



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

June 14, 2018
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 HERNANDEZ

ADMINISTRATION
TERESA LAMAR-SARNO, VILLAGE MANAGER
PAUL J. NICOLETTI, VILLAGE ATTORNEY

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 special accommodation, please contact Cheryl White, Village Clerk, by telephone at (772) 597-9900 or by email at cwhite@indiantown.org. If you are hearing impaired, please contact the Florida Relay Service, Dial 711, or call 800-682-8706 (English); 800-682-8786 (Espanol); 800-855-2886 (TTY).

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

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS

1. FLORIDA COMMUNITY HEALTH CENTER PRESENTATION ON CAPITAL IMPROVEMENTS.
2. TREASURE COAST REGIONAL PLANNING COUNCIL PRESENTATION OF THE DRAFT MISSION AND VISION STATEMENT
3. COMPREHENSIVE PLAN REVIEW COMMITTEE UPDATE

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.

CONSENT CALENDAR

*-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.*

4. Village of Indiantown Council Minutes of May 10, 2018 and May 24, 2018 for approval. (RC)

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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5. CERTIFICATE OF APPRECIATION: SUPERVISOR OF ELECTIONS
6. Resolution No. 26-2018; Approving a Rental Agreement with Indiantown Civic Club, Inc.

Motion to Approve Resolution No. 26-2018

REGULAR AGENDA

7. Village Attorney Selection Process

Approve motion to begin Village Attorney Selection process as proposed by the Village Manager

DISCUSSION ITEMS

8. VILLAGE MANAGER CONTRACT

Motion to Approve the advertisement for the position of Village Manager.

9. UPDATE ON MARTIN COUNTY INTERLOCAL AGREEMENTS

COMMENTS FROM THE PUBLIC

ANNOUNCEMENTS

NEXT REGULAR MEETING

ADJOURNMENT

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: June 14, 2018

MEETING TYPE: Regular Council Meeting

AGENDA ITEM TITLE: FLORIDA COMMUNITY HEALTH CENTER PRESENTATION ON
CAPITAL IMPROVEMENTS.

SUMMARY OF ITEM: Dr. Lewis, CEO of Florida Community Health Center will provide an update on
the capital improvements to the Indiantown facility.

RECOMMENDATION: n/a

PREPARED BY: Teresa Lamar-Sarno

DATE: 6/5/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: June 14, 2018

MEETING TYPE: Regular Council Meeting

AGENDA ITEM TITLE: TREASURE COAST REGIONAL PLANNING COUNCIL
PRESENTATION OF THE DRAFT MISSION AND VISION
STATEMENT

SUMMARY OF ITEM: On Saturday, May 12th the Village of Indiantown held a Strategic Planning Workshop facilitated by the Treasure Coast Regional Planning Council. This presentation will provide an overview of the results of the workshop and the draft Mission and Vision Statements. Treasure Coast Regional Planning Council will be making a full presentation on the Strategic Planning Workshop and Mission.

RECOMMENDATION: Accept the report; request staff to return an agenda item for adoption as the Village of Indiantown Mission and Vision Statement.

PREPARED BY: Teresa Lamar-Sarno

DATE: 6/4/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

ATTACHMENTS:

Description

Strategic Plan: Mission and Vision

Notes from the Strategic Planning Workshop



VILLAGE OF INDIANTOWN, FLORIDA

(DRAFT for STAFF REVIEW, rev. 6/5/2018)

NOTE TO READERS: This document represents draft Mission, Vision and Value Statements for the Village of Indiantown, Florida, which are intended to convey the priorities of the Village to its citizens, business and property owners, and the public. The document also contains recommended Village Council priority actions for the short-term (years 1-5) and long-term (years 6-10) planning horizons. Public input for these items was gathered at the Village's Strategic Visioning Workshop, held on 5/12/2018, facilitated by the Treasure Coast Regional Planning Council (www.tcrpc.org) at the request of the Village Council.

MISSION

The Village of Indiantown is dedicated to creating a sustainable community with high-quality neighborhoods, civic engagement, and economic prosperity while proudly maintaining our small-town feel and sense of community.

VISION

We envision an economically vibrant, diverse, and welcoming community with friendly neighborhoods, quality education, and a healthy environment that celebrates its small-town feel, heritage, and rural character.

VALUE STATEMENTS

- Celebrating Authenticity and Heritage
- Promoting Healthy, Safe Neighborhoods
- Preserving a Family-Friendly Community
- Implementing an Action-Oriented Government
- Encouraging Collaboration and Sustainable Investment
- Advancing Thoughtful, Well-Planned Growth & Development
- Preserving an Independent, Self-Reliant Citizenry

STRATEGIC PRIORITY ACTIONS

SHORT-TERM PRIORITY ACTIONS (YEARS 1-5)	TIMEFRAME
Finalize Village Boundary	Year 1
Finalize Village Staffing Plan	Year 1
Establish Citizen-Based Advisory Groups (e.g., ILAs, Municipal Assets & CIP, Budget Oversight, Local Planning Agency/Comprehensive Plan)	Year 1
Finalize Providers & Fee Structure for Delivery of Municipal Services (phased over time)	Year 1
Statements of Mission, Vision & Values	Year 1
Petition to FDOT for “Village of Indiantown” directional signs (on Turnpike)	Year 1
Annual Budget with 5-Year Projections	Year 1
Re-establish Community Redevelopment Agency	Year 1
Interlocal Agreements with Martin County (and/or others)	Years 1-2
Public Asset Transfer Plan (& corresponding Interlocal Agreements (ILAs))	Years 1-2
Comprehensive Plan (includes 5-Year Capital Improvements Program (CIP))	Years 1-2
Community Code Enforcement Program (e.g., education, compliance assistance)	Years 1-2
Emergency Operations / Continuity of Operations Plan (COOP)	Year 2
Municipal Code & Land Development Regulations (LDRs)	Years 2-3
Stormwater Utility	Year 3
Interagency Coalition & Social Services Network Assessment	Year 4
“Indiantown Cares” Citizen Education Program	Year 4
10-year CIP (includes potential grant programs)	Year 5
Business Start-Up Toolkit (e.g., local business inventory with contact information, preferential lenders, economic resources)	Year 5
New Resident Welcome Package (e.g., local business inventory with contact information, local services, utility & municipal services information)	Year 5

LONG-TERM PRIORITY ACTIONS (YEARS 6-10)	TIMEFRAME
Municipal Utility Acquisition Evaluation (water, sewer)	Year 6
Warfield/710 Corridor Redesign Plan	Years 6-7
20-Year CIP (includes potential grant programs)	Year 6+ TBD
Economic Development Plan	Year 6+ TBD
Educational Plan & Early Childhood Learning Strategy (may include interlocal agreement with Martin County School District)	Year 6+ TBD
Workforce Development Strategy and Program (includes potential trade school)	Year 6+ TBD
Health Care Services Assessment (e.g., insurance coverage, clinic access, prevention programs, community health assessment)	Year 6+ TBD
Housing Reinvestment Plan (e.g., homeownership, weatherization, improvements)	Year 6+ TBD
Booker Park Revitalization Program	Year 6+ TBD
Community Recreation Program	Year 6+ TBD
Village-Wide Clean Up & Beautification Programs	Year 6+ TBD
Literacy Program	Year 6+ TBD
Community Assets Inventory (e.g., cultural, historic, environmental)	Year 6+ TBD
Market Study	Year 6+ TBD

VILLAGE OF INDIANTOWN
STRATEGIC VISIONING WORKSHOP

General Meeting Notes

SATURDAY, MAY 12, 2018
9:00 AM

Indiantown Non-Profit Housing Office
15516 SW Osceola Street; Indiantown, Florida 34956

*Meeting facilitated by Treasure Coast Regional Planning Council (TCRPC)
at the request of the Village of Indiantown*

NOTE TO READERS: This document reflects general meeting notes and key points of discussion raised during the strategic workshop with Council members, Village staff, citizens, and members of the public. General meeting notes were prepared by Dr. Kim DeLaney, TCRPC, www.tcrpc.org.

Participants

Village Council Members

Susan Gibbs Thomas, Mayor
Guyton Stone, Vice Mayor
Jackie Gary Clarke, Council Member
Anthony Dowling, Council Member
Janet Hernandez, Council Member

Village Staff

Teresa Lamar-Sarno, Village Manager
Paul Nicoletti, Village Attorney

TCRPC Staff

Thomas Lanahan, Deputy Executive Director
Kim DeLaney, Ph.D., Director of Strategic Development and Policy
Stephanie Heidt, AICP, Intergovernmental/Brownfields Coordinator

Additional participants, including citizens and members of the public, are noted on the sign-in sheets included as Attachment 1.

