



**VILLAGE OF INDIANTOWN
AGENDA
REGULAR VILLAGE COUNCIL MEETING**

September 13, 2018
6:30 PM
at the INDIANTOWN CIVIC CENTER
15675 SW Osceola Street, Indiantown, FL 34956

VILLAGE COUNCIL
SUSAN GIBBS THOMAS, MAYOR
GUYTON STONE, VICE MAYOR
JACKIE GARY CLARKE
ANTHONY D. DOWLING
JANET HERNÁNDEZ

ADMINISTRATION
TERESA LAMAR-SARNO, VILLAGE MANAGER
WADE C. VOSE, VILLAGE ATTORNEY
CHERIE WHITE, VILLAGE CLERK

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That's why we say "Character Counts" in Indiantown. Civility is practiced at all Village meetings.

Special Needs: If anyone attending this meeting requires a reasonable accommodation, please contact Cheryl White, Village Clerk, by telephone at (772) 597-9900 or by email at cwhite@indiantown.org. at least 48 hours in advance.

Quasi-Judicial Hearings: Some of the matters on the Agenda may be "quasi-judicial" in nature. Village Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Village Council.

Appeal of Decision: If a person decides to appeal any decision made by the Village Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and

for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Village Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Village Council Member, or by any member of the public desiring it to be heard, without a motion.

ROLL CALL

INVOCATION

1. Ed Skiba

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS

2. Proclamation Family Day 2018
3. Presentation by Martin Health on Cancer Services provided at the Robert and Carol Weissman Cancer Center. Leah Rajewsky, LCSW, ACM Clinical Oncology Social Worker will make a brief presentation to Council and Public.

PUBLIC COMMENT

*-The public is invited to comment for up to 3 minutes **on any item not on the Agenda**. Questions are typically deferred to staff, and if civility is not practiced, the Mayor may rule the person out of order, and may require the person be removed from the meeting.*

COMMENTS BY VILLAGE COUNCIL MEMBERS

COMMENTS BY VILLAGE MANAGER

APPROVAL OF AGENDA

-A motion is adopted to approve the Agenda as it appears, or as modified by motion of the village council.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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CONSENT CALENDAR

4. Special Village Council Minutes of 08/14/2018 and 08/23/2018 and Regular Village Council Minutes of 08/23/2018 for approval.
5. RESOLUTION No. 041-2018 A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA APPROVING A COMMUNICATIONS SERVICES TAX AGREEMENT FOR ACCESS TO CONFIDENTIAL STATE TAX INFORMATION WITH THE FLORIDA DEPARTMENT OF REVENUE; PROVIDING FOR AN

EFFECTIVE DATE; AND FOR OTHER PURPOSES.

6. RESOLUTION No. 042-2018 A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH MARTIN COUNTY FOR THE PROVISION OF SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.
7. RESOLUTION 043-2018 A RESOLUTION OF THE VILLAGE OF INDIANTOWN REQUESTING THE FLORIDA LEGISLATURE TO CORRECT THE LEGAL BOUNDARY OF THE VILLAGE OF INDIANTOWN, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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REGULAR AGENDA

8. Indiantown Community Trust Fund Selection Committee Recommendations

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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9. Comprehensive Plan Listening Session

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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SECOND READING ORDINANCES

10. ORDINANCE NO. 008 (2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING A CODE ENFORCEMENT PROCEDURE FOR THE VILLAGE OF INDIANTOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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11. ORDINANCE NO. 009 (2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROHIBITING CERTAIN NUISANCES,

INCLUDING OVERGROWTH OF LOTS, AND UNSANITARY CONDITIONS, AND PROVIDING ALTERNATIVE ENFORCEMENT PROCEDURES FOR THE VILLAGE OF INDIANTOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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DISCUSSION ITEMS

ANNOUNCEMENTS

NEXT REGULAR MEETING

ADJOURNMENT

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: September 13, 2018

MEETING TYPE:

AGENDA ITEM TITLE: Ed Skiba

SUMMARY OF ITEM:

RECOMMENDATION:

PREPARED BY: Cherie White, Village Clerk

DATE: 9/7/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: September 13, 2018

MEETING TYPE: Proclamation

AGENDA ITEM TITLE: Proclamation Family Day 2018

SUMMARY OF ITEM: Family Day reflects the importance of connecting with your children at various times throughout the day and illustrates how parental engagement fostered around the dinner table is one of the most potent tools to help parents raise healthy, drug-free children.
This year Family Day is September 24th, 2018

RECOMMENDATION: n/a

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 9/5/2018

REVIEWED BY: Wade Vose, Village Attorney

DATE: 9/6/2018

APPROVED BY:

DATE:

ATTACHMENTS:

Description

Family Day Proclamation



PROCLAMATION

FAMILY DAY

SEPTEMBER 24, 2018

WHEREAS, 90% of Americans who meet the medical criteria for addiction started smoking, drinking, or using other drugs before the age of 18. Preventing or delaying teens from using nicotine, alcohol, or other drugs for as long as possible is crucial to their health and safety.

WHEREAS, *Family Day* celebrates simple, everyday things parents can do to build strong, healthy relationships with their children that prevent future drug use.

WHEREAS, studies conducted by the Center on Addiction and other entities consistently have found a relationship between children having frequent dinners with their parents and a decreased risk of their smoking, drinking or using other drugs; likewise, teenagers who have five or more dinners per week with their families are more likely to report having high-quality relationships with their parents.

WHEREAS, *Family Day* reflects the importance of connecting with your children at various times throughout the day and illustrates how parental engagement fostered around the dinner table is one of the most potent tools to help parents raise healthy, drug-free children.

NOW, THEREFORE, I, Susan Thomas, Mayor of the Village of Indiantown, Florida do hereby proclaim September 24, 2018, is *Family Day* in the Village of Indiantown, Florida, and encourage its citizens to honor the importance of spending time connecting as a family and re-initiating efforts in making every day *Family Day* while acknowledging the value of parent-child relationships and the vital role that families play in our community.

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the Village of Indiantown,
Florida to be affixed this 13th day of September 2018.

Susan Gibbs Thomas
Mayor

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: September 13, 2018

MEETING TYPE: Presentation

AGENDA ITEM TITLE: Presentation by Martin Health on Cancer Services provided at the Robert and Carol Weissman Cancer Center. Leah Rajewsky, LCSW, ACM Clinical Oncology Social Worker will make a brief presentation to Council and Public.

SUMMARY OF ITEM: Presentation

RECOMMENDATION: None.

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 9/4/2018

REVIEWED BY: Wade Vose, Village Attorney

DATE: 9/6/2018

APPROVED BY:

DATE:

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: September 13, 2018

MEETING TYPE: Consent Agenda

AGENDA ITEM TITLE: Special Village Council Minutes of 08/14/2018 and 08/23/2018 and Regular Village Council Minutes of 08/23/2018 for approval.

SUMMARY OF ITEM:

RECOMMENDATION: Approve Minutes

PREPARED BY: Cherie White

DATE: 8/30/2018

REVIEWED BY: Wade Vose, Village Attorney

DATE: 9/6/2018

APPROVED BY:

DATE:

ATTACHMENTS:

Description

08/14/2018 SVCM

08/23/2018 SVCM

08/23/2018 VCM



**VILLAGE OF INDIANTOWN
SPECIAL VILLAGE COUNCIL MEETING
August 14 , 2018
MINUTES**

ROLL CALL

Cherie White, Village Clerk

PRESENT

Council Member Clarke, Council Member Hernandez, Mayor Gibbs Thomas, Vice Mayor Stone, Council Member Dowling, Village Manager Teresa Lamar-Sarno and Village Attorney Paul Nicoletti

PLEDGE OF ALLEGIANCE Mayor Gibbs Thomas led the council in the pledge of allegiance.

COMMENTS BY VILLAGE COUNCIL MEMBERS

Council Member Dowling said he missed everyone last week. Council Member Clark stated it was going to be a tough decision to make.

COMMENTS BY VILLAGE MANAGER

Village Manager Lamar-Sarno announced that all the Council should have their shirts for the upcoming Florida League of Cities Conference. She also encourage the Council to attend the Ethics session. and may be in attendance at the afternoon sessions on Thursday, following the County meeting.

APPROVAL OF AGENDA

Motion: Approve the Agenda

Moved by Council Member Dowling, seconded by Vice Mayor Stone

Approved 5/0,

PUBLIC COMMENT

DISCUSSION ITEMS

1. Discussion and Selection of a Village Attorney

Village Attorney Nicoletti introduced the item, and stated that all three candidates have pretty much agreed to the substance of the proposed contract. He stated that they are all right around \$200.00 an hour, and around \$12,000.00 a month. He also stated that they have all agreed to be in the Village office one day a week, but otherwise can do most of the work from their own offices. He gave a brief overview of each candidate.

The Council discussed the candidates, and ranked them according to their preference.

The Village Council asked the Village Manager for her thoughts. She said that she was happy with each candidate, and that each one would serve the Village well.

Motion: Approve the Village Attorney to negotiate a contract with the Law Firm of Attorney Wade Vose as the Village Attorney first, and Attorney Gary Brandenburg second.

Moved by Vice Mayor Stone, seconded by Council Member Clarke.

Approved 5/0

Bonnie Landry, came forward and stated she is preparing a Board item for approval by the Council to consider holding the Local Planning Agency on the third Thursday of the month.

Council Member Dowling stated that he would like to address the Council meeting night because it conflicts with many conferences and asked the Council to consider having the meeting earlier in the week, such as a Monday.

The Village Attorney stated that the discussion could take place at a later meeting but no action can take place because the item was not on the agenda. He also recommended to staff that the LPA meeting meet on the first Thursday of the Month.

Village Manager Lamar-Sarno also stated that many conferences are held Thursdays through the weekend.

The Council asked if they could recommend to the School Superintendent that the alternate LPA member from the school board be from Indiantown.

Mayor Thomas announced that Congressman Mast would be at ITS at 6:00 PM tonight, and the next regular meeting is scheduled for August 23, 2018 at 6:30 p.m.

ADJOURNMENT 5:07 p.m.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
DEPUTY VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

APPROVED ON : September 13, 2018



VILLAGE OF INDIANTOWN
SPECIAL VILLAGE COUNCIL MEETING
AUGUST 23, 2018
MINUTES

ROLL CALL

Cherie White, Village Clerk

PRESENT

Council Member Dowling, Council Member Clarke, Council Member Hernández, Mayor Gibbs Thomas, Vice Mayor Stone, Village Manager Teresa Lamar-Sarno and Village Attorney Paul Nicoletti

PLEDGE OF ALLEGIANCE: Mayor Gibbs Thomas led the council in the pledge of allegiance.

PROCLAMATIONS, AWARDS AND APECIAL PRESENTATIONS.

1. TREASURE COAST REGIONAL PLANNING COUNCIL PRESENTATION OF DRAFT MISSION, VISION AND STRATEGIG PRIORITIES.

Treasure Coast Regional Planning Council Kim Delaney, Director of Strategic Development and Policy and Thomas Lanahan, Deputy Executive Director presented the Village of Indiantown's draft Mission, Vision and Strategic Priorities to the Council and Public.

Ms. DeLaney entertained public comments and suggestions, noting the enthusiasm of input from the public and council to the vision and value statement.

Ms. Delaney presented to the Village Council a review and assessment of the draft short and long term priorities list. She explained that the list can be used as and a guidance tool for plan implementation.

The Council agreed that by using the insights from that process, they aim to build upon the substantial momentum for its Strategic Priorities and Actions. They agreed this is a “blueprint” or “ideas” list.

APPROVAL OF AGENDA

Motion: Approve the Agenda

Moved by Council Member Dowling, seconded by Council Member Clarke.

Approved 5/0

NEXT REGULAR MEETING

ADJOURNMENT :6:30 P.M.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

**CHERIE WHITE
VILLAGE CLERK**

**SUSAN GIBBS THOMAS
MAYOR**

APPROVED ON: September 13th 2018



**VILLAGE OF INDIANTOWN
VILLAGE COUNCIL MEETING
AUGUST 23, 2018
MINUTES**

ROLL CALL

Cherie White, Village Clerk

PRESENT

Council Member Dowling, Council Member Clarke, Council Member Hernández, Mayor Gibbs Thomas, Vice Mayor Stone, Village Manager Teresa Lamar-Sarno and Village Attorney Paul Nicoletti

INVOCATION: Senior Pastor Wanda Grooms delivered the invocation.

PLEDGE OF ALLEGIANCE: Mayor Gibbs Thomas led the council in the pledge of allegiance.

PUBLIC COMMENT

Sister Mary Dooley came forward and feels that transportation and affordable housing should be moved forward on the priority list.

COMMENTS BY VILLAGE COUNCIL MEMBERS

Council Member Dowling noted that Indiantown will begin to maintain its own roads and stormwater. He encouraged the residents to report any issues to the Village so that it can be reported to Martin County now. He also noted that the Village Manager is working on a mass information system that will reach residents in the event of an emergency. He also asked everyone to remember and pay tribute to the late Aretha Franklin who was a civil rights activist. He reminded everyone that it is election time and early voting has begun. August 28, 2018 from 7am-7pm Election Day voting will take place at the Indiantown Library and the Boys and Girls Club in Booker Park.

Councilman Dowling also provided information to the Council and public as to why he has been absent at two past meetings. He suggested the Council consider discussing moving the meeting nights to earlier in the week. He also shared with the public some rally gear given to him at the past Florida League of Cities Conference. He invited the public to visit the website and see the mission and vision for the village.

Council Member Clarke added that the Florida League of Cities Conference was a good event. She also stated that longtime resident, Walter Bryant, who has passed away.

Council Member Hernández noted that she met with the Village Manager, and stated that the Open House will be rescheduled due to a scheduling conflict.

Vice Mayor Stone announced that the first Boy Scout meeting occurred on Tuesday, and it was a success.

Mayor Thomas expressed sorrow over the passing of longtime resident Walter Bryant. She added that the Florida League of Cities Conference was a wonderful event, and Indiantown was honored with a Resolution recognizing the Incorporation. Also, Treasure Coast was honored with a trophy that best represented the theme of Pirates.

Mayor Thomas asked staff to prepare a Resolution that supports the Florida League of Cities President “We Live Local Campaign”. She announced a new business is opening in Indiantown, Village Arts and Crafts Loft behind the Little Caesars on Warfield Blvd. The Grand Opening will take place on Saturday, August 25, 2018 from 11 am-2 pm. She also asked staff to prepare the cost to have the Village Offices open 5 days a week.

COMMENTS BY VILLAGE MANAGER

Village Manager Lamar-Sarno noted that she is looking at holding the Open House the week of October 22, 2018. She suggested Monday or Tuesday that week with a Spanish and English version.

The Council agreed to hold the Open House on Monday October 22, 2018

She also stated she would be working on writing a letter to the County Administrator in reference to HB 259, regarding various financial matters of the Village. In order for the Village to collect franchise fees the Village will need to take over the roads and rights of ways. She stated that the budget will include roads and stormwater maintenance beginning October 1, 2018. She was also notified by Beth Beltram that the Florida Department of Transportation is holding a Public Hearing for the PDE Study for the extension of State Road 710 in Okeechobee County. She encouraged anyone who wished to attend from the Council to do so but Bonnie Landry would be attending on behalf of the Village staff.

