughby and Palm City
  2. Schedule meetings for 2019-2020 – tabled until next meeting
  3. Budget-- tabled until next meeting
15. Information items
  1. Executive Director Report
    - a. VAM-- tabled until next meeting
16. New Business - none
17. Adjourn

Signed,

Joanne Sweazey  
Executive Director