General Meeting Notes

- Village staff provided a general welcome, indicated the purpose of the workshop and introduced staff representatives from TCRPC.
- TCRPC initiated the workshop and reviewed the workshop agenda, goals, and desired outcomes. The agency noted the workshop would include two sections – a first section to assist the Council and community in discussing the Village’s mission, vision, and values, and the second section to review potential short-term and long-term actions and priorities for the Council’s consideration. TCRPC indicated the workshop was open to the public, that public comment was welcome, and a summary of the workshop discussion along with findings and recommendations would be provided back to the Village Council at its June 14, 2018 meeting. Workshop attendees provided self-introductions. (Workshop agenda is included as Attachment 2.)
- TCRPC provided a presentation with background materials including a brief history of Indiantown’s development and key demographic indicators, followed by definitions of “mission,” “vision,” and “value” statements. The presentation also included sample statements from other local governments and organizations. (Presentation is included as Attachment 3.)
- TCRPC facilitated a discussion related to mission, vision, and value concepts as related to the Village of Indiantown. Key points raised by workshop participants are noted as follows.

Discussion

Responding to a discussion question that asked ... 20 years from now, what do you want the future Village of Indiantown to look like, participants indicated the following:

- It will be a place where kids and college students want to come home.
 - Jobs
 - Quality housing
 - Places to hang out
- It will have quality recreation.
 - Sports (leagues, programs)
 - Community participation
- It will have expansive education.
 - Trade schools for workforce training
 - Early education – to keep kids from falling through the cracks, especially those who cannot afford YMCA or other programs
- It will have a strong entrepreneurial spirit.
 - Make it easier for businesses to come here (simplify regulations at all levels, all level of business owners and investors should have the opportunity to join)
 - Streamline the process (make it clear, concise, consistent)
 - Develop a system with mentors for investors
 - Break down barriers
 - Help people navigate the process

- Ombudsman
- It will have improved communication.
 - Foster “intentional relationships” and “community integration” as key aspects of the Village.
 - Be more welcoming and inclusive – get to know everyone in the Village, not just within your neighborhood.
 - More effective and extensive forms of outreach (e.g., greater consideration given to diversity, age, race, ethnicity, language variations)
 - Consider varying access to the Internet and individuals that have limited access
 - Need a flow of communication between and among all citizens
 - Utilize television
 - Communication should be trilingual
 - Identify experts within the ethnical communities with mastery of different languages (to help make all citizens feel included)
 - Develop a bank of language experts from the community
 - Expand community integration to improve communication outreach
- It will have good networking.
 - Community events to help build sense of community out the word
 - Food truck Friday
 - Movies in the park
 - Develop a calendar of community events
- It will have an improved and renewed sense of community.
 - Historically, most police officers, teachers, etc. lived in the town. Want the Village to progress and go forward but recapture that sense of community
 - Serve the community – live in the community (reinforces sense of community)
 - Live here, work here, play here
 - Know everyone walking down the street
 - As the Village becomes more desirable, that reintegration of “essential services employees” (e.g., police, fire, teachers, Village staff, medical staff) within the community will happen
 - Community stabilization

When asked what challenges the Village of Indiantown is facing, participants noted the following:

- Need to understand what is holding employment rates down.
 - Need to identify the remedies for low employment
 - Need to identify and develop strategies to solve this
 - Need to understand why the education level is low
 - CareerSource can help train
 - Identify the youth in the community that can become interns at companies (e.g., through job fairs and community outreach)
- Cultural values/family values very important to the community.
 - Need to have the community involved in planning & implementing events
 - Need to expand cultural sensitivity and develop events that involve all cultures (e.g., ethnically diverse cook-off could bring the different community groups together)
 - There is a desire to protect and celebrate cultural diversity

- Want kids to stay in the community (e.g., the cycle where you live, work, marry, have children – and repeat); have young people look to the older generation for guidance and support; can be done in each community and across the entire Village

The vision statements from the Indiantown CRA plan were presented for discussion. As detailed in the former Indiantown CRA Plan, “the community envisions Indiantown as an ethically diverse, healthy, safe, and friendly small town with rural character and feel ... with careful, thoughtful, well-planned growth.”

- Suggestion that the Village wants “replacement growth,” not necessarily new growth.
- The Village needs sustainable economics, clearly-defined priorities, identification of resources and what it has to offer, and identification of potential grant dollars.
- Heavy industrial uses are appropriate for the Village.
- Want to send a message that job growth is not a bad thing, Village once had jobs and industries, and industrial growth is not new.
- The mission and vision statements need to overcome the prior perception that growth and investment are not desired in the Village.
 - Statements need to be inviting
 - Village policy and approach need to make it worthwhile for investors to come to Indiantown (e.g., incentives, lower development costs, less restrictive or streamlined development processes)
 - Village should be willing to negotiate (e.g., stormwater management) and developers need to understand what the Village needs in exchange for investment.
 - The Village needs investment in the community and should be clear in communicating that.
- There is a fearfulness in the community due to a lack of education. The Village Council needs to help dispel fears and concerns and help educate the community as to what the Village represents and can help accomplish.
- There is a need for equal opportunity – what does that look like? With limited skills, how do we re-train/re-education – get the jobs skills out to make everyone a productive citizen in the community
- Need a local business inventory and directory to encourage residents to utilize local vendors. This could be included in a business toolkit and/or new resident information package.
- The Village of Indiantown should consider a development approach similar to the Knight Kiplinger Pinewood Prairie project, which has a new approach, form-based code, and creative way to land development in a manner that is environmentally sensitive with a sense of community. Indiantown is similarly arranged as a series of neighborhoods surrounded by agricultural uses.

When asked what participants wanted the Village of Indiantown to become, the following sentiments were expressed:

- An economically sustainable place with a small hometown feel
- A place with enough jobs so graduates will come home
- A healthy community with active recreation
- A place that maintains and celebrates its cultural diversity
- A place with sustainable economic development
- A community with housing for all walks of life (especially live/work)

- A self-sufficient village, with special emphasis on the presence of medical services and labs within the community

A discussion of Village priorities was facilitated, with participants noting the following priorities (without timeframes) to be considered by the Village Council.

- Stormwater utility and assessment
- Mobility and access connections to services and public amenities in ways other than main roads (e.g., golf carts, bicycles, pedestrian connections) through development of a mobility plan
- Redesign of the Warfield/710 Corridor
- Market study to evaluate how much spending occurs by Indiantown residents and the amount of retail “leakage” (expenditures by residents outside the village)
- Grant opportunities to leverage Village tax dollars (e.g., transportation, stormwater, environmental)
- “Indiantown Cares” type program as a citizen’s academy to educate citizens and business owners in Indiantown; enable community “ambassadors” to work with all segments of the community and educate community leaders
- Identify and maintain wildlife corridors through “green belts”
- Encourage families to live, work and play in Indiantown
- Emergency plan with a centralized Emergency Operations Center and Village-wide communication protocols
- Expanded relationship with the school district for a future high school in Indiantown (especially in advance of future development and the potential for school site dedications by developers)
- Development of an expanded clinic or small hospital long-term once the residential base reaches an appropriate critical mass
- Revitalization strategies for Booker Park

In the discussion of key sentiments for the Village mission statement, participants suggested the following:

- Protect hometown feel, authenticity, flavor
- Protect and celebrate ethnic diversity and heritage
- Attract and sustain quality economic development
- Housing for those working in the local economy, local workforce, and emergency services
- Highlight environmental quality (clean air and clean water)
- Healthy community (healthcare access, economic sustainability, education)
- Multigenerational
- ”Git ‘er done” (action-oriented government and community)
- Entrepreneurial spirit
- Change is important, but keep the family dynamic that Indiantown has always had
- Have an attractive city center (e.g., green markets, events in Post Family Park)

Participants discussed a broad range of community priorities and considerations that included the following:

- Literacy is a community concern, evidenced by demographic and statistical data. There needs to be a community focus on literacy as part of early learning, using local resources and programs such as Head Start, VPK, YMCA with a focus on key times when the literacy “wheels are coming off” and literacy skills are stagnating or declining.
- An earlier focus on literacy is needed, with parent participation, perhaps through the VPK program.
- Greater community awareness of programs is needed, with communication programs tailored to the unique demographics of Indiantown. Programs cannot be effective if people are unaware of their existence. A survey of local programs and services is needed as well as an assessment of how they can be improved.
- Most families in Indiantown are working families that have limited schedule flexibility; therefore, special consideration should be given to the timing of programs to enable the greatest participation.
- Parent involvement in sports and education is lacking. Special programs and efforts are needed to engage parents, including parenting classes, preventative health care, and the value of parent involvement in the community and education. Also, it should be acknowledged that there are many instances where children are being raised by grandparents and extended families.
- Community clean-ups and beautification efforts are needed to improve the appearance, safety, and cleanliness of the village.
- There are literacy programs in place (e.g., Warfield elementary distributes books for summer reading programs); however, greater marketing and communication is needed to broaden participation. These programs could be linked to an Indiantown recreation program to expand participation and awareness. Special efforts to address adult literacy should also be considered.
- A new resident resource guide should be developed with a listing of local businesses, community services, school information, etc.
- There is a need for greater coordination, such as an interagency coalition between and among social services agency for better networking, sharing of resources, and program delivery and effectiveness. Community churches and other institutional entities could be included in this effort.
- An expanded role for the Indiantown Chamber should be considered.
- The appearance of school facilities should be addressed. For example, the Head Start campus in Booker Park is poorly maintained and surrounded by a chain link fence that formerly included barbed wire.
- The former CRA priorities should be considered and integrated into Village priorities. Booker Park in particular has been neglected and has a stronger chance for a focused revitalization effort. It needs a stronger, consistent community policing effort to build trust within the community and programs focused on kids and strengthening the family unit.
- Workforce development requires a trade school to help retrain former agricultural and citrus employees to develop marketable skills.
- Community policing is especially important given the high number of immigrants in Indiantown that are fearful of the police. Village recreation programs could be an effective for expanding community policing and outreach to all residents.
- Given the recent incorporation effort, the Village has a high degree of energy and momentum that can be capitalized upon to expand resident participation and program development. Also, it is a critical time for the Village to develop its short-term and long-

term priorities for effective governance and service delivery as well as budgetary considerations.