SR 710 Public Hearing from US 441 to L-63N Canal in Okeechobee County

District: One

Meeting Type: Hearing

Date: Thursday, August 30, 2018

Time: 5:00 pm to 7:00 pm

Location Name: Okeechobee KOA Convention Center

Street Address: 4276 US Highway 441 South

She is also working with ITS Fiber to increase communication between the Village and public. She requested the council pull items 4-5 to provide additional comments, and they would now be items 7a and 7b.

She introduced and welcomed Attorney Wade Vose, as the new Village Attorney. If approved tonight, he will officially begin September 1, 2018. She thanked Attorney Paul Nicoletti for his service to the Village, and expressed her sincere pleasure of working with him for the past 10 years.

She shared with the public and council the significant role he has played for the Village and thanked him for his strong and professional leadership contributions, and wished him a happy retirement.

The Village Clerk Cherie White presented him with a bucket of gifts on behalf of the Village staff.

Village Attorney Nicoletti thanked everyone and was honored to be part of starting up and incorporating the Village of Indiantown.

APPROVAL OF AGENDA

Motion: Approve the Agenda as amended moving items 4-5 as items 7a and 7b.

Moved by Council Member Dowling, seconded by Council Member Clarke.

Approved 5/0

CONSENT CALENDAR

2. Village Council Minutes Regular Meeting August 9, 2018.

3. CORRECT SCRIVENER'S ERROR TO COMPREHENSIVE PLAN SCOPE OF SERVICES

4- 7 a. RESOLUTION No. 036-2018; APPROVAL OF CONTRACT WITH DRC EMERGENCY SERVICES, LLC, FOR DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES, PIGGY-BACKING ON THE SOLID WASTE AUTHORITY'S AGREEMENT NO. 17-204E; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Motion: Approve Resolution 036-2018 as secondary contractor.

Moved by Council Member Dowling, seconded by Council Member Hernández.

The Council recommended hiring local contractors next year.

Scott Watson suggested that the contractor include having the contractor mobilize pre-hurricane in order to have the roadways immediately cleared post hurricane.

Commissioner Jenkins said his company does that, and that you can be reimbursed by FEMA.

Approved 5/0

5- 7 b. RESOLUTION No. 037-2018; APPROVAL OF CONTRACT WITH CROWDERGULF JOINT VENTURE, INC., FOR DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES, PIGGYBACKING ON THE SOLID WASTE AUTHORITY'S AGREEMENT NO. 17-204C WITH CROWDERGULF JOINT VENTURE, INC.

Motion: Approve Resolution 037-2018 as primary contractor.

Moved by Council Member Dowling, seconded by Council Member Hernández.

Approved 5/0

6. RESOLUTION No. 038-2018 A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN AMENDING AND READOPTING RULES OF PROCEDURE FOR THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion: Approve Consent Calendar items 2,3,6

Moved by Vice Mayor Stone, seconded by Council Member Hernández.

Approved 5/0

REGULAR AGENDA

7. Indiantown Community Trust Fund program: Application and application process, Indiantown Community Trust Fund Assistance Program Description and Contract.

Motion: Approve Indiantown Community Trust Fund Program Application and Process.

Moved by Vice Mayor Stone, seconded by Council Member Dowling.

Approved 5/0

8. COMPREHENSIVE PLAN: PUBLIC INVOLVEMENT PLAN (PIP)

9. RESOLUTION No. 034-2018 APPROVING A VILLAGE ATTORNEY CONTRACT WITH WADE C. VOSE OF THE VOSE LAW FIRM, LLP; AND PROVIDING FOR AN EFFECTIVE DATE.

DISCUSSION ITEMS

10. DETERMINE LOCAL PLANNING AGENCY SCHEDULE; AND AMEND LAND DEVELOPMENT CODE TO PROVIDE FOR VILLAGE LOCAL PLANNING AGENCY

11. DISCUSSION CONCERNING A POSSIBLE DECLARATION OF LOCAL EMERGENCY CREATED BY BLUE GREEN ALGAE ANNOUNCEMENTS.

NEXT REGULAR MEETING

ADJOURNMENT

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

**CHERIE WHITE
VILLAGE CLERK**

**SUSAN GIBBS THOMAS
MAYOR**

APPROVED ON: September 13th 2018

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: September 13, 2018

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: RESOLUTION No. 041-2018 A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA APPROVING A COMMUNICATIONS SERVICES TAX AGREEMENT FOR ACCESS TO CONFIDENTIAL STATE TAX INFORMATION WITH THE FLORIDA DEPARTMENT OF REVENUE; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

SUMMARY OF ITEM: Chapter 213, Florida Statutes, governing the Communications Services Tax, requires that local government recipients of certain confidential information relating to the tax execute a Communications Services Tax Agreement for Access to Confidential State Tax Information with the Florida Department of Revenue, as a condition of receipt of such tax revenue.

RECOMMENDATION: Approve Resolution No. 41-2018

PREPARED BY: Cherie White DATE: 8/30/2018

REVIEWED BY: Wade Vose, Village Attorney DATE: 9/6/2018

APPROVED BY: DATE:

ATTACHMENTS:

Description

Res 041-2018

CST Agreement



RESOLUTION No. 041-2018

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA APPROVING A COMMUNICATIONS SERVICES TAX AGREEMENT FOR ACCESS TO CONFIDENTIAL STATE TAX INFORMATION WITH THE FLORIDA DEPARTMENT OF REVENUE; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Chapter 213, Florida Statutes, governing the Communications Services Tax, requires that local government recipients of certain confidential information relating to the tax execute a Communications Services Tax Agreement for Access to Confidential State Tax Information with the Florida Department of Revenue, as a condition of receipt of such tax revenue.

NOW, THEREFORE BE IT RESOLVED, by the Village Council of the Village of Indiantown, Florida, as follows:

SECTION 1. CONFIDENTIALITY AGREEMENT APPROVED. The Communications Services Tax Agreement for Access to Confidential State Tax Information with the Florida Department of Revenue, a copy of which is attached, is hereby approved, and the Mayor is hereby authorized to execute the same.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect immediately upon adoption.

- ALL SIGNATURES ON NEXT PAGE -

RES. 041-2018 CST Confidentiality Agreement

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

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNÁNDEZ, COUNCIL MEMBER				

ADOPTED this ____ day of _____, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:

WADE C. VOSE
VILLAGE ATTORNEY

**Communications Services Tax Agreement for
Access to Confidential State Tax Information between
Village of Indian Town and The Florida Department of Revenue**
(Local Government Name)

1. The Florida Department of Revenue, acting in its capacity as coordinator of the Communications Services Tax (CST) Information Sharing Website, and Village of Indian Town (Local Government) enter into this Agreement for the sharing of certain information specified in s. 213.053(8)(t), Florida Statutes (F.S.). This Agreement does not apply to any Federal tax information that the Federal Government provided to the Florida Department of Revenue.
2. According to s. 213.053(8), F.S., when in receipt of information shared under this Agreement, the Local Government and any person or entity that may have access to confidential information obtained by the Local Government under this Agreement shall be bound by all applicable laws imposing confidentiality requirements. These requirements include, but may not be limited to, those stated in s. 213.053, F.S., and Chapter 12-22, Florida Administrative Code (F.A.C.). Violation of confidentiality requirements is a misdemeanor of the first-degree, punishable as stated in ss. 775.082 and 775.083, F.S., by up to one year in prison and/or fines up to \$1,000.
3. As stated in s. 213.053(2), F.S., all information contained in returns, reports, accounts, or declarations is confidential. The Local Government and the person(s) referenced in paragraph 5 of this Agreement agree to take appropriate steps to protect confidential information obtained from the Florida Department of Revenue under this agreement from unauthorized use or disclosure.
4. The Local Government agrees that the information obtained from the Florida Department of Revenue pursuant to s. 213.053(8)(t), F.S., will be kept in a secure environment, and will only be used for the purposes stated in paragraph 5 of this Agreement. When no longer needed, the information obtained from the Florida Department of Revenue must be destroyed by shredding, incineration, pulping, or other appropriate means to make the information unreadable. Shredded paper should be 5/16 inch wide or smaller and, if not using a cross-cut shredder, paper should be fed into the shredder with lines of print perpendicular to the cutting blades of the shredder. If incinerating, the incinerator should produce enough heat to burn the entire bundle, or the bundle should be separated to ensure all pages are burned. If pulping, the process should reduce all material to particles one inch or smaller.
5. Only the person(s) or entity designated by the Local Government ["Designated Person" and "Other Authorized Employees"] with an official need and use will be allowed to request, obtain, receive, and review the information. The Local Government agrees that information obtained from the Florida Department of Revenue pursuant to s. 213.053(8)(t), F.S., may be shared by the Local Government, Designated Person, or Other Authorized Employees only with persons with direct responsibility for budget preparation, auditing, revenue or financial administration, or legal counsel, and may only be used for purposes related to budget preparation, auditing, and revenue and financial administration. Information shared under this Agreement may not be further disclosed by the recipient unless meeting these stated criteria.
6. Each Designated Person and Other Authorized Employee is required to execute their respective "Certification" section of the Communications Services Tax Agreement for Access to Confidential State Tax Information, which is found in the Addendum to this Agreement. This Certification indicates that such persons are familiar with the confidentiality requirements of s. 213.053, F.S., and Chapter 12-22, F.A.C., and that such persons are bound by the terms of this Agreement. Any Designated Persons and Other Authorized Employees who have been selected by the Local Government subsequent to the signing of this Agreement must execute a separate Certification, which shall become a part of this Agreement. In each instance, Certifications shall be forwarded to the Florida Department of Revenue Disclosure Officer within 15 business days of hire date or change of employment status, with a cover letter signed by the Local Government signatory to this agreement.
7. The Local Government shall notify the Florida Department of Revenue Disclosure Officer in writing within 15 business days when any signatory of this Agreement [including Designated Person(s) and Other Authorized Employees] leaves employment or changes employment status such that he or she no longer has an official use for the information.
8. Effective Date
This Agreement shall be effective on the date all parties have signed the Agreement.
9. Duration and Termination
 - A. This Agreement shall terminate five (5) years from the effective date.
 - B. Either party may terminate this Agreement upon no less than thirty (30) calendar days notice, without cause, unless the parties mutually agree upon a lesser time. Said notice shall be in writing, delivered by certified mail, return receipt requested, or in person with proof of delivery.

10. Legal Requirements

With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida court in Leon County, Florida.

- A. Each party hereto agrees that it shall be solely responsible for the wrongful act of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitation set forth in section 768.28, F.S.
- B. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of any existing violation, breach, wrongful conduct; or of any future violation, breach, or wrongful conduct.

11. Modification

Modification of this Agreement shall only be valid when reduced to writing and duly signed. The parties agree to renegotiate this Agreement if revisions of applicable Federal and/or State statutes and regulations make changes necessary; or when either party deems such action appropriate in the administration of the laws.

12. Severability

If any provision of this Agreement or the application of it is determined to be invalid for any reason, such determination shall not affect the validity of other provisions or applications of the Agreement which can be given effect without the invalid provision or application. To this end, the provisions of this Agreement are declared to be severable.

13. The Local Government designates the following Designated Person to receive the password and user identification information for accessing the CST Information Sharing Website, and to control access to the CST Information Sharing Website:

Name (print) Teresa Lamar-Sarno Title Village Manager
Mailing Address PO Box 398 City/ZIP Indiantown 34956
Phone Number 772-597-9900 E-mail Address tsarno@indiantown.org

14. This Agreement must be signed by the Local Government representative and the Florida Department of Revenue. Please sign and date in the space below. A copy of the Agreement, signed by the Florida Department of Revenue, will be returned to you. The parties have fully authorized the following persons to sign this Agreement on their behalf:

Approved by Local Government:

Name (print)

Signature
Title _____

Date _____

Approved by Florida Department of Revenue:

Name (print)

Signature
Deputy Program Director, General Tax Administration

OR

Name (print)

Signature
Program Director, General Tax Administration

Date _____

Please return your signed Agreement and Addendum to Paul Fultz, Disclosure Officer:

By e-mail to: local-govt-unit@floridarevenue.com
By fax to: 850-921-4711
By mail to: Florida Department of Revenue
Local Government Unit
P.O. Box 6530
Tallahassee, FL 32314-6668

ADDENDUM

Communications Services Tax Agreement for Access to Confidential State Tax Information between Village of Indiantown and The Florida Department of Revenue (Local Government Name)

Designated Person's Certification

As the person designated in paragraph 13 of this Agreement to receive password and user identification information for accessing the CST Information Sharing Website, and to control access to the CST Information Sharing Website, I certify that I am familiar with the confidentiality requirements of s. 213.053, F.S., and aware that the unauthorized use or disclosure of state tax information is a misdemeanor of the first degree punishable as stated in ss. 775.082 and 775.083, F.S., by up to one year in prison and/or fines up to \$1,000. I understand that information obtained from the Florida Department of Revenue pursuant to s. 213.053(8)(t), F.S., may be used only for official purposes related to budget preparation, auditing, and revenue and financial administration. I further certify that I have received a copy of the Agreement and agree to be bound by all of the Agreement terms.

Designee Name (print) Teresa Lamar-Sarno Title Village Manager
Designee signature _____ Date 08/16/2018

Other Authorized Employees' Certification

As an authorized employee or contractor of the Local Government, I certify that I am familiar with the confidentiality requirements of s. 213.053, F.S., and aware that the unauthorized use or disclosure of state tax information is a misdemeanor of the first degree punishable as stated in ss. 775.082 and 775.083, F.S., by up to one year in prison and/or fines up to \$1,000. I understand that information obtained from the Florida Department of Revenue pursuant to s. 213.053(8)(t), F.S., may be used only for official purposes related to budget preparation, auditing, and revenue and financial administration. I further certify that I have received a copy of the Agreement and agree to be bound by all of the Agreement terms.

Name (print) _____ Title _____

Signature _____ Date _____

Name (print) _____ Title _____

Signature _____ Date _____

Name (print) _____ Title _____

Signature _____ Date _____

Name (print) _____ Title _____

Signature _____ Date _____

Name (print) _____ Title _____

Signature _____ Date _____

Name (print) _____ Title _____

Signature _____ Date _____

(Attach additional sheets, if needed)

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: September 13, 2018

MEETING TYPE:

AGENDA ITEM TITLE: RESOLUTION No. 042-2018 A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH MARTIN COUNTY FOR THE PROVISION OF SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

SUMMARY OF ITEM: Pursuant to the requirements of Section 125.01(1)(q), Florida Statutes, and the procedures of Section 166.041, Florida Statutes, the Village has adopted Ordinance No. 003 (2018) consenting to the inclusion of all of the Village property in Martin County's Solid Waste MSBU for the purposes described herein for the term of the special assessment.

It is incumbent upon the Village and the County to enter into an agreement to set forth the responsibilities concerning the implementation of the levy of a special assessment (utilizing the method of collection provided in Section 197.3632, Florida Statutes) on all residential properties lying within the Village for solid waste and recyclable collection services by the County's solid waste franchisee, Waste Management, for such Village properties.