- Indiantown is a genuine community that offers a place to live, work, play and visit – this should be a theme for the community and something that is marketed to potential new residents and businesses.
- Indiantown has a strong, authentic history, heritage and cultural diversity should be points of celebration through a museum or other effort.
- The Village should look to its residents to develop a volunteer base, as the community has a rich history of volunteerism over time.
- Code enforcement needs special consideration, with outreach to code violators to assist in remedying violations and provide education before fines and penalties.
- The Village should carefully negotiate the fire rescue Interlocal agreement, with full knowledge of the real costs for fire service delivery prior to incorporation. Consideration should be given to service delivery by the City of Stuart to ensure a fair rate to the Village.
- The Village should create project and program-specific citizen task forces for evaluation and recommendations on various issues. This will expand citizen participation and add value with expertise and expanded knowledge on various issues.
- The Village staff should utilize existing organizations such as the League of Cities, Treasure Coast Council of Local Governments, and Treasure Coast Regional Planning Council to expand Village knowledge, awareness, and participation.
- The Village can utilize the County's municipal code and land development regulations for several years; however, local codes are needed that should be focused on streamlined development that is thoughtful and well-planned with incentives for desired forms of development. Codes should be flexible to allow the Village Council options for development rather than be overly restrictive.
- Indiantown should market itself as open for business with clear, consistent codes to encourage investment.
- The goal for the Council should be one that is consistent, synergistic, less burdensome for developers, and communicates well with its citizens.
- As a new local government, the Council should consider focusing on a small number of programs and do those well, rather than overcommit to a broad list of projects and programs.
- The finalization of the municipal boundary is a high priority that is needed immediately.
- Priorities for the Council should include village staffing and a business plan for the community.
- The Boys and Girls Club could be included in the base of a community recreational program.

NEXT STEPS

A summary of workshop meeting notes, along with recommended mission, vision, and value statements will be presented to the Village Council at its June 14, 2018 meeting. In addition, TCRPC staff will present a summary of recommended short-term (1-5 year) and long-term (6-10 year) priority actions based on input gathered in the workshop.

ATTACHMENT 1

AGENDA



VILLAGE OF INDIANTOWN

Strategic Planning Workshop

AGENDA

SATURDAY, MAY 12, 2018
9:00 AM

Indiantown Non-Profit Housing Office
15516 SW Osceola St Indiantown, FL 34956

OVERVIEW: The Village of Indiantown Strategic Planning Workshop is designed to enable the Council and public to discuss the Village's Mission, Vision, and Values and near-term priorities for the effective governance of the community.

FACILITATOR: Treasure Coast Regional Planning Council

1. Welcome: Teresa Lamar, Interim Village Manager
2. Self-Introductions
3. Workshop Purpose & Overview: Kim DeLaney, TCRPC
4. Discussion Topics:
 - History of Indiantown
 - Mission, Vision & Values
 - Village Priority Actions
5. Consensus Points
6. Public Comment
7. Next Steps

ATTACHMENT 2 SIGN IN SHEET

Indian town Strategic Planning Workshop	
SIGN IN	
MAY 12, 2018	
NAME	E-MAIL
William Williams	Williams Rosa @ 6. mail. com
DAVID POWERS	david@indiantownreality. com
PAUL J. NICOLETTI	pnicoletti@indiantown. org
Teresa Lamar-Sarno	tsarno@indiantown. org
Bonnie C Landry	blandy@indiantown. org
Anthony Dowling	adowling@indiantown. org
Janet Hernandez	jhernandez@indiantown. org
Susan G Thomas	stthomas@indiantown. org
Jackie G. Clarke	jclarke@Indiantown. org
Guyton Stone	gstone@Indiantown. org
Linda Nyeum	jazmyne @ aol. com
SANDRA ODELL	odelth32@onearrow. net
MARJORIE BEARY	GARDENGAL428@GMAIL. com
Renita Presler	renitapresler@yahoo. com
SCOTT WATSON	WATSONEFFORT@YAHOO. com
Roger Bulmer	Rogerroger 26 @ Aol. com
Michael Garrett ^{III} Garrett	dpsserviceinc@gmail. com
KEVIN Powers	KEVIN@Indiantownreality. com
Mary Beth Batchelor	mbhb@onearrow. net
TOM CATALAN	THOMASCATALAN@AOL. com
Luis Nicolas	Luisnicolas2015@yahoo. com
Sandy Perez	Sandyperez2016@yahoo. com
Jesus Migue	JesusMigue1414@gmail. com

ATTACHMENT 3 WORKSHOP PHOTOS



**ATTACHMENT 4
WORKSHOP NOTES**

INDIANTOWN

May 12, 2018

①

In 2038:

- College students come home
 - Jobs
 - Activities
 - Housing
 - Cool
 - Recreation
 - Leagues
 - Programs
 - Education → TRADE SCHOOL / RETRAINING
 - Early Childhood
 - Entrepreneurial Spirit
 - Mentors
 - Break down barriers
 - Facilitate
 - Simplify Regs
 - Clarity
- CONCISE CONSISTENT

• Navigator for business /
Ombudsman

• Intentional Relationships

• Communication - Forms (Variety) (methods)
- Languages
- Inclusive

• Community Integration

• Community Events
- Movie in the Park
- Food Truck Friday

• Service Providers live in the community

- Teachers

- Fire

- Police

- Mentors/stabilizers

Sense of Community

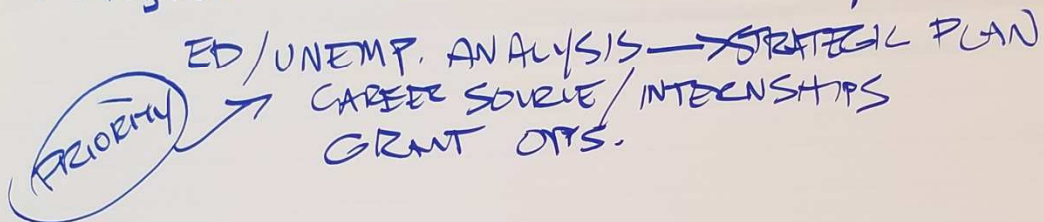
Identify
Experts/
Translators

← Also a way to
communicate

ESSENTIAL
SERVICES
TO
SUPPLY
PRIORITY

3

- High Unemployment - Why?
- ~~High~~ Low H.S. Education Level - Why?



- South Fork H.S. Outreach
- CULTURAL + FAMILY VALUES
 → DIVERSITY + UNIQUENESS ← VISION VALUES
 CULTURAL SENSITIVITY
 COOK OFF
- A HOME TOWN
 LIVE HERE, RAISE FAMILY, KIDS STAY & REPORT
 MULTI-GENERATIONAL
- CRA Vision - Change "Clean" w/ "Healthy"

4

• CULTURAL DIVERSITY / HERITAGE

• HEALTHY VS. "CLEAN"

• "CAREFULLY, THOUGHTFUL, WELL PLANNED" INSTEAD OF "SLOWLY"

• PRATT / WHITNEY, STEEL MILL, CULKINS, ETC. USED TO BE HERE / LIVE HERE. WE HAD IT - HOW DO WE GET IT BACK?

• LIGHT INDUSTRIAL / HEAVY

• SUSTAINABLE

• YEAR-ROUND EMPLOYMENT

SUSTAINABLE ECONOMIC DEVT ←

VISION
+
VALUES

ASSESSMENT OF STRENGTHS / CHALLENGES /
TARGETED INDUSTRIES ←

PRIORITY

• AIR QUALITY MONITORS (why Stuart & not us?) (ask Paul N.)