RECOMMENDATION: Approve Resolution No. 042-2018 - Approving Interlocal Agreement for the Provision of Solid Waste and Recycling Collection and Disposal Services

PREPARED BY: Wade Vose, Village Attorney DATE: 9/7/2018

REVIEWED BY: Teresa Lamar-Sarno DATE: 9/7/2018

APPROVED BY: Teresa Lamar-Sarno DATE: 9/7/2018

ATTACHMENTS:

Description

Res 042-2018

Interlocal Agreement for the Provision of Solid Waste and Recycling Collection and Disposal Services



RESOLUTION No. 042-2018

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH MARTIN COUNTY FOR THE PROVISION OF SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to the requirement of Section 125.01(1)(q), Florida Statutes, and the procedures of Section 166.041, Florida Statutes, the Village has adopted Ordinance No. 003 (2018) consenting to the inclusion of all of the Village property in Martin County's Solid Waste MSBU for the purposes described herein for the term of the special assessment; and

WHEREAS, it is incumbent upon the Village and the County to enter into an agreement to set forth the responsibilities concerning the implementation of the levy of a special assessment (utilizing the method of collection provided in Section 197.3632, Florida Statutes) on all residential properties lying within the Village for solid waste and recyclable collection services by the County's solid waste franchisee, Waste Management, for such Village properties.

NOW, THEREFORE BE IT RESOLVED, by the Village Council of the Village of Indiantown, Florida, as follows:

SECTION 1. INTERLOCAL AGREEMENT APPROVED. The Interlocal Agreement for the Provision of Solid Waste and Recycling Collection and Disposal Services with Martin County, a copy of which is attached, is hereby approved, and the Mayor is hereby authorized to execute the same.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect immediately upon adoption.

- ALL SIGNATURES ON NEXT PAGE -

RES. 042-2018 Interlocal Agreement for the Provision of Solid Waste and Recycling Collection and Disposal Services

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

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNÁNDEZ, COUNCIL MEMBER				

ADOPTED this ____ day of _____, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:

WADE C. VOSE
VILLAGE ATTORNEY

**INTERLOCAL AGREEMENT
For
THE PROVISION OF SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL
SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) made and entered into this ____ day of August, 2018, by and between the **Village of Indiantown**, a municipal corporation chartered under the laws of the State of Florida, (hereinafter referred to as the “Village”) and **Martin County**, a political subdivision of the State of Florida, (hereinafter referred to as the “County”).

WITNESSETH:

WHEREAS, Section 151.31, General Ordinances, Martin County Code (“Code”), authorizes the creation of a municipal service benefit unit to include property in unincorporated Martin County, as well as property located within a municipality which has consented to inclusion as provided in Section 125.01, Fla. Stat., which is specifically benefited by residential solid waste and recyclable material collection services to be provided pursuant to the County’s “Solid Waste and Recyclable Materials Collection Services Franchise Agreement;” and

WHEREAS, the County created such an MSBU as authorized by Article 3 of Chapter 151 of the Code on August 7, 2012 and imposed such special assessment using the Uniform Method of Collection of Non Ad Valorem Assessments set forth in Section 197.3632, Fla. Stat.; and

WHEREAS, a Solid Waste Franchise Agreement (“Franchise Agreement”) dated September 25, 2007, for the County’s Western Service Area between the County and Indiantown Company, Inc. (“Indiantown”) provides for solid waste and recyclable collection service by Waste to the western service area in unincorporated Martin County; and

WHEREAS, Section 4.2 of the Franchise Agreement authorizes the County to expand the service area boundaries if lands are added pursuant to Interlocal Agreement; and

WHEREAS, in 2010 such Franchise Agreement was assigned by Indiantown to Waste Management, Inc. (“Waste”); such assignment was approved by the Martin County Board of County Commissioners on May 4, 2010 as well as amendments to existing Franchise Agreements to combine the Western and Eastern Franchise Agreements and ensure the services and charges are uniform; and

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to Chapter 163, Florida Statutes (Florida Interlocal Cooperation Act of 1969) the County and the Village have the power and authority to enter into an interlocal

**INTERLOCAL AGREEMENT
THE PROVISION OF SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES**

agreement for the purposes of delineating the rights and the responsibilities to each party with respect to the County levying a special assessment and providing solid waste and recyclable material collection services within the Village's corporate limits; and

WHEREAS, pursuant to the requirement of Section 125.01(1)(q), Florida Statutes, and the procedures of Section 166.041, Florida Statutes, the Village has adopted Ordinance No. 003 (2018) consenting to the inclusion of all of the Village property in the Solid Waste MSBU for the purposes described herein for the term of the special assessment.

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

- 1.0 **Recitals.** The recitals above are true and correct and hereby incorporated into and made a part hereof.
- 2.0 **Authority.** The authority to enter into this Agreement is pursuant to Chapter 163, Florida Statutes.
- 3.0 **General Purpose.** The Village and the County are entering into this Agreement to set forth the responsibilities concerning the implementation of the levy of a special assessment (utilizing the method of collection provided in Section 197.3632, Florida Statutes) on all residential properties lying within the Village for solid waste and recyclable collection services by the County's solid waste franchisee, Waste Management, for such Village properties.
- 4.0 **Specific Agreement Conditions.**
 - 4.1 The Village shall be solely responsible for providing advance notification to all owners of residential parcels within the Village's corporate boundaries concerning the levy of the solid waste special assessment, including but not limited to, the costs thereof, the services provided, and the fact that this assessment is the result of a decision by the Village of Indiantown to provide such services utilizing this MSBU. The County shall be responsible for all notifications required by Chapter 151 of the Code and Section 197.3632.
 - 4.2 The County agrees to provide customer service and franchise administration oversight services to the Village and its residential property owners and residents receiving solid waste and recycling services pursuant to this Agreement.
 - 4.3 The Village agrees to notify County and the Martin County Tax Collector in a prompt, timely manner of all building and demolition permits, as well as certificates of occupancy issued by the Village to ensure the ongoing accuracy of the special assessment roll.
 - 4.4 The parties agree to fully cooperate and perform all acts necessary for the implementation of this Agreement.

**INTERLOCAL AGREEMENT
THE PROVISION OF SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES**

4.5 The consent to inclusion of the Village property in the MSBU shall become effective upon enactment of Ordinance No. 003 (2018). The consent shall be effective for as long as the County's solid waste and recycling collection service MSBU remains in effect within the Village.

5.0 Term and Termination.

5.1 This Agreement shall remain in effect for as long as the County's solid waste and recycling collection service MSBU, as well as Village's ordinance consenting to the special assessment remain in effect. The Agreement may be amended from time to time pursuant to Section 8.0 hereof.

5.2 Either party may terminate this Agreement for any reason upon service of its Notice of Termination on the other party no later than May 1st in a given year prior to the termination date of September 30th in that year. It is the intent of the parties that this Agreement shall also be co-terminus with any termination given under Ordinance No. 003 (2018).

6.0 Village's Grant of Authority.

To the extent necessary and as authorized by law, the Village grants the County the right and authority to levy a special assessment within the corporate boundaries of the Village for the provision of solid waste and recycling collection services.

7.0 **Dispute Resolution.** Disputes under this Agreement may be resolved by the County's Authorized Representatives and the Village's Authorized Representatives. If such Authorized Representatives are unable to reach a resolution and the parties agree that the issue is of sufficient merit, the parties may select a mediator mutually acceptable to both parties to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.

8.0 **Amendment.** This Agreement may only be amended by a written document signed by both parties and filed with the Clerk of the Circuit Court of Martin County, Florida.

9.0 **Notices.** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to :

As to Martin County:

Martin County Administrator
2401 SE Monterey Road

With a copy to:

Martin County Attorney
2401 SE Monterey Road

**INTERLOCAL AGREEMENT
THE PROVISION OF SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES**

Stuart, FL 34996

Stuart, FL 34996

With a copy to:

Martin County Utilities,
Solid Waste Division
2378 SE Ocean Blvd.
Stuart, FL 34996

As to the Village of Indiantown:

With a copy to:

Village Manager
Village of Indiantown
PO Box 398
16550 SW Warfield Blvd.
Indiantown, FL 34956-0398

Village Attorney
Village of Indiantown
PO Box 398
16550 SW Warfield Blvd.
Indiantown, FL 34956-0398

or such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered: (a) on the date delivered if by personal delivery, (b) on the day telecommunicated, or (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

- 11.0 **Filing.** This Agreement shall be filed by Martin County with the Clerk of the Circuit Court of Martin County, Florida.
- 12.0 **Public Records.** Each party shall allow the public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the party in conjunction with this Agreement.
- 13.0 **Assignment.** Neither party shall assign this Agreement to any other person or entity without first obtaining the non-assigning party's written approval.
- 14.0 **General.** This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the dates stated below.

– ALL SIGNATURES ON NEXT PAGE –

**INTERLOCAL AGREEMENT
THE PROVISION OF SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES**

DATED: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK
OF THE CIRCUIT COURT AND
COMPTROLLER

EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

DATED: _____

ATTEST:

VILLAGE OF INDIANTOWN

CHERYL WHITE, CLERK

SUSAN GIBBS THOMAS, MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

WADE C. VOSE, VILLAGE ATTORNEY

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: September 13, 2018

MEETING TYPE:

AGENDA ITEM TITLE: RESOLUTION 043-2018 A RESOLUTION OF THE VILLAGE OF INDIANTOWN REQUESTING THE FLORIDA LEGISLATURE TO CORRECT THE LEGAL BOUNDARY OF THE VILLAGE OF INDIANTOWN, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

SUMMARY OF ITEM: It has been determined that the legal description contained in ch. 2017-195, Laws of Florida, contains a few scrivener's errors, rendering the boundary description of the Village to be incorrect.

When it was discovered by the Martin County Property Appraiser that such error existed, the Village and the Property Appraiser entered into an agreement to give ch. 2017-195, Laws of Florida, the most correct interpretation possible, which interpretation is not in dispute.

Nonetheless, it is appropriate that the initial Village boundary should be corrected by the Florida Legislature.

RECOMMENDATION: Approve Resolution No. 043-2018 - Requesting Florida Legislature to Correct Village Boundary

PREPARED BY: Wade Vose, Village Attorney

DATE: 9/7/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

ATTACHMENTS:

Description

Appendix A - Legal Description Indiantown with Sketch

Res 043-2018

APPENDIX "A"

Legal Description of Indiantown, Florida

Being:

The eastern 1,053 feet of the South 1/2 of the South 1/2 of the Southeast 1/4 Section 19, T 39 S, R 38 E; and
 The South 1/2 of Section 20, T 39 S, R 38 E; and
 The South 1/2 of Section 21, T 39 S, R 38 E, Lying South of State Road 710; and
 That part of Section 22, T 39 S, R 38 E, Lying South of State Road 710, and
 The South 1/2 of Section 25, T 39 S, R 38 E, Less the Western 1,320 feet; and
 The Southwest 1/4 of Section 26, T 39, R 38 E; and
 All of Section 27, T 39 S, R 38 E, Lying South of State Road 710; and
 The Northern 3,685' of Section 28, T 39 S, R 38 E; and
 The Northern 3,685' of Section 29, T 39 S, R 38 E; and
 The upland portion of Northern 3,685' of the East 1/2 of Section 30, T 39 S, R 38 E; and
 All of Section 34, T 39 S, R 38 E, Less the South 1/2 of the Southwest 1/4; and
 That part of Section 35, T 39 S, R 38 E, Lying South of State Road 710; and
 All of Section 36, T 39 S, R 38 E, Except that portion of the West 1/4 that lies North of State Road 710; and
 That part of the South 1/2 of Section 29, T 39 S, R 39 E, Lying West of the Troup Indiantown Canal centerline; and
 All of Sections 31, 32 and 33 of T 39 S, R 39 E; and
 That portion of Section 1, T 40 S, R 38 E, Lying North of Farm Road; and
 That Portion of East 1/4 of Section 1, T 40 S, R 38 E, Lying South of Farm Road; and
 The Eastern 3,000 feet of that Portion of Section 12, T 40 S, R 38 E, Lying North of the St. Lucie Canal ROW, Less
 the Western 3,152' of the Northern 1/4 of Section 12, T 40 S, R 38 E; and
 Those Parts of Sections 4, 7, 8 and 9, T 40 S, R 39 E, Lying North of the St. Lucie Canal; and
 All of Sections 5 and 6, T 40 S, R 39 E; and
 That Portion of Section 8, T 40 S, R 39 E, Lying South of the St. Lucie Canal and North of State Road 710; and
 That Portion of Section 9, T 40 S, R 39 E, Lying South of the St. Lucie Canal, North of State Road 710, and West of
 the State Road 76/State Road 710 Connector.
 All Lying in Martin County, Florida, being approximately 9,073 acres.

2	Revised Legal Description	8/30/2018	P.A.
1	Revised Legal Description	4/9/2018	M.F.M.
NO.	REVISIONS	DATE	BY



SKETCH & LEGAL			
Indiantown Incorporated			
MARTIN COUNTY,		FLORIDA	
Scale:	Date:	File & Drawing No.:	
N.T.S.	AUG. 2016	16-1047-01-01	
Drawn By:	Checked:	Sheet	
M.F.M.	P.A.	1 OF 3	

SURVEYOR'S NOTES

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON OFFICE INFORMATION ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THIS LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS:
 - A) PROVIDED IN ITS ENTIRETY CONSISTING OF 3 SHEETS, WITH SHEETS 3 BEING THE SKETCH OF DESCRIPTION.
 - B) REPRODUCTION OF THE DESCRIPTION AND SKETCH ARE SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

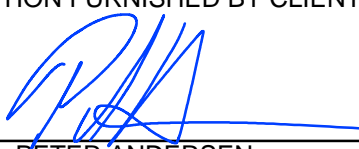
CERTIFICATION

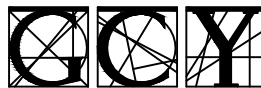
(NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS SET FORTH BY THE FLORIDA PROFESSIONAL BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES. THE SKETCH AND DESCRIPTION IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.

8/26/2016
DATE OF SIGNATURE


PETER ANDERSEN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5199



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE
PO BOX 1469 • 1505 SW MARTIN HWY.
PALM CITY, FL 34991
(800) 386-1066 • WWW.GCYINC.COM

SKETCH & LEGAL

Indiantown Incorporated

MARTIN COUNTY,

FLORIDA

Scale:
N.T.S.