• SELF SUFFICIENCY

- MEDICAL - LABS

- SUSTAINABLE

- EXPAND - URGENT CARE

• MARKET STUDY - what can they support

PRIORITY

STORMWATER UTILITY MASTER PLAN PRIORITY

5

- Facilitate Residential Dev't / ^{by}Streamlining
- MESSAGE / EXPECTATIONS / PERCEPTION
+ WALK THE TALK
- DEVELOPMENT IS AN OPPORTUNITY TO ACCOMPLISH OUR GOALS
- LEVERAGE OUTSIDE \$
- SAFER WALKING & BIKING
WE ALREADY HAVE THE ACTIVITY ~ LET'S MAKE IT SAFER
- FEAR FACTOR ~ FEAR OF THE UNKNOWN
- "INDIANTOWN CARES" / GOV'T 101
CITIZENS ACADEMY PRIORITY
- OPPORTUNITY
- JOB SKILLS / RETRAINING
- LOCAL BUSINESS REGISTRY (USE BTR / OCCUP. LICENSES)

6

MISSION

- PROTECT & CELEBRATE CULTURAL HERITAGE
- SUSTAINABLE ECONOMY
- HOUSE THE WORKERS HERE
- CLEAN AIR & WATER
- HEALTHY
- EDUCATION
- DYNAMIC / GIT R DONE
- FAMILY

LOOK @ PINELAND PRAIRIE ~ THEY'RE CREATING WHAT WE ALREADY HAVE AUTHENTICALLY

GREENBELT / WILDLIFE CORRIDORS
PARKS T.D.R.

Priority
in Comp Plan
+ Action Document

GREEN MARKET / TOWN CENTER
"POST FAMILY PARK" REDESIGN

NETWORK PLAN (TRANSP)

REDESIGN WARFIELD / 710 CORRIDOR PLAN

- LIGHTS (SAFETY / BEAUTY)
- CELEBRATION

Priority

• EMERGENCY MGT. PLAN

Priority

(7)

EDUCATION

- HIGH SCHOOL CAPACITY / PLAN FOR WHAT CAN COME.
- SOUTH FORK H.S. CROWDED
- EARLY LEARNING / LITERACY
 - 3RD GRADE AT GRADE LEVEL IS KEY
- ANALYSIS IS A PRIORITY
- PORT SALERNO E.S. EXAMPLE (Ask Teresa)

LENDING LIBRARIES → ACCESS TO BOOKS
FOR LOW-INCOME HHs. WARFIELD E.S. DOING BOOK HANDOUT

- FLEXIBLE HOURS / WORKING PARENTS
- PARENT INVOLVEMENT NEEDED
- FAMILY UNIT BREAKDOWN
- EDUCATION PROGRAMS THRU RECREATION
- COMMUNICATE WHAT IS AVAILABLE
- ADULT LITERACY → KID LITERACY
- WELCOME PACKET
- CHURCH GROUPS
- REALTORS
- (RENTAL ~~BE~~ LICENSE PROGRAM)
- PUBLIC OUTREACH PROGRAM

- 8
- INTER-AGENCY COALITION (ask Bonnie)
- SOCIAL AGENCY / SERVICES NETWORK PRIORITY
 - COMMUNITY INVESTMENT / BEAUTIFICATION
 - PERCEPTION HARMED BY APPEARANCE
- W/ COMMUNICATION TO COMMUNITY
- ADDRESS NEGLECTED AREAS
 - REVITALIZE BOOKER PARK / MIXED USE EXISTING
 - NEIGHBORHOOD SERVICES
 - PERCEPTIONS ARE NOT TRUE
 - LOT'S OF POSITIVES
 - COMMUNITY
 - HOME OWNERSHIP
 - PAINT UP / FIX UP PRIORITY
- BOOKER PARK
REVITALIZATION
STRATEGY
PRIORITY
- SAFETY PLAN / POLICE PRESENCE
COMMUNITY POLKING
- POLICE NEED CONNECTION W/ COMMUNITY
CONSISTENT STAFF ASSIGNMENT - CONTRACT REQMT
 - HOW TO PAY FOR IT ALL
 - IDEAL PLACE TO LIVE
 - DON'T FORGET OUR HISTORY
HISTORIC & ETHNIC SIGNIFICANCE
 - INDIANWOOD RETIREES AS A RESOURCE
 - CODE ENFORCEMENT ~ SOLUTION FOCUSED
(KNOW HOW TO FIX IT BEFORE WE START)

PRIORITIES

(9)

STAFF TO COUNCIL AT 6/14 MTG w/
DETAILS AS TO TOP 5 ~~PRIORITY~~ ILA
ITEMS. ELIMINATE THOSE NOT NEEDED.

GET BACKGROUND DATA FOR STUART
FIRE/RESUE STUDY

CITIZEN TASK FORCES?

VILLAGE BUDGET - PICK 3 PRIORITY PROGRAMS
TO DO WELL + THOROUGHLY

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: June 14, 2018

MEETING TYPE: Regular Council Meeting

AGENDA ITEM TITLE: COMPREHENSIVE PLAN REVIEW COMMITTEE UPDATE

SUMMARY OF ITEM: Bonnie Landry, AICP, Planning Consultant will provide an update of the Comprehensive Plan Review Committee. Included as an attachment to this agenda is a timeline to the Comprehensive Plan process drafted by Ms. Landry and accepted by the Comprehensive Plan Review Committee.

RECOMMENDATION: n/a

PREPARED BY: Teresa Lamar-Sarno

DATE: 6/4/2018

REVIEWED BY:

DATE:

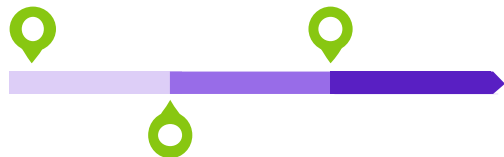
APPROVED BY:

DATE:

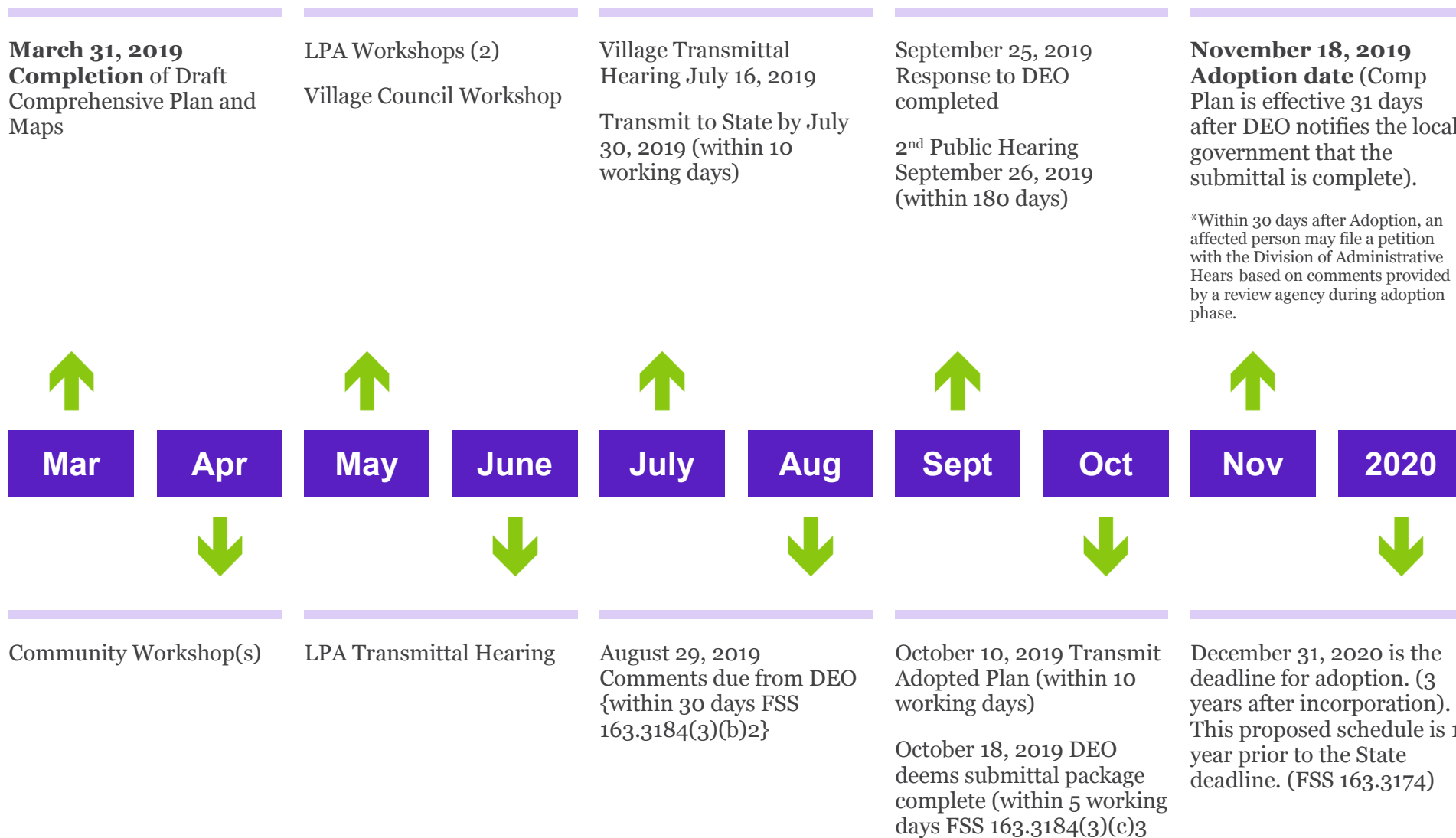
ATTACHMENTS:

Description

Comprehensive Plan Timeline



State Adoption Timeline



**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: June 14, 2018

MEETING TYPE: Consent Agenda

AGENDA ITEM TITLE: Village of Indiantown Council Minutes of May 10, 2018 and May 24, 2018 for approval. (RC)

SUMMARY OF ITEM:

RECOMMENDATION: Approve Minutes

PREPARED BY: Cherie White, City Clerk

DATE: 6/4/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

ATTACHMENTS:

Description

May 10, 2018 Minutes

May 24, 2018 Minutes



**VILLAGE OF INDIANTOWN
VILLAGE COUNCIL MEETING
MAY 10, 2018
CORRECTED MINUTES**

ROLL CALL

Beth Wright Deputy Clerk to the Martin County Clerk of Circuit Court and Comptroller, acting Village Clerk

PRESENT

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

INVOCATION Pastor Pedro Carcamo

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS

Mayor Thomas recognized District Three County Commissioner Harold Jenkins, who spoke in support of the Village of Indiantown. He expressed his interest in sitting down with each Council Member one on one so that he can understand and help facilitate their visions. He talked about the importance of getting an Inter-Local Agreement finalized between Martin County and the Village of Indiantown before October 1, 2018. Other communities are cheering for the Village's success, such as Hobe Sound, who wishes to follow in the Village's

footsteps. Commissioner Jenkins can be reached by contacting his Executive Aide, Colleen Pachowicz.

1. PRESENTATION RECOGNIZING WARFIELD ELEMENTARY CHARACTER COUNTS! STUDENTS OF THE WEEK.

Giselle Castro - 4th Grade

Ava Radford - 3rd Grade

Francisco Domingo Martin - 4th Grade (not in attendance)

Director of Character Counts, United Way of Martin County, Holly Laiben presented the children with their Certificates.

2. PRESENTATION BY THE INDIANWOOD COMMUNITY EMERGENCY RESPONSE TEAM HURRICANE PREPAREDNESS

Jim Nycum with the Indiantown CERT Team gave a presentation regarding how to be prepared for hurricane season. Interested parties can contact Linda Nycum at 772-597-5556.

COMMENTS BY VILLAGE COUNCIL MEMBERS

Council Member Dowling thanked Commissioner Jenkins for attending the council meeting, encouraged members of the community to sign up for CERT, recognized Teacher Appreciation Week and congratulated members of Indianwood on their new clubhouse.

Council Member Clarke thanked everyone who came to the council meeting.

Council Member Hernandez recognized the upcoming Mother's Day weekend and Latin American Mother's Day that is celebrated on May 10. She apologized for her absence at the last council meeting.

Vice Mayor Stone expressed his appreciation to those that have been attending the council meetings, saying it shows how involved the community wants to be. The Boy Scouts had their first meeting on Tuesday, May 8, 2018. Since there was more interest in Cub Scouts than Boy Scouts they decided to do both. Boy Scouts Fun Day Sign Up will be held on May 26, 2018 located next to the Indiantown Veterans Association. Fliers will be going out with more information.

Mayor Thomas recognizes the time it takes to get processes going for the Village and requested staff to add to the next agenda the options and process for the search and securing of a permanent Village Manager and Village Attorney. The Booker Park fire on Monday, May 7, 2018 resulted in a lifelong resident being homeless. She asked that the community find it in their hearts to support and donate. An account is being set up at Harbor Community Bank Florida for donations.

COMMENTS BY VILLAGE MANAGER

Village Manager Teresa Lamar-Sarno addressed the Council and public on the following topics:

The agenda is posted on the Indiantown.org website on the main page, and also on the Martin County Clerk's webpage and is typically available the Friday before the next council meeting.

Council Member Hernandez' absence from the April 26, 2018 council meeting was an excused absence since she had informed the Council that she would be absent from the meeting during Inaugural Council Meeting on March 21, 2018

Item #4 was pulled from the Consent Calendar and be placed on the Regular Agenda as Item #6a

Item #3 on the Consent Calendar reads "April 24, 2018" and should be "April 26, 2018"

APPROVAL OF AGENDA

PUBLIC COMMENT: None

MOTION: I'll make a motion to approve with changes [Pull Agenda Item #4].
Moved by Vice Mayor Stone, seconded Council Member Clarke
Motion carried unanimously

COMMENTS FROM THE PUBLIC

The following members of the public addressed the Council:

Doug Caldwell thanked the Council for attending the ground breaking ceremony for the Indianwood Golf Clubhouse

Scott Watson met with FPL PR Representative Amy Brunjes who informed him that FPL will support the new Indiantown Athletic Association. Amy Brunjes also asked that he make a public service announcement on her behalf about the Open House Presentation on May 15, 2018 at 5:00pm in regards to two new solar facilities that are being built in Indiantown.

Danielle Williamson announced her new deli, Fresh Stop, will officially be the 1st new business to open under the Village of Indiantown and signed her lease in front of the council members. They will be serving fresh salads, sandwiches, a soup of the day and will offer delivery.

Stacey Lavelle asked what needs to happen to get the Booker Park Fire Station opened and asked how often fire hydrants are checked. Mayor Thomas stated

that she spoke with Indiantown Co. Utility Superintendent Jim Hewitt who had the hydrants checked with the Fire Captain and she confirmed that the water is flowing but that officially the Water Department is responsible for checking the hydrants. Village Manager Teresa Lamar-Sarno stated Martin County is currently offering Fire Department Services but will research Booker Park Fire Station.

CONSENT CALENDAR – *One motion approves and adopts all of the items on the Consent Agenda, if any:*

3. APPROVAL OF MINUTES

Accept the Minutes of the Village Council Meeting held on April 24, 2018 and corrected Minutes of March 21 and April 11, 2018, for approval.

4. (CONTINUED FROM APRIL 24, 2018) APPROVE BUILDING CONTRACT SERVICES WITH GFA, INTERNATIONAL, INC. - RESOLUTION No. 017-2018

A Resolution of the Village Council of the Village of Indiantown, Florida, approving a contract with GFA, International, Inc. to provide uniform building code inspection services to the Village of Indiantown; Authorizing the Mayor to execute the contract; authorizing the Village Manager to administer and spend funds on behalf of the Village; and providing an effective date.

This item was pulled from the Consent Calendar by Village Manager Teresa Lamar-Sarno and renamed Item #6a

5. APPROVE FINAL BUDGET - RESOLUTION NO. 019-2018

A Resolution of the Village Council of the Village of Indiantown, Florida, adopting a Final Interim Budget for Fiscal Year 2017-18; and providing for an effective date.

6. APPROVE MASTER AGREEMENT WITH KIMLEY HORN AND ASSOCIATES, INC – RESOLUTION NO. 020-2018

A Resolution of the Village Council of the Village of Indiantown, Florida, approving a standard master agreement with Kimley-Horn and Associates, Inc. for continuing professional services, as a basis for grant services for the Village of Indiantown; authorizing the Village Mayor to execute the agreement; authorizing the Village Manager to expend funds on behalf of the Village; and providing an effective date.

Council Member Dowling addressed Item #5. He had requested staff to put together a list of comparable elected official salaries which were in front of all council members. He was satisfied with what was in the feasibility study as it was written.

PUBLIC COMMENT: None

MOTION: I'll make a motion to approve with changes [Minutes are for April 26, not April 24]
Moved by Vice Mayor Stone, seconded by Council Member Hernandez
Motion carried unanimously

REGULAR AGENDA

6a. (CONTINUED FROM APRIL 24, 2018) APPROVE BUILDING CONTRACT SERVICES WITH GFA, INTERNATIONAL, INC. - RESOLUTION No. 017-2018

A Resolution of the Village Council of the Village of Indiantown, Florida, approving a contract with GFA, International, Inc. to provide uniform building code inspection services to the Village of Indiantown; Authorizing the Mayor to execute the contract; authorizing the Village Manager to administer and spend funds on behalf of the Village; and providing an effective date.

Village Manager Teresa Lamar-Sarno gave a presentation of the definitions of an RFP (Request for Proposal) and an RFQ (Request for Qualifications) and the required timeline.

Mayor Thomas invited the bid review committee members to come up for questions from the council.

She clarified for the public that there are different types of permits. Village Attorney Paul Nicoletti stated that all building plan review services [how the building gets built] are covered. The issue becomes, for example, approval of a site plan that requires an environmental scientist. That service is out of the scope of the building plan review and would need to be farmed out through the RFQ process.