Date:
AUG. 2016

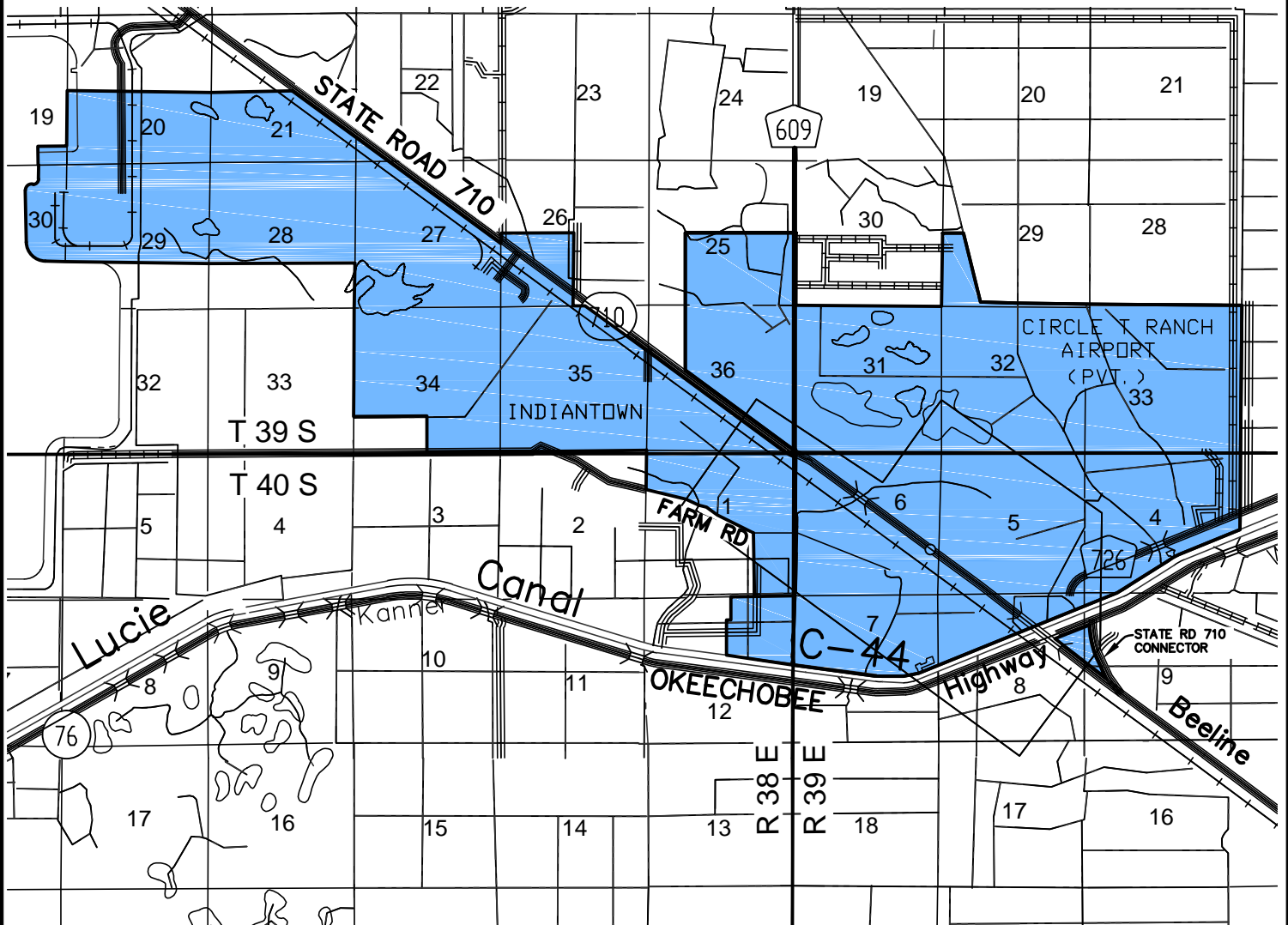
File & Drawing No.:
16-1047-01-01


Drawn By:
M.F.M.

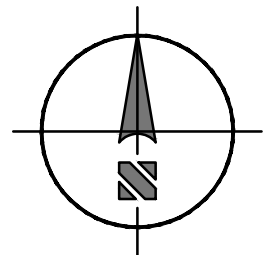
Checked:
P.A.

Sheet
2 OF 3

NO.	REVISIONS	DATE	BY



 = PROPOSED BOUNDARY AREA



NOT TO SCALE

NOTE:
This drawing does not represent
a boundary survey and is based
on office information only.

1	Revised sketch	4/9/2018	M.F.M.
NO.	REVISIONS	DATE	BY



GCIY
INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE
PO BOX 1469 • 1505 SW MARTIN HWY.
PALM CITY, FL 34991
(800) 386-1066 • WWW.GCIYINC.COM

SKETCH & LEGAL
Indiantown Incorporated
MARTIN COUNTY, FLORIDA

Scale: N.T.S.	Date: AUG. 2016	File & Drawing No.: 16-1047-01-01
Drawn By: M.F.M.	Checked: P.A.	Sheet 3 OF 3



RESOLUTION No. 043-2018

A RESOLUTION OF THE VILLAGE OF INDIANTOWN REQUESTING THE FLORIDA LEGISLATURE TO CORRECT THE LEGAL BOUNDARY OF THE VILLAGE OF INDIANTOWN, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the voters of the Village of Indiantown approved the formation of the Village at a referendum election on November 8, 2017; and

WHEREAS, pursuant to Ch. 2017-195, Laws of Florida, the Village of Indiantown was created on December 31, 2018; and

WHEREAS, it has been determined that the legal description contained in ch. 2017-195, Laws of Florida, contains a few scrivener's errors, rendering the boundary description of the Village to be incorrect; and

WHEREAS, when it was discovered by the Martin County Property Appraiser that such error existed, the Village and the Property Appraiser entered into an agreement to give ch. 2017-195, Laws of Florida, the most correct interpretation possible, which interpretation is not in dispute.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA:

Section 1. That the precatory clauses above are true and accurate and represent the will of the Village Council, and are adopted as if set forth below.

Section 2. The Village Council hereby requests The Florida Legislature adopt the legal boundary description attached hereto as Appendix "A" as the correct and accurate

RESOLUTION No. 043-2018; REQUESTING THE FLORIDA LEGISLATURE TO CORRECT THE VILLAGE BOUNDARY

legal boundary description of the Village of Indiantown.

Section 3. This resolution shall take effect immediately upon adoption.

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

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNÁNDEZ, COUNCIL MEMBER				

ADOPTED this 23rd day of August, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

REVIEWED FOR FORM
AND CORRECTNESS:

WADE C. VOSE
VILLAGE ATTORNEY

VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETINGDATE: September 13, 2018

MEETING TYPE: Regular Council Meeting

AGENDA ITEM TITLE: Indiantown Community Trust Fund Selection Committee Recommendations

SUMMARY OF ITEM: In July of 1991 Martin County Board of County Commissioners entered into a planned unit development (PUD) agreement for the development of the Indiantown Cogeneration Project. A condition of the PUD agreement required the establishment of the Indiantown Community Trust Fund with the interest from the trust fund used for projects which benefit the Indiantown community and have a general synergy with the Indiantown Cogeneration Project. Martin County and Indiantown Cogeneration, L.P. then entered into a separate agreement that further defined the County as the trustee of the trust fund, and detailed the operating parameters of the trust.

According to the PUD condition and the trust fund agreement, the trust was established at the time of preliminary development plan approval. At the issuance of the first building permit the Indiantown Cogeneration L.P. presented Martin County with the check for one million dollars for deposit into the trust fund account. The trust fund has been accruing interest since October 21, 1992.

On August 23rd, 2018 the Village Council adopted the application and description for the ICTF program.

The committee consists of two members from Indiantown Cogeneration, L.P., one Council Member, and four members from the Indiantown community. At least one of the four community members must be from Booker Park and one of the four must be from Indianwood.

Indiantown Cogeneration has confirmed they have two members able to participate. The Village Manager will recommend four members of the public meeting the criteria. The Council will need to select one Council Member for the committee.

RECOMMENDATION: Accept Village Manager recommendation for Indiantown Community Trust Fund Selection Committee and select a Council Member to participate in said committee.

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 9/5/2018

REVIEWED BY: Wade Vose, Village Attorney

DATE: 9/6/2018

APPROVED BY:

DATE:

ATTACHMENTS:

Description

ICTF Description

ICTF Application

INDIANTOWN COMMUNITY TRUST FUND
ASSISTANCE PROGRAM FUNDING INFORMATION

October 2018

INDIANTOWN COMMUNITY TRUST FUND FUNDING INFORMATION ASSISTANCE PROGRAM

I. Introduction.

In July of 1991 Martin County Board of County Commissioners entered into a planned unit development (PUD) agreement for the development of the Indiantown Cogeneration Project. A condition of the PUD agreement required the establishment of the Indiantown Community Trust Fund with the interest from the trust fund used for projects which benefit the Indiantown community and have a general synergy with the Indiantown Cogeneration Project. Martin County and Indiantown Cogeneration, L.P. then entered into a separate agreement that further defined the County as the trustee of the trust fund and detailed the operating parameters of the trust.

According to the PUD condition and the trust fund agreement, the trust was established at the time of preliminary development plan approval. At the issuance of the first building permit the Indiantown Cogeneration L.P. presented Martin County with the check for one million dollars for deposit into the trust fund account. The trust fund has been accruing interest since October 21, 1992.

On May 24, 2018 with the Village Council adopt Resolution 23-2018 accepting the transfer of, the Indiantown Community Trust Fund to the Village to administer and distribute funds.

The PUD condition and the separate Indiantown Community Trust agreement specified the creation of a Special Advisory committee. The committee reviews applications for proposed projects and makes recommendations for funding for the projects from the accrued interest of the trust fund subject to final approval by the Village Council. The committee must annually prepare a prioritized list of proposed projects to be funded by the income of the trust fund.

The committee consists of two members from Indiantown Cogeneration, L.P., one Council Member, and four members from the Indiantown community. At least one of the four community members must be from Booker Park and one of the four must be from Indianwood.

II. Procedures for Applying for Assistance from the Indiantown Community Trust Fund.

A. Eligibility.

Applicants may be private non-profits, for profit entities, community associations or governmental entities.

B. Amount of Funding Available.

Projects may be funded from the interest. Approximately \$10,000 will be available for the 2019 fiscal year but will be limited for this round of applications.

C. Availability of Applications.

Application for funding must be made on the attached application form. Applications are available at the following locations:

Elisabeth Lahti Library, 15200 SW Adams Avenue and Indiantown Chamber of Commerce, 15935 SW Warfield Blvd. in Indiantown, Florida; at the Village Offices locate at 65550 SW Warfield Blvd. open Thursdays and Fridays 9:00 AM-5:00 PM. The application and instructions can also be found on the web site under “Documents” at www.indiantown.org

Applications will be taken once per year.

D. Submittal of Applications.

All applications are due on Friday, October 26th. Applications must be received by 4:30 PM on the due date.

Three copies of the application must be submitted. One must contain original signatures.

Applications must be submitted to the Village Office located at 65550 SW Warfield Blvd., Indiantown, FL open Thursdays and Fridays 9:00 AM-5:00 PM.

Applications can be emailed to the Village Clerk at cwhite@indiantown.org.

Proposals received after the deadline will be ineligible for funding.

III. General Provisions.

A. Criteria for Awards.

The trust income shall be used solely for projects benefiting Indiantown. Trust funds may not be used for capital facilities projects ordinarily funded by Village of Indiantown or for any contribution to the Florida Power and Light Company Educational/Vocational Training Program. The availability of funding is dependent upon the amount of interest that has accrued to the trust fund during the previous County fiscal year.

B. Public Notice and Advertisement of Availability of Funds.

The availability of the Trust Fund Assistance Program will be advertised in a newspaper of general circulation. The advertisement will state the nature of the program and solicit proposals.

C. Selection of Fund Recipients.

The Indiantown Community Trust Fund Special Advisory Committee will review all applications received by the application deadline. The Committee will rank all proposed projects and prepare a prioritized list of projects for funding from the accrued interest of the trust fund. The committee may include on its list of prioritized projects a recommendation to set aside funds to accumulate funds over several years for a project that will require an expenditure of funds greater than one year's interest amount. The committee shall submit the list to the Village Council (trustee).

The Village Council will review the prioritized list and choose project(s) to receive funding. Any project(s) selected by the Village Council must be on the prioritized list. No later than ninety (90) days from the receipt of the prioritized list, the Council must notify the Committee of the project(s) to be funded. The Village Council may reject all the proposed projects on the list submitted by the committee. If the Village Council does not utilize all the available funding in one year, the Village shall make its best effort to use the accumulated funds the following year.

Applicants who do not receive an award will be notified regarding the reasons for the denial and will be allowed an opportunity to reapply during the next funding cycle.

D. Non-discrimination Policy.

Village of Indiantown, its agents, contractors, and subgrantees, whether municipality, non-profit organization or for-profit entity shall not deny assistance to or exclude from participation any person or entity based on race, creed, religion, color, age, sex, family status, national origin or handicap.

E. Contractual Requirements for Recipients.

Applicants who receive an award (subgrantees) will be notified regarding the contractual procedures to be followed. The Village and the subgrantee will enter into a grant agreement for the proposed funding. The individual agreement will be subject to Council approval.

All agents, contractors and subgrantees of the Village Council receiving interest from the Indiantown Community Trust Fund must comply with the Indiantown Community Trust Fund agreement between the Indiantown Cogeneration, L.P. and Martin County. The Village Council will include language in each contract and subcontract to contractually commit each agent, contractor and subgrantee to compliance.

F. Provision for Revenues Interest.

Revenues accruing from the funds must be retained in the Trust Fund for further use according to stated purposes of fund, unless Village Council grants use of the funds in accordance with the requirements of this program.

G. Administrative Provisions.

If, at any time, the applicant (contractor or subgrantee) is unable to comply with any provision of this program, the Village Council shall be notified immediately for guidance, direction and assistance, if necessary.

**APPLICATION FOR PROJECT FUNDING
FROM
THE INDIANTOWN COMMUNITY TRUST FUND
2018**

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND
SECTION I**

ADMINISTRATIVE INFORMATION

1. APPLICANT:

Organization: _____

Name
(Executive Director or President): _____

Address: _____

E-mail: _____

Telephone: _____

Fax No.: _____

Tax Exempt No.: _____
(if applicable)

2. CONTACT (if different from above)

Name _____

Title: _____

Telephone: _____

E-mail: _____

3. CHIEF FINANCIAL OFFICER (if different from above)

Name: _____

Address: _____

E-mail _____

Telephone: _____

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND
SECTION II**

PROJECT IDENTIFICATION

This section must describe the specific project proposed for funding. Describe how the proposed project will benefit the Indiantown community.

Start below (use continuation pages if necessary).

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND
SECTION III**

BUDGET SUMMARY

Requested Village Funding

\$ _____

Other Funding (if any)

\$ _____

In-kind (if any)

\$ _____

Total Project

\$ _____

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND
SECTION IV**

**PROJECT BUDGET SCHEDULE
(LINE ITEM BUDGET)**

This section must specifically identify how funds will be allocated (i.e., benefits, rent, utilities, office supplies, etc.). Can this project proceed as designed if the full amount of funding requested from the Indiantown Community Trust Fund (ICTF) is not available? Can the project proceed with a reduced scope if only partial funding of the amount requested from the ICTF is available?

NOTE: Funding is in the form of reimbursement for funds spent during the term of the contract and for costs directly related to the project described in your application.

Start below (use continuation pages if necessary).

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND
SECTION V**

ORGANIZATIONAL

Describe the organization and attach a copy of pertinent documents, including a certified resolution by the Applicant's Board of Directors authorizing submission of the grant applicant and receipt of grant funds if awarded.

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND
SECTION VI
STATEMENT OF ASSURANCES**

As a part of the application and as a part of acceptance and use of Village funds, the applicant shall:

1. Possess legal authority to apply for the assistance, that the application has been approved by the applicant's governing body, including all assurance contained herein.
2. Utilize Indiantown Community Trust funds, to benefit the Indiantown community.
3. Submit copies of executed grant contracts when match funds are requested. In addition, advises the Village and provides copies of each amendment to grant agreements.
4. Agrees it possesses the sound fiscal control and fund accounting procedures necessary to assure the proper disbursement of an accounting for Village funds.
5. Permit and cooperate with Village, County, State and Federal investigations designed to evaluate compliance with the law.
6. Attest that the application and its various sections, including budget data are true and correct. Information contained in this application accurately reflects the activities of this agency and that the expenditures or portions thereof for which Village funds are being requested are not reimbursed by any other source.
10. Provide an organizational chart of the Board of Directors and Administrators, including their names and offices or position held, as part of the application.
11. The application will become an Exhibit to the Agreement between the Council and the applicant.