Council Member Clarke asked if the company that is awarded the RFP can be the same as the company that is awarded the RFQ. Village Attorney Paul Nicoletti stated it is possible but not likely.

Council Member Dowling asked for the public's sake if the three committee members selected GFA International, Inc. because they have all the necessary tools to perform the job. Village Manager Teresa Lamar-Sarno stated the committee members were very thoughtful in the process. They filled out a ranking score card for each company, which is how GFA International, Inc. came out as their top ranking firm.

RECOMMENDATION: Adopt Resolution No. 017-2018

PUBLIC COMMENT:

Holly Garrett, owner of DPS Service, asked if anyone visited the Martin County Building Department to pull a three year run on every type of permit pulled from

the Village area so they know how much time they need from GFA International, Inc. Village Attorney Paul Nicoletti stated the only way to search is by zip code however the zip code for Indiantown is also the zip code for properties outside the Village boundary. It would be very difficult to try and decipher who is within the boundaries and who is not. Holly read the RFP and expressed concern that there are more details than just plan review and inspections to take place when running a Building Department and requested the RFP rewritten to include more details.

Michael Garrett, owner of DPS Services, stated he would like to build the first house in the Village and wanted clarification as to what date the Village will have full permitting services. Village Attorney Paul Nicoletti announced June 1, 2018 full services will be available.

MOTION: So moved [Approval]

Moved by Council Member Dowling, seconded by Vice Mayor Stone

Motion carried unanimously

7. APPOINTMENT FOR MEMBERS TO THE COMPREHENSIVE PLAN REVIEW COMMITTEE

Village Manager Teresa Lamar-Sarno explained the process for appointing Comprehensive Plan Review Committee Members. The two at-large members will be selected by a tally vote. Planning Consultant Bonnie Landry will contact appointed Committee Members to coordinate schedules to begin the process of creating a Comprehensive Plan.

Attorney Paul Nicoletti clarified for the appointed committee members that they will be subject to the Sunshine Law and can no longer discuss plans that come before them with each other.

Bonnie Landry will be doing some training and looks forward to working with appointed members.

Council Member Dowling appointed Scott Watson
Council Member Clarke appointed Veverly Gary Hamilton
Council Member Hernandez appointed Maria Rosado
Vice Mayor Stone appointed Roger Bulmer
Mayor Thomas appointed Michael Garrett

The remaining candidates were entered into a Council tally vote: Clyde Dawson, Holly Garrett, Chad Granese, Kevin Powers, Renita Presler, Vivia Ware and Milton Williams. The first tally vote resulted in the top vote getter being Milton Williams, with Kevin Powers and Renita Presler being the next top vote getters in a tie. A second tally vote was taken to decide between Kevin Powers and Renita Presler, Kevin Powers was the top vote getter.

RECOMMENDATION: Each Council will appoint one member. The two remaining members will be chosen by popular vote of the Council and be selected from the applications that were submitted to the Village Manager and met the eligibility guidelines (Village resident and property owner)

PUBLIC COMMENT:

Kevin Powers requested that an attendance policy be put in place for the committee so that if one of the members misses a few meetings the Board can select a replacement. Village Attorney Paul Nicoletti responded, stating he will bring forth a Resolution at the May 24, 2018 council meeting that charges the committee with their obligations, duties, policies and procedures of the Board.

MOTION: I move we accept the Comp Plan Review Committee [Committee Members: Scott Watson, Veverly Gary Hamilton, Maria Rosado, Roger Bulmer and Michael Garrett. At-large Members: Kevin Powers and Milton Williams] Moved by Council Member Dowling, seconded by Council Member Clarke Motion carried unanimously

Mayor Thomas requested to move forward with voting for the additional LPA Committee Member from the remaining list of applicants.

Council Member Dowling clarified they are choosing from the pool of applicants that have not already been selected.

The Council proceeded to tally voting. After the second tally vote, Holly Garrett was the top vote getter.

PUBLIC COMMENT:

Holly Garrett asked to clarify if the LPA Committee member still falls under Sunshine Law since her husband was appointed to the Comprehensive Plan Committee. Village Attorney Paul Nicoletti confirmed there is no conflict under the Sunshine Law since the Garrett's serve on two separate committees.

MOTION: I make a motion [appoint Holly Garrett to the LPA] Moved by Council Member Hernandez, seconded by Council Member Clarke Motion carried unanimously

DISCUSSION ITEMS

8. DISCUSSION OF THE PROCESS TO CREATE THE INDIANTOWN COMMUNITY REDEVELOPMENT AREA

Planning Consultant Bonnie Landry gave a presentation on the process to create an Indiantown Community Redevelopment Agency (CRA)

Mayor Thomas clarified that the CRA is a 30 year timeline but can be sunsetted at any time.

Council Member Dowling reiterated the importance of starting a CRA is to receive Tax Increment Financing (TIF) to fund projects.

RECOMMENDATION: Direct Village Manager or her designee to prepare a "Findings of Necessity Study" in accordance with Chapter 163, Part III, Florida Statutes, to establish the Indiantown Community Redevelopment Agency

PUBLIC COMMENT:

County Commissioner Jenkins encouraged the Council to have a CRA created as soon as possible because in the next Legislative Session the State may potentially remove funding for CRA's.

MOTION: I'll make a motion to get the CRA started
Moved by Vice Mayor Stone, seconded by Council Member Clarke
Motion carried unanimously

9. DISCUSSION OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT YOUTH CONNECTIONS PROGRAM

Workforce Career Coach Sharmaine Clarke-Hightower gave a brief oral presentation on the Youth Connections Employment Program and how it can benefit the local youth ages 16 – 24 years old who are out of school. She announced that they will have a Job Fair on June 1, 2018 from 2:00pm - 5:00pm at the Indiantown Civic Center.

RECOMMENDATION: Approve the Village of Indiantown to partner with CareerSource Research Coast and host an intern at the Village office.

PUBLIC COMMENT: None

MOTION: I make a motion that the Village support CareerSource for the Youth Internship in Indiantown
Moved by Council Member Clarke, seconded by Vice Mayor Stone
Motion carried unanimously

ANNOUNCEMENTS

Mayor Thomas announced the Village Council Strategic Planning Workshop will take place on Saturday, May 12, 2018 from 9:00am – 1:00pm

NEXT REGULAR MEETING

Mayor Thomas announced that the next Council Meeting will take place on Thursday, May 24, 2018 at 6:30 p.m. at the Indiantown Civic Center.

ADJOURNMENT

Village of Indiantown, May 10, 2018
The meeting adjourned at 8:36 p.m.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

KATRINA ALVAREZ
DEPUTY VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

APPROVED ON : May 24, 2018



**VILLAGE OF INDIANTOWN
VILLAGE COUNCIL MEETING
MAY 24, 2018
MINUTES**

ROLL CALL

Beth Wright Deputy Clerk to the Martin County Clerk of Circuit Court and
Comptroller, acting Village Clerk

PRESENT

Council Member Dowling, Council Member Clarke, Council Member Hernandez,
Mayor Thomas, Vice Mayor Stone and Village Attorney Paul Nicoletti

INVOCATION Mr. Milton William

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS

- 1. CERTIFICATE OF APPRECIATION: MARTIN COUNTY CLERK OF COURTS TEAM.**
Presented to Deputy Clerks Beth Wright, Christina Hunter, Mary K Vettel and
Katrina Alvarez, Director of Information Technology Scott Olsen, Director of
Professional Standards Tom Harmer and Clerk of the Circuit Court Carolyn
Timmann.

Clerk Timmann announced that the Martin County Clerk's Indiantown Branch Office is extending its hours to Thursday's and Friday's to match the Village hours starting June 1, 2018

2. PRESENTATION BY SCOTT WATSON WITH INDIANTOWN ATHLETICS.

Scott Watson announced that with the guidance of Heidi Dove, Council Members Jackie Clarke, Anthony Dowling and Guyton Stone the Indiantown Community Athletic Association, Inc., a 501c Non- Profit, has been formed. All sports who wish to participate are welcome.

They are in a learning stage at this point but plan on raising money privately and will request funds from the Village in the future. As of now they have raised over \$20,000. A Town Hall meeting will be held sometime in July, but a firm date has not been set. He expressed the importance of parent and Village participation to make this program successful for the children of the Village of Indiantown.

3. PROCLAIMING MAY 28, 2018 AS MEMORIAL DAY

Mayor Thomas requested that all Veteran's in the audience stand so that they can be honored.

COMMENTS BY VILLAGE COUNCIL MEMBERS

Council Member Dowling expressed his gratitude to Clerk Timmann's staff for their help, congratulated the Indiantown Middle School and Warfield Elementary School students who were promoted, thanked Scott Watson for the sports initiative and mentioned he is discussing with Martin County what can be done about the flooding that has taken place over the past couple weeks due to so much rain.