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND**

AGENCY AUTHORIZED OFFICIAL:

NAME: _____
(Type Name)

TITLE: _____
(Type Title)

SIGNATURE: _____

DATE: _____

STATE OF FLORIDA
VILLAGE OF INDIANTOWN

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ on behalf of the corporation. He or she is personally known to me or has produced _____.

NOTARY PUBLIC

Name:
State of Florida at Large

My Commission Expires:

VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETINGDATE: September 13, 2018

MEETING TYPE: Bonnie Landry

AGENDA ITEM TITLE: Comprehensive Plan Listening Session

SUMMARY OF ITEM: The purpose of this agenda item is to solicit input from the Council and the public as to their preferred themes and concepts for the upcoming Village of Indiantown Comprehensive Plan. The planning staff will utilize technology, compliments of the Treasure Coast Regional Planning Council, to assist in facilitating an organized question and answer activity. The technology will be interactive and will provide live results to gauge the direction in which the Council and public would like to see the comprehensive plan.

The Village of Indiantown with the support and guidance of the Comprehensive Plan Review (CPR) Committee is in the process of gathering data and creating a framework for the development of the Village of Indiantown's Comprehensive Plan.

The Comprehensive Plan will provide the principles, guidelines, standards and strategies for orderly and balanced future economic, social, physical, environmental and fiscal development of Indiantown. The result will be goals, objectives and policies that will govern how Indiantown will develop over the next 30-50 years.

The deadline for adoption of the permanent Comprehensive Plan is within 3 years after incorporation (December 31, 2020). The projected completion of the document is November 2019, one year prior to the deadline, based upon the current timeline for the document.

Thus far, the Council has adopted the Public Involvement Plan which documents the methods and strategies to assure meaningful input from the community as a whole.

Public workshops will be held beginning in December. These workshops will be conducted via informal, small group sessions to discuss the Goals, Objectives and Policies that provide the framework for the document as a whole.

Once the draft document is complete, there will be a second series of public workshops beginning in April to ensure that it reflects the goals, objectives and policies directed by the Council and the other stakeholders.

RECOMMENDATION: Direct planning staff to compile and summarize the input from the listening session

and report this to the Comprehensive Plan Review committee at their next meeting.

PREPARED BY: Bonnie Landry DATE: 9/7/2018

REVIEWED BY: Wade Vose, Village Attorney DATE: 9/7/2018

APPROVED BY: DATE:

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: September 13, 2018

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: ORDINANCE NO. 008 (2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING A CODE ENFORCEMENT PROCEDURE FOR THE VILLAGE OF INDIANTOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY OF ITEM: This ordinance sets up a format for the Village to follow as it looks forward to providing its own code enforcement program in the new fiscal year. This format has been used in Stuart and other municipalities for over 10 years, and it "tried and true." Please take the time to read through the ordinance and let me have any questions before the meeting of the 9th.

RECOMMENDATION: Approve Ordinance 008 (2018) on Second Reading

PREPARED BY: P. Nicoletti DATE: 8/2/2018

REVIEWED BY: P. Nicoletti DATE: 8/2/2018

APPROVED BY: Teresa Lamar-Sarno DATE: 9/7/2018

ATTACHMENTS:

Description

Ord. 008 (2018) Code Enforcement Ordinance

Code Enforcement Presentation



VILLAGE OF INDIANTOWN, FLORIDA

ORDINANCE NO. 008 (2018)

AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING A CODE ENFORCEMENT PROCEDURE FOR THE VILLAGE OF INDIANTOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Village Council of the Village of Indiantown has determined that as it establishes a village code of ordinances, it is prudent and appropriate to provide an administrative procedure for the enforcement of those codes.

BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA:

SECTION 1. CODE ENFORCEMENT. The following provisions are hereby adopted as part of the Village Code of Ordinances.

ARTICLE II. - CODE COMPLIANCE

Sec. 26-19. - State law adopted; limitations.

The terms, provisions and procedures of F.S. ch. 162 and F.S. § 166.0415, as amended from time to time, regarding the compliance or enforcement of the village codes and ordinances are adopted, and shall be effective within the village, except as further amended by this article, it being the intent of the village council that the provisions contained in this article shall be the code enforcement laws of the village, and the provisions of Chap. 162, Florida Statutes, and F.S.

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§ 166.0415 shall be supplemental thereto.

Sec. 26-20. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Appeal (from a village administrative decision) means any appeal permitted or allowed in this Code, the land development code or the comprehensive plan of the village, except for those matters reserved to the board of adjustment, or exclusively to a court of competent jurisdiction.

Village attorney means any duly licensed state attorney employed or authorized by the village to act as village attorney or assistant village attorney.

Code enforcement is the term used by the village to describe the village's code compliance program. The terms "code enforcement" and "code compliance" may be used interchangeably.

Code violation means any infraction of this Code, the village's land development code, the village's comprehensive plan, or any other duly adopted ordinance of the village, including any site plan or design specification approved under the village's land development code. Unless otherwise provided by ordinance, each and every day of infraction shall constitute a separate violation for which a respondent may be fined.

Enforcement officer means any duly authorized agent or employee of the village whose duty it is to ensure code or ordinance compliance; and includes but is not limited to all sworn village police officers, the building official, building inspectors, fire inspectors, fire officers, CRA coordinator, village development director, assistant village development director, public works inspectors, and code compliance or code enforcement officers; and may be cited as "officer" in this article or elsewhere. See also "code enforcement."

Magistrate or *village magistrate* means any hearing officer duly appointed by the village council to hear and determine cases presented by the village for adjudication, or brought by a respondent, as provided by law or ordinance.

Repeat violation means a violation of a provision of a code or ordinance by a person who has been previously found, by a magistrate, or formerly a code enforcement board or other quasi-judicial or judicial process, to have violated or who has admitted violating, the same provision within five years prior to the violation, notwithstanding that the violations occurred at different locations.

Respondent means any natural person, business entity, firm, organization or agency, alleged to have violated any code or ordinance of the village, or of the Florida Building Code, or of a county ordinance that has been adopted by the village or that has countywide applicability, all as the same may be amended from time to time.

Sitting magistrate means that certain village magistrate before whom a case is presented and heard.

Uniform code citation means variously a code citation, notice of violation, notice to appear, summons, uniform code and parking citation notice or other notice issued by the village that requires compliance with a code section and the payment of a fine and costs, or an appearance before a magistrate, or both code compliance and an appearance.

Sec. 26-21. - Magistrate; appointment and powers.

(a) The village council may appoint one or more magistrates, who shall be the hearing officers for the village. A magistrate shall have the jurisdiction and authority to hear and to decide alleged violations of all the codes and ordinances of the village, to hear appeals from administrative officers, and to issue, suspend or withhold, or vacate fines, costs, and orders, all as provided herein, unless otherwise prohibited herein.

(b) Magistrates shall be members in good standing of The Florida Bar, and shall remain in good standing during their entire tenure as a magistrate. In the event that a magistrate is reprimanded, suspended or disbarred by The Florida Bar, such magistrate shall immediately forfeit their appointment as magistrate, without any further action required by the village council. Any magistrate so affected, shall have an affirmative duty to notify the village council in writing immediately upon such action becoming final.

(c) A magistrate shall be appointed and serve at the will of the village council, but shall be initially appointed for a term of not less than two years, and shall serve thereafter at the will of the council, and shall continue to serve until a successor is appointed, or until said magistrate may earlier resign, or forfeit the appointment, as provided above. A magistrate may be removed from office upon an affirmative vote of a majority of the village council members for any reason, except to seek to influence the outcome of any matter which shall come before the magistrate.

(d) Magistrates shall be compensated as provided by annual appropriation of the village council.

(e) Once a magistrate is appointed and accepts appointment, no member of the village council, no village employee, no village consultant, or no other person, including a respondent or respondent's representative, shall have any ex parte communication with a magistrate concerning any item before the magistrate, or seek to influence, by any means, the outcome of any matter which shall come before a magistrate, except at a proper hearing to which all parties have been given proper notice, or have waived such notice. This provision shall not apply to any village employee assigned to assist a magistrate in the performance of strictly administrative or ministerial duties. Any attempt to influence a magistrate outside of a hearing shall be deemed a violation of this article, punishable in county court as a misdemeanor of the second degree, as provided in F.S. § 775.083.

(f) If there is more than one magistrate appointed, the longest tenured magistrate shall be the chief magistrate, unless otherwise directed by the village council. The chief magistrate shall have the additional duty and authority to make administrative rules and establish uniform procedures concerning the conduct of hearings, the form and filing of motions, pleadings, citations, notices, and generally may act in furtherance of his or her jurisdiction, as well as for the other village magistrates. A chief magistrate, appointed by the village council, shall be a duly licensed attorney in good standing, and a member of The Florida Bar for at least the five consecutive years prior to appointment.

(g) Magistrates, using sound discretion, may determine violations of ordinances, levy fines, levy administrative costs, grant, deny or modify extensions of time for compliance, may suspend, reduce, waive or abate fines and costs, in whole or in part, and may fashion other reasonable orders not in conflict with any applicable law or ordinance, including but not limited to the rehearing of matters, and the modification and vacation of interlocutory and final magistrate

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orders.

(h) Except as otherwise provided in this article, or determined by uniform rule of the chief magistrate, all magistrates, and all those appearing before a magistrate, shall refer to and use the definitions, forms, times, scope, procedures, and methods used in F.S. ch. 162, and the Florida Evidence Code, the Florida Rules of Civil Procedure, the Florida Rules of Judicial Administration, the Florida Rules of Traffic Court, and the Florida Small Claims Rules (collectively the "Rules") to the extent that the same would be applicable in a Florida county court proceeding, and to the extent that they are applicable to village magistrate proceedings. In the event of a conflict within or between this article, F.S. ch. 162, or F.S. § 166.0415, and the Rules, the sitting magistrate may issue further orders clarifying the matter, without there being a presumption as to the resolution of the conflict. However, it is the intent of this article that such a decision shall be supplemental to the provisions of F.S. ch. 162, as provided in F.S. § 162.13, or supplemental to F.S. § 166.0415, as provided in F.S. § 166.0415(7).

(i) The jurisdiction of a magistrate regarding adjudication of the village codes shall not be exclusive, but all code compliance matters shall normally be heard by a magistrate, unless specifically filed by the village attorney in a court of competent jurisdiction, or other appropriate legal venue, such as arbitration, or mediation. Notwithstanding the above, a violation of any of the codes and ordinances of the village may be prosecuted by using any other appropriate enforcement method or remedy permitted by law.

(j) In addition to the broad jurisdiction granted in this section, the village council hereby specifically designates magistrates to decide:

(1) Petitions for abatement, reduction or satisfaction of fines and all liens recorded in the public record, it being the intent of the village council to delegate the authority provided in F.S. § 162.09(2)(d)(3), concerning the satisfaction and release of liens, to the sitting magistrate;

(2) Hearings and orders regarding contempt proceedings and rules to show cause, provided by this article; and

(3) Hearings and orders regarding relief sought under F.S. § 162.08 regarding the issuance of orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

Sec. 26-22. - Appeals to and from a magistrate.

(a) As an alternative procedure to any other appellate process, an administrative decision made by a village official that is provided for in the village code of ordinances, or in the land development code or the village's comprehensive plan, may be appealed to a magistrate, except as otherwise prohibited by law. However, the final decisions of the village manager or the village council shall not be appealed to the magistrate, unless specifically provided by ordinance.

(b) An appeal from a final decision of a magistrate shall be to the circuit court in and for the Nineteenth Judicial Circuit of Florida. All appeals shall be by petition for writ of certiorari, as provided by state law and the Florida Rules of Appellate Procedure. To be effective, a petition for writ of certiorari, along with a copy of any appendix, must be filed with the clerk of the circuit court on or before 30 days following the written rendition of an order by a magistrate, as provided in Fla. R. App. P. 9.100, with a copy of the same provided to the village clerk.

Sec. 26-23. - Duties of village attorney.

The village attorney shall represent the village, and may present testimony and evidence through any competent witness, including but not limited to police officers, civilian parking enforcement officers, enforcement officers, and other village employees, or persons. The village attorney may attend all code compliance hearings, and may present and prosecute any or all cases to come before a magistrate. The village attorney shall also be responsible to see to the foreclosure of all code compliance liens, and compliance with all magistrate orders.

Sec. 26-24. - Administrative costs and fines; failure to pay.

(a) It is the intent of the village council that all reasonable administrative costs of any action or hearing required before a magistrate as a result of a violation, or contempt proceeding, or at a hearing later sought by a respondent, be paid by the respondent. An administrative cost schedule may be established from time to time by ordinance of the village council. In the alternative, such reasonable costs as are actually expended by the village may be compiled administratively. Such costs may be levied and added to any order issued by a magistrate, but the costs may also be suspended or waived in the sound discretion of the sitting magistrate.

(b) If any fines or administrative costs levied are not paid timely, compliance with the underlying order requiring payment shall not be deemed to have been achieved, and any affirmative waiver or abatement given by the magistrate shall be deemed suspended, until all fines and costs are paid, or the same may be subject to further order by the magistrate, which may include vacation of relief sought by a respondent.

(c) In the event a respondent complies with the code requirements found in a violation order, including a consent order, but fails to timely pay any fines or administrative costs associated with a such violation order, the village shall nonetheless have a lien for the amount of the fines and costs, and no village regulatory license, no local business tax receipt, or development permit shall be issued to the respondent, unless and until they shall pay all outstanding fines and costs, together with interest at the rate applied by the courts to money judgments.

Sec. 26-25. - Summary procedures; uniform code and parking citation notice; notice to appear.

(a) Uniform code and parking citation notice ("citation"). If a violation of a code or ordinance for which the village council has set specific fines and costs is believed to have occurred or to exist by an enforcement officer, the officer may issue a citation to the respondent, on a form approved by the village attorney, designating, at a minimum, the violation location, the violation date, and the code section alleged to have been violated, and a short factual statement that forms the basis for the belief that a violation exists, and the amount of the fine and costs, as adopted by the village council for the offense, along with the action required to comply with the code section cited, if any. The citation may also establish a time for compliance.

(b) Notice to appear (summons). Also, using the citation form, an enforcement officer may issue a notice to appear, summoning a respondent to a mandatory or non-mandatory appearance before a magistrate to answer the charges alleged in the notice. For this purpose, the citation shall

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include the hearing date, time and location, and any procedures required to avoid a hearing, if applicable. This procedure may be used regardless of whether the village council has established a fine for a code violation. Failure to appear when properly summoned to a magistrate hearing may subject a respondent to any or all additional costs, or an order to show cause why such person should not be held in contempt, or a contempt order with or without fine.