Council Member Clarke thanked Scott Watson for his presentation, stated 8 businesses have signed up to participate with CareerSource's Youth Connections Employment Program and May 25, 2018 is the deadline for businesses to sign up, announced the Job Fair will take place on June 1, 2018 and thanked the Clerk for the staff that has been with them from day one.

Council Member Hernandez thanked Clerk Timmann's team for all their help.

Vice Mayor Stone thanked everyone who came out to the meeting and announced the Boy Scouts Fun Day had to be cancelled due to the weather and has been rescheduled to June 16, 2018 from 11am – 2pm.

Mayor Thomas expressed her gratitude to the members of the public who attended the council meeting and to Clerk Timmann's team for being there from day one. She has been out in the community taking pictures of the flooding hoping to get it addressed soon. Nathaniel Martin's charity fund may need to be set up as a Go Fund Me page due to issues with the bank's new transition. She

announced the passing of two members of the community, Harold and Teresa Douglas, who are one of the founding families of Indiantown and asked that the public respect the family's privacy at this time but keep them in their thoughts and prayers. She wanted to clarify that she had discussed with the Interim Village Manager and Village Attorney the request to start the process to search for a permanent Village Manager and Village Attorney prior to giving direction to the staff at the last council meeting.

COMMENTS BY VILLAGE MANAGER

Village Attorney Paul Nicoletti spoke on behalf of Village Manager Teresa Lamar-Sarno who was absent due to a death in the family. Item #4 was pulled and will be continued at the June 14, 2018 council meeting. Item #6 was pulled from the Consent Calendar and renamed Item #8a, and stated there was an Addendum to the Agenda adding Items 8a, 8b and 8c.

APPROVAL OF AGENDA

PUBLIC COMMENT: Brian Powers expressed opposition to upcoming Item #11 in regards to the staff direction for the selection process for Village Manager and Village Attorney.

MOTION: So moved [Approve the Agenda with the changes as notated]
Moved by Council Member Dowling, seconded by Council Member Clarke
Motion carried unanimously

COMMENTS FROM THE PUBLIC

The following members of the public addressed the council:

Barbara Clowdus, publisher of Martin County Currents, urged the Council to always have a representative present at the Board of County Commissioners meetings when a decision involving the Village are voted on.

Thelma Waters expressed opposition to the staff direction for the selection process of Village Manager and asked about when the Village will have a Code Enforcement Department. Village Attorney Paul Nicoletti stated they do not have a Code Enforcement Department at this point and that is not a service Martin County is providing but to contact the Village Manager with any issues until the Village gets a Code Enforcement Department up and running.

CONSENT CALENDAR – *One motion approves and adopts all of the items on the Consent Agenda, if any:*

4. APPROVAL OF MINUTES

Accept the Minutes of the Village Council Meeting held on April 24, 2018 and corrected Minutes of March 21 and April 11, 2018, for approval.

This item was pulled from the Consent Calendar by Village Attorney Paul Nicoletti.

5. RESOLUTION No. 021-2018

A Resolution of the Village Council of the Village of Indiantown, Florida, approving a revised contract with GFA International, Inc. to provide uniform building code inspection services to the Village of Indiantown; authorizing the Mayor to execute the revised contract; authorizing the Village Manager to administer and expend funds on behalf of the Village; and providing an effective date.

6. RESOLUTION NO. 022-2018

A Resolution of the Village Council of the Village of Indiantown, Florida, adopting a schedule of 2018 building inspection fees, including fire prevention fees; and providing for an effective date.

This item was pulled from the Consent Calendar by Village Attorney Paul Nicoletti and renamed Item #8a

7. RESOLUTION NO. 023-2018

A Resolution of the Village Council of the Village of Indiantown, Florida, approving the assignment of the Indiantown Community Trust agreement, and the acceptance of the designation as Trustee; providing directions to the Mayor and Village Clerk; providing for an effective date; and providing for other purposes.

8. RESOLUTION NO. 024-2018

A Resolution of the Village Council of the Village of Indiantown, Florida, approving a that certain first amendment to Interlocal Agreement concerning HUD Home Investment Partnership ACT Program Consortium; authorizing the Mayor to execute the amendment; authorizing the Village Manager to administer the program on behalf of the Village; and providing an effective date.

Council Member Hernandez addressed Item #5 asking when GFA International, Inc. will start providing services. Village Attorney Paul Nicoletti stated services will begin Friday, June 1, 2018.

PUBLIC COMMENT:

A member of the public who did not come forward or identify themselves asked who the Interlocal Agreement is with. Village Attorney Paul Nicoletti responded that the Interlocal Agreement is between Indian River County, St. Lucie County, Martin County, the City of Port St Lucie, the Village of Indiantown and the City of Fellsmere.

MOTION: So moved [Approve, pulling Item #4 and Item #6]

Moved by Council Member Anthony Dowling, seconded by Council Member Hernandez

Motion carried unanimously

REGULAR AGENDA

8a. (FKA 6.) RESOLUTION NO 022-2018

A Resolution of the Village Council of the Village of Indiantown, Florida, adopting a schedule of 2018 building inspection fees, including fire prevention fees; and providing for an effective date.

RECOMMENDATION: Adopt Resolution No. 022-2018

PUBLIC COMMENT: None

MOTION: I make a motion [Approve]

Moved by Vice Mayor Stone, seconded by Council Member Clarke

Motion carried unanimously

8b. MARTIN COUNTY FIRE ASSESSMENT METHODOLOGY STUDY CRITICAL EVENTS SCHEDULE (CES) – FISCAL YEAR 2018-19

Village Attorney Paul Nicoletti gave details of the Fire Assessment Methodology Critical Events Schedule that he received from Martin County in which they would like the Village of Indiantown and the Town of Ocean Breeze to participate. A first reading of the consent ordinance may take place at the June 14, 2018 Village Council meeting. He stated that the ordinance is very general and broad and the issues the Village needs to consider are: how much money, what is a fire assessment, how does it work, is there an off-set from fire rescue MSTU that the Village would then pay, does Martin County plan to lower the MSTU fee and how does it all work together? He clarified that a fire assessment fee does not cover rescue, hazmat or lifestar. At this point the Village has not been told how it all will work. Village Manager Teresa Lamar-Sarno has a meeting with County Administrator Taryn Kryzda the following week to discuss and ask these important questions. He encouraged the Village Council to pay

close attention to this issue but also feels the fire assessment would be a good idea because of how broad it is.

Council Member Hernandez asked if Martin County would tax the Village and then reimburse them and how will the Village know what they are paying for. Village Attorney Paul Nicoletti stated that there are three components that pay for fire rescue; general fund, MSTU and fire assessment but that at this point is unsure of the answers.

8c. RESOLUTION NO. 025-2018

A Resolution of the Village Council of the Village of Indiantown, Florida, establishing a Rules of Procedure for the Comprehensive Plan Review Committee.

Village Attorney described what the Resolution covers but mentioned in Section 1E in which it states “The Committee shall hold meetings as necessary, and provide its conclusion to the Village Council no later than ____.” he left the date blank because the Council needs to decide what that date is. Based on the Charter they are required by law to provide a Comprehensive Plan within three years of the date of incorporation but feels that the Council needs to give themselves more time.

RECOMMENDATION: Adopt Resolution No. 025-2018

PUBLIC COMMENT: Scott Watson asked to clarify the “drop dead date”. Village Attorney Paul Nicoletti responded that it would be a “no later than” date.

MOTION: I make a motion to approve a date for June 30, 2020 [Approve to Insert Date in Resolution No. 025-2018]
Moved by Council Member Clarke, seconded by Council Member Hernandez
Motion carried unanimously

Council Member Hernandez asked when the first Comprehensive Plan Committee review date will be. Planning Consultant Bonnie Landry responded that she has narrowed it down to two dates and will send out an email to see which date is best for all members. They will meet within two weeks according to the Resolution. All meetings will be publically noticed and there will be availability for public comment.

PUBLIC COMMENT: None

MOTION: I move that we accept Resolution 025-2018 with the date inserted.
Moved by Council Member Dowling, seconded by Vice Mayor Stone
Motion carried unanimously

9. COUNCIL MEMBER APPOINTMENT TO THE TREASURE COAST COUNCIL OF LOCAL GOVERNMENT

Mayor Thomas suggested that Council Member Hernandez be appointed to the Treasure Coast Council of Local Government.

RECOMMENDATION: Appoint a Council Member to the Treasure Coast Council of Local Government to represent the Village of Indiantown.

PUBLIC COMMENT: None

MOTION: I make a motion [Appoint Council Member Hernandez]
Moved by Vice Mayor Stone, seconded by Council Member Clarke
Motion carried unanimously

DISCUSSION ITEMS

10. VILLAGE SEAL COLLABORATION WITH MARTIN COUNTY SCHOOL BOARD

RECOMMENDATION: Recommend for Village Manager to work with Indiantown Middle School to prepare a draft Village Seal

PUBLIC COMMENT: None

MOTION: So moved [Approve]
Moved by Council Member Dowling, seconded by Council Member Clarke
Motion carried unanimously

11. SELECTION PROCESS FOR VILLAGE MANAGER AND VILLAGE ATTORNEY SEARCH

Village Attorney Paul Nicoletti announced that he plans to retire at the end of his 6 month contract and recommends the Council start their search for a Village Attorney by June 1, 2018. He clarified for the Council that most contracts aren't for a term because of the cancellation clause which allows the Council to cancel the contract at any time. He recommends the Council make the contract indefinite subject to further negotiations, however if they choose to move forward with the Village Manager search they should start that process by July 1, 2018.