(c) Respondent's rights and obligations. The respondent may avoid a non-mandatory appearance before the magistrate by complying with the code section cited, passing an inspection, if required, and electing to pay a fine and costs as provided on the uniform citation. However, the respondent may otherwise elect to appear before the magistrate to contest the alleged violation cited, and at that time must bring any witnesses or evidence to be presented at the magistrate hearing. Once a citation has been issued, the respondent shall have ten days within which to file a written request for hearing with the code clerk's office, failing which a magistrate may enter an order finding the respondent guilty of the alleged violation, and assessing a fine and reasonable costs.

(1) Any individual respondent may be represented by legal counsel, or by another competent adult. Corporations, limited liability companies, partnerships or other business entities may only be represented by legal counsel or officers, members, partners or those employees duly authorized by officers, members or partners with authority to obligate the business entity.

(2) If a fine or costs, or both, are not paid within ten days of the issuance of a citation, or as otherwise provided on the face of the citation, or if the respondent or a designated representative fails to appear at the magistrate hearing upon being summoned to do so, the respondent shall have waived all rights to a hearing. Thereafter, an order may be entered against the respondent in an amount up to the maximum permitted by law. Once a fine is paid, or if unpaid, ten days after the issuance of a citation, it is deemed to be conclusive proof of the violation, for the purposes of establishing a later repeat violation.

Sec. 26-26. - Formal procedures.

(a) **Code violations.** If a violation of a code or ordinance is believed to have occurred or to exist, by an enforcement officer, the officer or his or her designee, may issue a separate or a combined notice of violation and notice to appear to the respondent and give the respondent a reasonable time within which to correct the violation and have an inspection conducted, failing which a hearing shall occur on a date specified. In providing notices to the respondent, one or more courtesy notices or the notices required herein shall be issued by hand delivery, or by certified mail, or in the failure of hand delivery or certified mail, by posting as provided in F.S. ch. 162.

(b) **Stipulation and consent order.** The enforcement officer may enter into a stipulation with the respondent for compliance by a certain date. The stipulation shall admit the violation, the amount and payment date for the costs of the action, and the amount of the fine, if the matter is not brought into compliance. Once a stipulation is entered into by the parties, the respondent is not required to appear at a magistrate hearing. However, the enforcement officer shall bring the stipulation to the hearing for magistrate approval and issuance of a consent order. If the

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stipulation or the consent order is not approved by the magistrate, the respondent shall not be prejudiced for failing to appear, and shall be given an additional reasonable amount of time for compliance, and shall be issued a notice to appear at the next available hearing.

(c) **Violation not timely corrected**, or corrected but recurs. If a violation is not corrected by the time agreed in the stipulation, or specified for correction by the enforcement officer in a notice of violation, or if the violation is corrected and then reoccurs prior to the hearing date, the case may be presented to the magistrate at a hearing for which the respondent has been given notice, even if the violation has been corrected prior to the hearing, and the notice or stipulation shall so state. Under the circumstances described in this subsection, the magistrate may nonetheless issue an order requiring the payment of reasonable administrative costs, and if the violation has not been corrected, may set a date for compliance and establish a reasonable administrative fine for failure each day that the matter remains out of compliance.

(d) **Life safety matters**. If the enforcement officer has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety and welfare, the officer shall make a reasonable effort to immediately notify the respondent and in addition to any other notices, such as a stop work order or unsafe building notice, an enforcement officer may issue a uniform code citation, with or without a mandatory notice to appear, or may issue a notice of violation and notice to appear, with compliance being immediately required, or as otherwise set by the officer. If found to be in violation, a magistrate may order that the fine for the violation may commence upon the date of the violation, notwithstanding that it is adjudicated at a later time.

(e) **Violation order; recordation; lien**. Following the entry of a violation order by a magistrate, the village may record a certified copy of the same in the official records of the county. Thereafter, and upon the recording of an affidavit by the village indicating that a respondent has failed to comply with a magistrate's violation order, and notwithstanding the methodology expressed in F.S. § 162.09 to the contrary which requires two separate hearings, the recordation of a violation or consent order, which contains provisions for a fine and/or the payment of costs, that is recorded in the official records of the county shall constitute a lien by the village for any fine or cost amounts then due until paid from the date the order was entered by the magistrate. Said lien shall also gather interest as set from time to time by the state to be applied to judgments. It is the specific intent of the village council that a separate hearing for the certification of a fine shall not be required to constitute or perfect the lien rights of the village.

(f) **Repeat violations**. If a repeat violation is found to occur, the officer shall notify the respondent of the violation, as provided in F.S. ch. 162, but the officer shall not be required to give the respondent a reasonable time to correct the violation. The officer may also issue a uniform citation, or mandatory summons or notice to appear before the magistrate. The case may be presented to the magistrate even if the repeat violation has been corrected prior to the hearing.

Sec. 26-27. - Repairs by village; compliance of lot maintenance program; and liens.

(a) In addition to any code enforcement action taken, a code enforcement officer may report code violations to the village manager, and the village may make all reasonable repairs which are required to bring the property into compliance, and charge a respondent, or the property owner,

VILLAGE OF INDIANTOWN, FLORIDA
ORDINANCE NO. 007 (2018)
ADMINISTRATIVE ZONING VARIANCES

or both, with the reasonable cost of the repairs, along with a fine imposed pursuant to this section. All actual costs of repair and administrative costs, if not paid by the respondent or property owner within 30 days of a written statement sent to the respondent shall be a lien against the real property of the respondent, and if given proper notice, the owner of the subject real property.

(b) In addition to the provisions in this article, and as provided in [chapter 20](#), article II, pertaining to lot cleaning, the village manager may approve the cleaning, mowing, removal and disposal from private real property, of any or all of the following: overgrown grass, weeds, trees and other vegetation, construction or demolition debris and rubble, residential and commercial garbage and yard trash, junk vehicles and parts, junk equipment, junk tires, junk household goods or appliances, and any other junk or waste materials; any or all of which shall be found to constitute a nuisance under the village code. Making such repairs does not create a continuing obligation on the part of the village to make further repairs, or to maintain the property, and does not create any liability against the village for any damages to the property.

(c) Once notified of the entry of an order that upon recording will constitute a lien on an owner's property, the owner of the real property shall not sell, transfer, or attempt to sell or transfer the property, without first paying all outstanding fines and costs, plus interest, or providing for the payment of the fines, and costs, plus interest, at closing, whether a lien is recorded or not recorded.

Sec. 26-28. - Hearing procedures; rights and obligations.

(a) **Respondent's rights and obligations.** The respondent may avoid an appearance before the magistrate by complying with the code section cited, and passing an inspection, if required, as required on the citation or notice of violation. However, the respondent may otherwise elect to appear before the magistrate to contest the alleged violation cited, and at that time must bring any witnesses or evidence to be presented at the magistrate hearing.

(b) **Representation.** Any individual respondent may be represented by legal counsel, or by another competent adult. Corporations, limited liability companies, partnerships or other business entities may only be represented by legal counsel or officers, members, partners or those employees duly authorized by officers, members or partners with authority to obligate the business entity.

(c) **Waiver of rights.** If a fine and costs, if any, are not completely paid within ten days of the issuance of a citation, or as otherwise provided on the face of a citation, or if the respondent or a designated representative fails to appear at the magistrate hearing upon being summoned to do so, the respondent shall have waived all rights to a hearing. Thereafter, an order may be entered against the respondent in an amount up to the maximum permitted by law. Once a fine is paid, it is deemed to be conclusive proof of the violation, for the purposes of establishing a later repeat violation.

(d) **Burden of proof.** At any violation hearing, the burden of proof shall be upon the village to show by a preponderance of the evidence, that a violation did occur or does exist, or has been repeated. If proper notice of the hearing has been given to the respondent, either as actual notice, or as provided in this article, or in accordance with F.S. ch. 162, or as otherwise provided by law,

VILLAGE OF INDIANTOWN, FLORIDA
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a hearing may proceed in the absence of the respondent.

(e) **Motion practice and issuance of subpoenas.** Respondents or their attorneys may file motions to enlarge the time for a response; for extensions for the date for compliance; for continuance of any proceedings; for reduction or abatement of fines; and for other applicable matters as provided in the Florida Rules for Civil Procedure, except that a respondent shall not file a motion to dismiss, or to quash service of process, except upon five days' written notice to the village, which notice may be waived by the village attorney. Motions contesting subject matter jurisdiction and for recusal of a magistrate shall be brought as provided in the Florida Rules of Civil Procedure. In the sound discretion of the magistrate, motion hearings may be conducted at regularly scheduled hearings; or at specially set hearings, in person or telephonically. With the agreement of the parties, a magistrate may act upon motions, pleadings or stipulations without an oral hearing of the parties. A respondent may compel the attendance of necessary and relevant witnesses to a hearing by a subpoena issued by the respondent's legal counsel pursuant to Rule 1.410 of the Florida Rules of Civil Procedure. In the event a respondent is not represented by counsel, a witness subpoena for the hearing may be issued for persons within the village by applying for the issuance of a witness subpoena through the code clerk at village hall. Subpoenas are not permitted for any other purpose, unless ordered by a magistrate.

(f) **Hearing procedures.** All testimony at evidentiary hearings shall be under oath, and shall be recorded by the village by electronic means, but shall not be transcribed. Any party wishing to obtain a certified verbatim transcript, must bear the expense for the same.

(1) The docket for each hearing shall bear legends substantially the same as those below:

If a person decides to appeal any decision made by a magistrate with respect to any matter considered, such person will need a record of the proceeding, and that for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The village does not provide such a record, and a respondent may need to provide its own court reporter.

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation for a magistrate hearing should contact the village's ADA coordinator at (772) 597-8281 at least 48 hours in advance of the hearing, excluding Saturday, Sunday and village holidays.

(2) The Florida Rules of Civil Procedure and Rules of Evidence may be relaxed by the magistrate, but fundamental due process shall be observed and shall govern the proceedings. All relevant evidence, including hearsay, shall be admitted, if it is the type of evidence upon which reasonable persons would normally rely. No violation case shall be decided solely upon hearsay evidence. Irrelevant, immaterial, and unduly repetitious evidence may be excluded.

Nonrepetitive documentary and other physical evidence shall be admitted, if in the sole discretion of the magistrate, it is reasonably reliable, or is either self-authenticating or otherwise able to be authenticated.

(3) Witness testimony; subpoena power. The magistrate may inquire of and cross-examine any witness who gives testimony. The respondent, or his attorney, and the village attorney or his designee shall be permitted to inquire of any witness. The magistrate may call or subpoena any witness or evidence deemed necessary to provide a full and fair hearing of the case. Witness

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subpoenas may also be issued for all natural persons or other persons within the village by a respondent or respondent's representative applying for the same through the code clerk at village hall. The failure of any person to obey a properly issued and served subpoena may render that person in contempt of the magistrate.

(4) Findings and violation orders. At the conclusion of each violation hearing, the magistrate shall issue findings of fact, based on evidence in the record, and conclusions of law, and shall issue an order affording proper relief consistent with the powers granted in this article or by general law. The order may be stated orally at the hearing, and shall thereafter be reduced to writing and mailed or hand delivered to the respondent within ten working days after the hearing. The order shall include, but shall not be limited to any of the following:

- a. A notice that the order must be complied with by a specified date and that a fine, may be imposed if the order is not complied with by such date.
- b. Upon a finding of violation, any development order or development permit, as defined in F.S. ch. 163, any application for local business tax payment, any regulatory license granted by the village, and any annexation application entered into by the village council may be revoked, suspended or withheld by the magistrate until compliance is achieved.
- c. A certified copy of such order may be recorded in the official records of the county, and shall thereafter constitute notice to the respondent and any subsequent purchasers, successors in interest, or assigns (if the underlying violation concerns real property), that the findings therein shall be binding upon the respondent and any subsequent purchasers or successors in interest or assigns.
- d. The order may contain a provision for the payment of all costs of the action, including any repairs made by the village, regardless of any fine imposed, suspended or withheld.
- e. If following the date set for compliance by violation order of a magistrate, a code enforcement officer executes and records in the official records of the county, an affidavit indicating noncompliance by the respondent with the violation order, the violation order shall be self-executing, and shall take effect *nunc pro tunc* on the date following the date set for compliance in the violation order. No further action or hearing shall be required to establish the fine and costs contained in the violation order, or to establish a lien on the real or personal property of the respondent.

Sec. 26-29. - Transfer of real property ownership following citation, notice of violation or violation order.

If the owner of real property, that is subject to a compliance proceeding before the magistrate, transfers ownership of such property following receipt of a notice of violation, notice to appear, code citation or other pleading, the owner shall:

- (1) Disclose in writing the existence and the nature of the proceeding to every prospective buyer or transferee.
- (2) Deliver to the prospective buyer or transferee a copy of the pleadings, notices, and other materials relating to the code compliance proceeding received by the owner or transferor.
- (3) Disclose, in writing, to the prospective transferee that the transferee or new owner will be responsible for compliance with all applicable codes and with orders issued in the code

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compliance proceeding.

(4) File a notice with the village and the magistrate of the intended transfer of the property, with the identity and address of the contract owner and copies of the disclosures made to the contract owner, within five days from the date of notice to the contract purchaser.

(5) A failure to make the disclosures described in subsection (4) of this section or to provide for the payment of all fines, costs and interest, before the transfer of the real property shall create a rebuttable presumption of fraud by any person who fails to disclose or to provide for the payment of the fines, costs and interest, as provided herein, and the same may be prosecuted under the civil and criminal statutes of the state.

(6) If the property is transferred or conveyed prior to being heard by a magistrate, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to come into compliance before a fine is levied.

Sec. 26-30. - Schedule of fines and costs.

The village council hereby establishes the following schedule of fines and costs for various violations of the village codes and ordinances. **[See Inset Table "A".]** In lieu of using the schedule of costs contained in the Appendix to this code, the village may present reasonable actual costs to the magistrate for approval. In such instance, the respondent may *voir dire* the village regarding the costs, and present argument regarding the same.

VILLAGE OF INDIANTOWN, FLORIDA
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ADMINISTRATIVE ZONING VARIANCES

TABLE "A"

8-27	Hunting or killing animals	Mandatory
10-1	105.1.1 FBC—Building permit required	II
10-83	Unsafe building	II
10-84	Unsafe building—Occupancy	III
10-60	Unmaintained building—Occupancy	II
10-63	Minimum living standards	Mandatory
10-200	Contractor license required	III
20-20	General sanitation of property; and nuisances	II
20-21	Tall grass, weeds and underbrush (8 inches or more)	I
20-22	Trash and solid waste; mosquito breeding; nuisance	II
20-50	Abandoned, junked, inoperable vehicle and watercraft	II
26-28	Costs of Magistrate action (minimum)—Notice of Violation	\$300.00
26-28	Costs of Magistrate action (minimum)—Citation	\$100.00
34-9	Burial of debris	Mandatory
36-31	Site address numbers; required	I
40-37	Prohibited parking/standing/stopping	\$25.00
40-37	Blocking a driveway	\$25.00
40-37	Parking on a sidewalk	\$25.00
40-37	Parking in a loading zone	\$25.00
40-37	Parking left side to curb	\$25.00
40-37	Parking in a fire lane	\$25.00
40-37	Parking in "Emergency vehicle only" space	\$25.00
40-37	Failure to display disabled (handicapped) parking permit	\$25.00
40-37	Truck (one-ton or more) parking in a residential zone	\$25.00
40-37	Failure to park in a designated parking space	\$25.00
40-37	Parking in a "tow-away zone"	\$100.00
40-45	Illegal parking in handicapped space or access aisle	\$250.00
40-48	Truck parking in residential area	\$25.00
	Penalties for Certain Violations:	
Class I	1st violation (\$50.00); 2nd violation (\$100.00); 3rd or more violations (\$200.00); plus costs	
Class II	1st violation (\$100.00); 2nd violation (\$200.00); 3rd or more violation (\$400.00); plus costs	
Class III	1st violation (\$150.00); 2nd violation (\$300.00); 3rd violation (\$500.00); plus costs	
Mandatory	A mandatory appearance is required by the Respondent and subjects the violator to a fine of up to \$250.00 for a 1st violation, and a fine of up to \$500.00 for a repeat violation, as provided in this code; plus administrative costs	

VILLAGE OF INDIANTOWN, FLORIDA
ORDINANCE NO. 007 (2018)
ADMINISTRATIVE ZONING VARIANCES

Sec. 26-31. - Contempt proceedings.

In the event that any person shall fail to observe reasonably civil standards of conduct at a hearing before a magistrate, as the same may be required in a court of law, or in the event that any person shall fail, without reasonable excuse, to obey the appearance requirements in a uniform citation, a notice to appear, a summons or a subpoena properly served upon such person, then that person may be held in contempt of a magistrate proceeding, and upon a proper finding of contempt by a magistrate, such person shall be subject to a fine of up to \$1,000.00 which may be in addition to any other fines or costs levied by a magistrate for violations of the village codes.

Secs. 26-32—26-59. - Reserved.

SECTION 2. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 3. CONFLICTS. All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

SECTION 4. CODIFICATION. The provisions of Section 1 of this ordinance shall be codified at such time as the village council adopts a village code.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption.

PASSED on First Reading on the ____ day of _____, 2018.

VILLAGE OF INDIANTOWN, FLORIDA
ORDINANCE NO. 007 (2018)
ADMINISTRATIVE ZONING VARIANCES

Council Member _____ offered the foregoing ordinance on second reading, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNANDEZ, COUNCIL MEMBER				

ADOPTED on Second Reading this _____ day of _____, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

REVIEWED FOR FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
VILLAGE ATTORNEY

Village of Indiantown Code Enforcement

Why a Code Enforcement Program?

To help create and maintain a safe and healthy environment

To prevent physical and aesthetic deterioration of the community

To protect property values of residents and businesses

To reduce vandalism and deter crime

To publish standards for compliance that are based on reasonable and consistent enforcement of state and local laws and ordinances

To establish a framework for community involvement to resolve public nuisances

What is Code Enforcement?

The process of preventing, inspecting and mitigating nuisances on public and private premises relating to health, safety and general welfare.

- Defined by federal/state law and local ordinances

Code enforcement does not regulate aesthetics, taste, civil disputes, HOA violations, or noise.

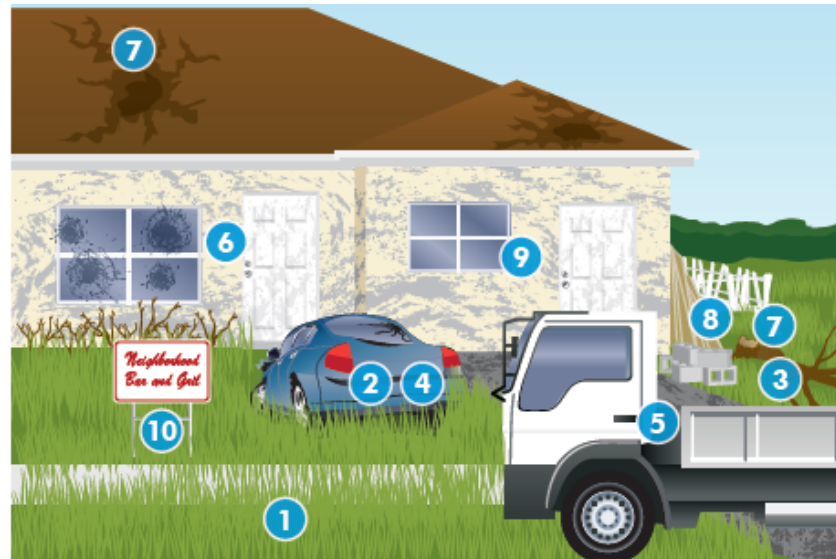
Code Enforcement Program Goal

To encourage both residential and commercial property owners to voluntarily resolve code violations on their property in order to ensure that Indiantown remains a community that is a clean and safe place to live, work, and play.

Program Overview

Three pronged comprehensive program:

1. Education and Communication
2. Organization-wide and Community-wide Support
3. Traditional Code Enforcement Program Enhancements



COMMON CODE VIOLATIONS

1. YARD MAINTENANCE STANDARDS

Maintenance of yards and swales/rights-of-way abutting property are the responsibility of the property owner. The right-of-way must be free of obstructions caused by trees, vegetation, or other objects.

2. INOPERATIVE MOTOR VEHICLES

Inoperative and/or derelict vehicles are not permitted. A vehicle is considered inoperative if a current tag isn't displayed and/or it is not fully equipped to legally and safely operate on public streets.

3. JUNK, TRASH AND DEBRIS

Junk, auto parts, furniture, trash, tires, building materials, tree trimmings, and any other debris cannot be left in the yard and must be properly disposed of.

4. PARKING

Parking is permitted for passenger cars and motorcycles in residential properties only on a legal driveway or in a garage.

5. COMMERCIAL EQUIPMENT

Commercial equipment and vehicles cannot be parked or stored in a residential area unless they are properly enclosed structure.

6. MAINTENANCE OF STRUCTURES

Exterior building structures and walls shall be maintained in a secure and attractive manner.

7. CONDITION OF STRUCTURES

Any wood, siding, shingles, roof covering, railings, fences, walls, ceilings, porches, doors, windows, screens, and other exterior parts of a structure must be maintained in weather tight, rodent proof, sound condition and in good repair. An owner may need to board up a vacant structure.

8. OUTDOOR STORAGE

Outdoor storage is prohibited. You may not keep indoor furniture, household appliances, auto parts, building materials, or any other similar items outside.

9. ILLEGAL DWELLING UNITS

Dwelling units added to interior/exterior of a structure without proper permits are illegal regardless of how long they have existed.

10. PROHIBITED BUSINESSES

Most businesses are not allowed to operate in residential areas. Engaging in a business requires a Business Tax Receipt and zoning approval.

Typical Enforcement Process

1. Verbal/education warning
2. Door tags/written warning
3. City Ordinance Citation – Instant penalty
4. Notice of Violation
5. Code Enforcement Board Hearing/Magistrates Hearing
6. Daily Fines – Penalties accumulate

Public Education

Website

Brochures

Town Hall Meetings

Neighborhood Meetings

Media Releases

Operations

Software for tracking the violations

Part-time code enforcement officer

Magistrate costs

Equipment

Door hangers and other print materials

Questions/Discussion

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: September 13, 2018

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: ORDINANCE NO. 009 (2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROHIBITING CERTAIN NUISANCES, INCLUDING OVERGROWTH OF LOTS, AND UNSANITARY CONDITIONS, AND PROVIDING ALTERNATIVE ENFORCEMENT PROCEDURES FOR THE VILLAGE OF INDIANTOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY OF ITEM: This item starts to give the code enforcement officer(s) the ordinances they need to charge violations of common problem issues in any municipality. It provides for nuisances to become violations of the village code. As you read through this ordinance you will see the most common types of violations in the community.

RECOMMENDATION: Approve Ordinance No 009 (2018) on Second Reading.

PREPARED BY: P. Nicoletti DATE: 8/2/2018

REVIEWED BY: P. Nicoletti DATE: 8/2/2018

APPROVED BY: Teresa Lamar-Sarno DATE: 9/7/2018

ATTACHMENTS:

Description

Ord. 009 (2018) Lot Clean & Nuisances



VILLAGE OF INDIANTOWN, FLORIDA

ORDINANCE NO. 009 (2018)

AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROHIBITING CERTAIN NUISANCES, INCLUDING OVERGROWTH OF LOTS, AND UNSANITARY CONDITIONS, AND PROVIDING ALTERNATIVE ENFORCEMENT PROCEDURES FOR THE VILLAGE OF INDIANTOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Village Council of the Village of Indiantown has determined that as it establishes a village code of ordinances, it is prudent and appropriate to provide an for the prohibition of certain nuisances and to provide for a means of enforcement of those codes.

BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA:

SECTION 1. LOT CLEANING AND NUISANCES. The following provisions are hereby adopted as part of the Village Code of Ordinances.

Chapter 20. ENVIRONMENT

ARTICLE I. - IN GENERAL

Secs. 20-1—20-18. - Reserved.

ARTICLE II. - LOT CLEANING AND NUISANCES

Sec. 20-19. - Responsibility of village manager.

The village manager shall cause all real property in the village to be inspected to determine the condition thereof and whether the same is clean, sanitary and free from nuisances, overgrowth, trash, and solid waste.

Sec. 20-20. - General sanitation of property; nuisances.

(a) This article shall be applicable to all persons having a legal or beneficial ownership of, or having possession, or overseeing, or occupying, any real property located in the village, as an owner, mortgagee, tenant, occupant or otherwise, whether vacant or occupied, improved or unimproved.

(b) No owner or lessee of any real property within the village shall allow it to become unclean, unsanitary, or overgrown with grass and weeds, or allow rubbish or other noxious or unhealthy material to accumulate thereon.

(c) Nuisances as described in this article are prohibited.

Nuisance means any of the following conditions:

(1) Any "public nuisance" or "attractive nuisance" known at common law or in equity jurisprudence.

(2) An "attractive nuisance" is one which may prove detrimental to children or others, whether in a building, on the premises of a building, or upon an unoccupied lot including but not limited to an abandoned well shaft, swimming pools, dismantled or wrecked vehicles or parts thereof, basements, excavations, abandoned refrigerators, a structurally unsound fence or other structure, and lumber, trash, debris or vegetation.

(3) Whatever is dangerous to human life or is detrimental to health as determined by the proper environmental authority.

(4) The overcrowding of a room or building with occupants.

(5) Insufficient ventilation or illumination in a room or building.

(6) Inadequate or unsanitary sewage or plumbing facilities.

(7) Inadequate or unsafe electrical wires, appliances, or fixtures.

(7) An unclean premise, which has excessive dirt, standing water, grease, soil, accumulation of paper, cardboard, building materials, which is unsafe or unsanitary as determined by the proper code authority.

(8) Any substance that renders air, food, or drink unwholesome or detrimental to the health of

human beings or animals as determined by the proper code authority.

(9) Any place or premises used on more than two occasions within the past 12 months as the site of the unlawful sale or delivery of controlled substances.

(10) Any condition that causes appreciable harm or material detriment to the property values of surrounding properties.

(11) Any condition likely to harbor rats, snakes, vermin, or other animals or insects, the existence of which may cause a hazard to human health.

(12) Unsecured openings including but not limited to broken windows and doors in a structure which invites entry by unauthorized persons.

Sec. 20-21. - Duty to keep property mowed.

The owners, custodians, agents, lessees or occupants of real property within the village shall not permit the grass, weeds, flora or underbrush thereon to exceed a height of eight (8") inches above the grade of the land, including any elevated and depressed areas. All such materials shall be cut and maintained to a height of eight inches or less and cuttings shall be either removed from the property or mulched. All such materials shall be cut and removed or mulched within ten calendar days of notice to do so issued by the village as provided in this article.

Sec. 20-22. - Duty to keep land free from trash and other solid waste.

(a) All lands in the village shall be kept free from any kind of trash and other solid waste, including specifically, but without limitation, any broken tree limbs, leaves or branches, and uncontained garbage or refuse or any other type of material which might conceal pools of water, create breeding grounds for mosquitoes, or which might be otherwise detrimental to the health or safety of the inhabitants of the village. The existence of any such trash or filth is declared to be a public nuisance.

(b) The owners, custodians, agents, lessees or occupants of real property within the village shall not permit the accumulation thereon of dead and dying trees and limbs; overgrown grass and other flora; rubbish, trash and other refuse, including discarded appliances, furniture, tools, machinery, equipment, metal goods or other solid waste.

Sec. 20-23. - Nuisance abatement; notice.

If any property is kept or maintained in a condition in violation of this article, the village manager shall cause a notice to be hand delivered or sent by certified mail to the record owner as shown by the latest tax roll promulgated by the county property appraiser, notifying such owner and any occupants of the necessity of abating a nuisance, and the nature and extent of the work to be done. Such notice shall be in substantially the following form:

VILLAGE OF INDIANTOWN, FLORIDA
ORDINANCE NO. 009 (2018)
LOT CLEANING AND NUISANCES; JUNKED, WRECKED AND ABANDONED VEHICLES

NOTICE TO ABATE NUISANCE

DATE:	
ADDRESSEE:	
STREET ADDRESS:	
PROPERTY DESCRIPTION:	
As the owner of record of the above described property, you are hereby notified that the village manager of Indiantown, Florida, by or through an affidavit of an enforcement officer filed on the _____ day of _____, 20 _____, has determined that a nuisance exists upon such property, caused by:	
_____ Weeds, grass or underbrush over 8 inches in height.	
_____ Accumulation of trash, yard waste, or outdoor storage (except on construction sites).	
_____ Inoperable or abandoned property, including motor vehicles.	
_____ Standing water with no treatment.	
_____ Rats or other vermin observed, to wit: _____	
_____ Other Nuisance: _____	
You are hereby notified that you must abate this nuisance within ten days of receipt of this notice. If you fail to do so, the village manager will have it done, and all costs thereof will be levied as an assessment against your property.	
You may appeal the decision of the village manager that the property constitutes a nuisance to the village magistrate within ten days of receipt of this notice. To appeal, you must notify the village clerk of your appeal in writing. The appeal will be scheduled before the village magistrate as soon thereafter as practicable.	
	Village Manager, Village of Indiantown, Florida

Sec. 20-24. - Village to abate if owner fails.

If the property owner has not caused the nuisance as described in the notice issued under section 20-23 to be abated within ten (10) days from the date of the giving of notice as aforesaid, the village shall forthwith abate the same and may, through its employees, agents or contractors, enter upon the property and take such steps as are reasonably required to effect abatement.

Sec. 20-25. - Lien resolution.

Unless within the ten-day-notice period the owner causes the nuisance to be abated or files an appeal to the village magistrate in the manner provided in this article, the village manager shall cause the nuisance to be abated by the village. The employees, agents, or contractors of the village shall enter upon the property and take such steps as are reasonably required to effect abatement. Thereafter, the village manager shall report the cost of abatement to the village council and the village council shall, by resolution, provide that the cost to the village of

abatement, including an administrative charge as currently established or as hereafter adopted by resolution of the village council from time to time in **appendix A** to this Code shall constitute a lien against the property on which the nuisance was abated of equal dignity with taxes for the year in which such expenditure was incurred. Notice of the amount of the assessment to be levied shall be given to the property owner by mail not less than ten days prior to the date of adoption of the resolution. The owner shall be advised of the date, time and place at which the resolution will be considered by the village council and of the opportunity to be heard by the village council regarding the amount to be assessed. The resolution shall describe the land on which the nuisance was abated, show the cost of abatement, and specify the administrative fee. The date of adoption of the resolution shall be the date of the levy of the assessment. Assessments shall be due on the date of levy and shall become delinquent 30 days thereafter.

Sec. 20-26. - Appeal to village magistrate.

- (a) Within ten days from the notice provided in section 20-23, the owner of the property described in such notice may appeal the decision of the village manager by filing in the office of the village clerk a notice of appeal.
- (b) The village manager shall place the appeal on the next magistrate docket for hearing, and notify the owner by mail of the date, time, and place of such hearing.
- (c) At such hearing, the owner may introduce any relevant evidence to show why the determination that a nuisance exists should be reversed or modified. The village manager may introduce any relevant evidence in support of a finding of nuisance.
- (d) At the conclusion of the hearing, the village magistrate shall render a decision to reverse, or modify the findings of the village manager, or affirming such findings and directing that the nuisance be abated within a specific time, and providing the cost of such abatement, including any applicable administrative fees, which may be assessed as a lien against the property in the manner provided in section 20-25.
- (e) Should the property owner fail to do so, the village manager shall cause the nuisance to be abated and shall present the costs of doing so to the village council, as provided in section 20-25. The costs of abatement incurred by the village shall thereafter be assessed as a lien against the property as provided in such section.

Sec. 20-27. - When liens effective; priority.

A lien imposed pursuant to this article shall be effective against the real property upon which it has been levied at the time of adoption of the resolution. Such liens may be recorded in the public records of the county, and shall be superior to all other liens imposed, except liens for taxes, paving, and other special assessment liens imposed by the village.

Sec. 20-28. - Enforcement of assessments.

Assessments resulting from the procedure set forth in this article, together with interests, costs, and a reasonable attorney's fee, may be enforced by the village as in the manner provided in Chap. 173, Florida Statutes, for the foreclosure of municipal tax and special assessment liens or foreclosed in the same manner in which mortgage liens are foreclosed. Proceedings to foreclose

these liens may be initiated at any time within 20 years of levy.

Sec. 20-29. - Recording of resolution assessing liens; notice to owner.

A resolution assessing a lien under section 20-25 shall be filed in the office of the village clerk. The village clerk shall mail a copy of such resolution to the owner for each of the parcels of land described in the resolution at the last available address for such owner. As soon as possible after an assessment has become delinquent, the village clerk shall record a certified copy of the resolution assessing a lien in the public records of the county.

Sec. 20-30. - Payment of assessments; accumulation of interest.

Upon passage of the resolution provided for in section 20-25, the assessment of costs under such resolution shall become effective as a lien against the property described in such resolution and shall remain a legal, valid, and binding lien against such property until paid. Such assessment shall be payable at once upon adoption of the resolution and shall draw interest from that date at the rate of 12 percent per annum until fully paid.

Secs. 20-31—20-48. - Reserved.

ARTICLE III. - JUNKED, WRECKED, ABANDONED PROPERTY

Sec. 20-49. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned property means any tangible personal property, including a motor vehicle, watercraft, or equipment, located on public or private property either in a wrecked, inoperative, or partially dismantled condition and which has no apparent value to its owner or which is found under such circumstances as warrant a reasonable inference that its owner has disposed of same. Vessels determined to be derelict by the Florida Fish and Wildlife Conservation Council in accordance with the provisions of F.S. § 823.11 shall not be included in this definition.

Antique motor vehicle means any motor vehicle of 30 years or more which is registered with the state pursuant to F.S. § 320.086.

Inoperable and/or abandoned watercraft means any boat, vessel or other watercraft designed for use as a conveyance on water, regardless of location outdoors:

(a) If a valid and current registration or license decal, required by federal or state law, is not affixed thereto more than 30 days after expiration; or

(b) When any watercraft is wrecked, sunk, dismantled, or incapable of operation on water.

(c) This definition shall not include any watercraft that is fully enclosed in a structure, or under active repair or restoration.

Inoperable motor vehicle means a motor vehicle upon which a valid and current motor vehicle

license tag is not affixed. This definition shall not include any motor vehicle located on private property which is owned or leased by an active automobile dealer, new or used, or any ancient or antique vehicle which is registered with the state pursuant to F.S. § 320.086.

Motor vehicle means a vehicle or conveyance which is self-propelled or designed to be pulled or towed by a self-propelled vehicle and designed to travel along the ground, and includes, but is not limited to, automobiles, buses, mopeds, motorcycles, trucks, tractors, go-carts, golf carts, campers, motor homes and trailers; and any conveyance included in the statutory definition of motor vehicle.

Outdoor storage means an area not within an enclosed building which is used for the outdoor storage of any materials (loose or packaged), goods, merchandise or equipment that are not actively being used.

Wrecked motor vehicle means a motor vehicle the condition of which is dismantled or otherwise incapable of operation for any reason on a public street, or from which the wheels, engine, transmission or any substantial part thereof has been removed.

Sec. 20-50. - Prohibited acts; violation a public nuisance; jurisdiction of code enforcement board.

(a) It shall be unlawful for any person to park, store, or leave, or to permit the parking, storing or leaving of, upon any public or private property within the village, any of the following:

- (1) Abandoned property;
- (2) A wrecked motor vehicle; or
- (3) An inoperable watercraft of any kind, whether attended or not.

(b) It shall be unlawful for any person to park, store, or leave, or to permit the parking, storing or leaving of, an inoperable motor vehicle on public property for a continuous period of more than 72 hours.

(c) A violation of this section shall constitute a public nuisance, which may be abated as provided in this article. A violation of this section shall also be deemed a violation of this Code within the jurisdiction of the village magistrate. Nothing in this article shall be deemed to preclude the simultaneous commencement by the village of both nuisance abatement proceedings in accordance herewith and proceedings before the village magistrate.

Sec. 20-51. - Exceptions to article provisions.

The provisions of this article shall not apply to:

- (1) Any property, motor vehicle or watercraft located on private property which is completely enclosed within a building or which is completely covered with a properly secured opaque covering, or which is held in connection with a business enterprise lawfully licensed by the village for the servicing and repair of motor vehicles and properly operated in an appropriate business zone pursuant to the zoning ordinances of the village. A properly secured covering is one that is properly sized for the vehicle and made of a tear-resistant material that is at least a three-layer poly-cotton or a polypropylene fabric with double stitched seams and grommets along the edges. The cover shall be secured with a rope, strap or cable and with an appropriate buckle, clasp or other locking device.

(2) Any ancient or antique vehicle which is registered with the state pursuant to F.S. § 320.086. However, no more than two antique motor vehicles may be retained by the same owner for collection purposes unless they are appropriately stored.

Sec. 20-52. - Procedures and remedies in addition to those set forth in state law.

In addition to the procedures and remedies set forth in F.S. ch. 705, relating to lost or abandoned property, the public nuisance of abandoned property and of wrecked or inoperable motor vehicles may be abated as provided in this article.

Sec. 20-53. - Notice of violation.

(a) When a code enforcement officer finds abandoned property or a wrecked motor vehicle or inoperable watercraft on public or private property or finds an inoperable motor vehicle on public property in violation of the provisions of this article, the code enforcement officer may cause a notice to be placed upon such article in substantially the following form:

**NOTICE TO THE OWNER AND ALL PERSONS
INTERESTED IN THE DESCRIBED PROPERTY**

This property, to wit: (setting forth brief description) located at (setting forth brief description of location) is improperly stored and is in violation of (setting forth ordinance or regulation violated) and must be removed within ten days from the date of this notice unless a hearing has been demanded in accordance with the terms of this article, within seven days of the date of this notice; otherwise, it shall be presumed to be abandoned property and will be removed and destroyed by order of the Village of Indiantown, and the owner will be liable for the costs of removal and destruction. Dated this: (setting forth date of posting of notice). Signed: (setting forth name, title, address, telephone number of enforcement officer).

Such notice shall be not less than eight inches by ten inches and shall be sufficiently weatherproof to withstand normal exposure to the elements for a period of ten days.

(b) If the abandoned property or the wrecked or inoperable motor vehicle or watercraft is located on private property, the code enforcement officer shall mail a copy of the notice to the owner of the private property upon which the abandoned articles are located as shown by the ad valorem tax records of the county, and, if the abandoned property is a motor vehicle or boat, shall make a reasonable effort to ascertain the name and address of the owner and shall mail a copy of the notice to such owner. The notice shall also advise the person to whom the notice is applicable that he has seven days from the date of mailing of the notice to file a written petition to the village manager or his designee for a hearing before the code enforcement board which shall be held within 15 days of the date the petition is received by the village manager.

Sec. 20-54. - Removal.

The owner of abandoned property or of a wrecked or inoperable motor vehicle or watercraft, and the owner of the private property on which such property is located, if applicable, are

individually responsible to abate the nuisance caused by such property in accordance with the requirements of the notice. If the nuisance is not so abated, such owners shall be jointly and severally liable to the village for all costs incurred by the village in abating the nuisance including the costs of removal and destruction of such property, less any salvage value received by the village. The village shall notify such owners of the amount owed and of the penalty. If an owner or other interested person has not requested a hearing within seven days, the village shall have the right to abate the nuisance at the expense of the owner.

Sec. 20-55. - Hearing.

The issues to be determined at the hearing are whether the conditions creating a nuisance exist, whether the conditions should be abated by the village at the expense of the owner, and the time limits for such abatement by the owner. The cause or origin of the condition shall not be a defense against the requirement that the condition shall be abated by the owner. If after a hearing the magistrate determines that the conditions which exist on the property constitute a public nuisance, the owner of the property shall have an additional seven days to correct or remove the conditions after which the village shall have the right to have the conditions abated at the expense of the property owner.

Sec. 20-56. - Lien.

If, at the end of ten days after posting the notice of violation, the owner or any person interested in the property described in such notice has not removed the property and otherwise complied with the notice, the code enforcement officer may cause the property to be removed or destroyed. The salvage value, if any, of such property shall be retained by the village to be applied against the cost of removal and destruction thereof, unless the cost of removal and destruction are paid by the owner as provided in section 20-59. If the village has abated the nuisance and payment is not received within 30 days thereafter, the village may place a lien against the property on which the nuisance was located, if applicable, for the cost of the work, including inspection and administration costs, plus interest at the rate of 12 percent per annum, plus reasonable attorneys' fees and other costs of collecting such sums, without further hearing.

Sec. 20-57. - Notification of removal.

(a) The code enforcement officer, after taking possession of any motor vehicle pursuant to this article, shall furnish notice in accordance with this section by certified mail return receipt requested to the last known registered owner of the motor vehicle at his last known address within 15 days of the date of which possession of the motor vehicle is taken, with a copy of the notice to the owner or occupant of the real property from which the vehicle is taken. The code enforcement officer shall also contact the state department of motor vehicles, and such other agencies and departments of government in this and other states as are reasonably necessary to ascertain the names and addresses of other persons with record interests in the motor vehicle, including lienholders. Such other persons shall be given notice in the same manner as stated in the previous section.

(b) Notice under this section shall contain the following information:

- (1) Year, make, model, color, and serial number of the motor vehicle.
- (2) The name and address of the last known registered owner of the motor vehicle, if available.
- (3) The vehicle registration number and the title registration number of the motor vehicle, if available.
- (4) The date on which the motor vehicle was removed.
- (5) The location from which the motor vehicle was removed.
- (6) The location in which the motor vehicle is being stored or in the alternative a number to contact.

The notice shall also advise the persons to whom it is given that the person who is entitled to possession of the motor vehicle may reclaim it upon payment to the village of all charges incurred by the village and the removal and storage of the motor vehicle except that if such reclamation is not made within 20 days after date of the notice, the right to reclaim the motor vehicle as well as all right, title and interest of such person in the vehicle shall be deemed to be waived and that such person shall be deemed to have consented to the disposition of the motor vehicle by the village.

(c) If the village is unable to identify properly the last registered owner of any motor vehicle or if unable to obtain with reasonable certainty the names and addresses of the owner or other interested parties, including lienholders, it shall be sufficient notice under this section to publish the notice once in one newspaper of general circulation in the village. Such notice by publication may contain multiple listings of motor vehicles.

(d) A copy of any notice required in this section, as well as a copy of any certificate of sale issued hereunder by the village or its designee, shall be forwarded to the state division of motor vehicles.

Sec. 20-58. - Nuisance abatement bid procedure.

The services entailed in carrying out the abatement of nuisances under this article may be performed by the village or be performed by an independent contractor obtained pursuant to the village's normal acquisition practices.

Sec. 20-59. - Assessment of costs, interest and attorney's fee; lien.

(a) Assessment. As soon after the abatement as feasible, the village manager shall report to the village council the cost of such abatement, including the costs of inspection and administration. Thereafter, the village council shall by resolution assess the cost against any or all of the assets of the owner of the property or against the property from which the vehicle was removed. Such resolution shall describe the property assessed, including costs of inspection and administration, and indicate that the assessment shall bear interest at the rate of eight percent per annum plus, if collection proceedings are necessary, that the property owner would be required to pay the cost of such proceedings including a reasonable attorney's fee. Such resolution shall become effective immediately upon adoption, and the assessment contained therein shall become due and payable after the mailing date of the notice of such assessment. If payment has not been received within the 30 days after the mailing date of the notice of assessment, the village clerk shall record a certified copy of the resolution in the public records of the county, and upon the date

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and time of recording the certified copy of the resolution a lien shall become effective on the subject property which shall secure the cost of abatement, including costs of inspection and administration, and collection costs including a reasonable attorney's fee. At the time the village clerk sends the certified copy of the resolution for recording a notice shall also be mailed to the property owner in substantially the following form:

NOTICE OF LIEN

TO:	
ADDRESS:	
<p>You are hereby advised that the Village of Indiantown did on or about the ____ day of _____, 20____, abate the nuisance which was found to exist on your property.</p> <p>The nuisance was abated at a cost, including costs of inspection and administration, of \$ _____. In accordance with village ordinances my office has previously mailed to you a notice of assessment requesting payment.</p> <p>The required payment has not been received; therefore, pursuant to village ordinance requirements a lien has been recorded against your property in the form of the attached resolution. Please take notice that the resolution, in addition to the original cost of the abatement, requires payment of eight percent interest per annum and the cost of collection including a reasonable attorney's fee. At such time as the Village of Indiantown has received payment for such lien, the village manager or designated representative will execute a release thereof to remove the lien from your property, the recording cost of which shall be borne by you.</p>	
DATE:	VILLAGE OF INDIANTOWN, FLORIDA
SIGNED:	
	VILLAGE MANAGER

(b) Enforcement of assessment. The village may enforce the assessment by either an action at law or foreclosure of the lien, which shall be foreclosed in the same manner as mortgages are foreclosed under state law. In either type of action, the village shall be entitled to interest at the rate of eight percent from the date of assessment, collection costs, and a reasonable attorney's fee.

SECTION 2. SEVERABILITY. The provisions of this Ordinance are severable;

and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

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SECTION 3. CONFLICTS. All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

SECTION 4. CODIFICATION. The provisions of Section 1 of this ordinance shall be codified at such time as the village council adopts a village code.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption.

PASSED on First Reading on the ____ day of _____, 2018.

Council Member _____ offered the foregoing ordinance on second reading, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNANDEZ, COUNCIL MEMBER				

ADOPTED on Second Reading this ____ day of _____, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

VILLAGE OF INDIANTOWN, FLORIDA

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REVIEWED FOR FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
VILLAGE ATTORNEY