During discussion Council Members Hernandez, Dowling, Stone and Clarke expressed opposition to searching for a permanent Village Manager. They fell

that the Interim Village Manager Teresa Lamar-Sarno should remain on staff permanently considering the amount of work the Village still has to accomplish.

Mayor Thomas explained to her fellow council members and to the public her motivation behind starting a search is solely for the benefit of the community – ensuring that all qualified individuals have been considered.

RECOMMENDATION:

Option 1. Recommend the Village Manager solicit for a consulting firm to assist with the selection process of Village Manager and/or Village Attorney

Option 2. Recommend the Village Manager work with Council members and the Village Attorney to develop job descriptions. The Village Council would appoint a Village Manager and Village Attorney Search-Selection Committee. Both committees would work with staff and Council to coordinate the selection process for hiring a permanent Village Manager and Village Attorney.

PUBLIC COMMENT:

Greg Flewelling, Scott Watson and Mary Beth Batchelor expressed their desire to make Teresa Lamar-Sarno the permanent Village Manager instead of spending time on a search.

Linda Nicum asked if the same procedure they used to higher GFA International, Inc. for the Building Department would be used to search for a Village Attorney and Village Manager. Village Attorney Paul Nicoletti stated it is not the same procedure.

MOTION: I make a motion that we extend Teresa's contract indefinitely pending the necessary negotiations as Paul has stated.

Moved by Council Member Dowling, seconded by Council Member Hernandez
Motion passed 4-1 with Mayor Thomas dissenting

ANNOUNCEMENTS

None

NEXT REGULAR MEETING

Mayor Thomas announced that the next Council Meeting will take place on Thursday, June 14, 2018 at 6:30 p.m. at the Indiantown Civic Center.

ADJOURNMENT

Village of Indiantown, May 24, 2018
The meeting adjourned at 8:41 p.m.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

KATRINA ALVAREZ
DEPUTY VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

APPROVED ON: JUNE 14, 2018

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: June 14, 2018

MEETING TYPE: Regular Council Meeting

AGENDA ITEM TITLE: CERTIFICATE OF APPRECIATION: SUPERVISOR OF ELECTIONS

SUMMARY OF ITEM: The Village of Indiantown recognizes the professionalism and flawless special referendum election for the Indiantown. The Village will presented, Vicki Davis, Supervisor of Elections; Debbie Dent, Chief Deputy and Kherri Anderson, Deputy of Elections Outreach a certificate of appreciation on behalf of the Village of Indiantown.

RECOMMENDATION: Present Certificates of Appreciation

PREPARED BY: Teresa Lamar-Sarno

DATE: 6/3/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

ATTACHMENTS:

Description

Vicki Davis

Debby Dent

Kherri Anderson



CERTIFICATE OF Recognition

Is hereby presented to

**HONORABLE VICKI DAVIS
MARTIN COUNTY SUPERVISOR OF ELECTIONS**

The Village of Indiantown recognizes the dedication and professionalism of the Martin County Supervisor of Elections

The Village of Indiantown desires to honor and recognize the Martin County Supervisor of Elections office for your support and expertise to our citizens and elected officials for a successful referendum election.

Through your professionalism and generosity you have helped to make the Village of Indiantown a better place in which to live, work and play.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Village of Indiantown to be affixed this 14th day of June, 2018.

**SUSAN GIBBS THOMAS
MAYOR**



CERTIFICATE OF Recognition

Is hereby presented to

**DEBBY DENT
CHIEF DEPUTY**

MARTIN COUNTY SUPERVISOR OF ELECTIONS

The Village of Indiantown recognizes the dedication and professionalism of the Martin County Supervisor of Elections

The Village of Indiantown desires to honor and recognize the Martin County Supervisor of Elections office for your support and expertise to our citizens and elected officials for a successful referendum election.

Through your professionalism and generosity you have helped to make the Village of Indiantown a better place in which to live, work and play.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Village of Indiantown to be affixed this 14th day of June, 2018.

**SUSAN GIBBS THOMAS
MAYOR**



CERTIFICATE OF Recognition

Is hereby presented to

**KHERRI ANDERSON
DEPUTY OF ELECTIONS OUTREACH
MARTIN COUNTY SUPERVISOR OF ELECTIONS**

The Village of Indiantown recognizes the dedication and professionalism of the Martin County Supervisor of Elections

The Village of Indiantown desires to honor and recognize the Martin County Supervisor of Elections office for your support and expertise to our citizens and elected officials for a successful referendum election.

Through your professionalism and generosity you have helped to make the Village of Indiantown a better place in which to live, work and play.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Village of Indiantown to be affixed this 14th day of June, 2018.

**SUSAN GIBBS THOMAS
MAYOR**

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: June 14, 2018

MEETING TYPE: Regular Council Meeting

AGENDA ITEM TITLE: Resolution No. 26-2018; Approving a Rental Agreement with Indiantown Civic Club, Inc.

SUMMARY OF ITEM: This item formalizes the agreement with the Civic Club for the long term (3 year) rental of the Indiantown Civic Center. It includes a reduced rental and an agreement to make ADA improvements, as well as an opportunity to make other improvements to sound and other systems and possibly new furniture.

RECOMMENDATION: Adopt Resolution No. 26-2018

PREPARED BY: P. Nicoletti DATE: 6/8/2018

REVIEWED BY: P. Nicoletti DATE: 6/8/2018

APPROVED BY: DATE:

ATTACHMENTS:

Description

R026-2018 Rental Agreement w/ Indiantown Civic Club
Rental Agreement



RESOLUTION No. 026-2018

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING A THREE YEAR RENTAL AGREEMENT WITH INDIANTOWN CIVIC CLUB, INC. FOR USE OF THE INDIANTOWN CIVIC CENTER; AUTHORIZING THE MAYOR TO EXECUTE THE RENTAL AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO ADMINISTER AND EXPEND FUNDS ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Indiantown desires to formalize its agreement with Indiantown Civic Club, Inc. for the rental and use of the Indiantown Civic Center for meetings and other uses; and

WHEREAS, the Indiantown Civic Club, Inc. desires to rent its facilities to the Village, and obtain the benefits of having the Village make certain building improvements and upgrades.

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

SECTION 1. The above recitals are true and correct and incorporated herein.

SECTION 2. The Village Council authorizes the Mayor to execute that certain Rental Agreement with the Indiantown Civic Club, Inc., a copy of which is on-file with the Village Clerk.

SECTION 3. The Village Manager is hereby directed to administer the Rental Agreement and is also authorized to expend public funds pursuant to the Agreement.

SECTION 4. This Resolution shall take effect immediately upon adoption.

RES. 026-2018 APPROVING RENTAL AGREEMENT WITH INDIANTOWN CIVIC CLUB, INC.

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 HERNANDEZ, COUNCIL MEMBER				

ADOPTED this 14th day of June, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:

PAUL J. NICOLETTI
VILLAGE ATTORNEY

INDIANTOWN CIVIC CLUB, INC.

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, hereinafter the "Agreement" is made and entered into this ____ day of May, 2018 by the **INDIANTOWN CIVIC CLUB, INC.**, a Florida not for profit corporation, with a mailing address of PO Box 420, Indiantown, FL 34956, hereinafter the "Civic Club", and the **VILLAGE OF INDIANTOWN**, a municipal corporation of the State of Florida, P.O. Box 398, 16550 SW Warfield Blvd., Indiantown, FL 34956-0398, hereinafter the "Village"

WHEREAS, the Village, desires to conduct certain of its public meetings at the Indiantown Civic Center located at 15675 SW Osceola Street, Indiantown, Florida 34956, which is owned and operated by the Civic Club; and

WHEREAS, the Civic Club desires to rent its Civic Center to the Village for the Village's non-exclusive use of the Civic Center.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Civic Club does hereby grant this rental agreement to the Village for the period described below.

Section 1. Demised Premises.

A) In consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid this day, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Village hires and the Civic Club rents the Civic Center property to the Village upon the terms and conditions contained herein, for the purpose of conducting thereon any lawful public business upon the following described real property located in Martin County, Florida, to wit:

15675 SW Osceola Street, Indiantown, FL 34956

B) As used herein, the term "Premises" refers to the real property above described and to any improvements located thereon from time to time during the term hereof.

Section 2. Commencement and Term.

A) The term of this Rental Agreement shall commence on the date of full execution of this Rental Agreement (the "Commencement Date"). Rental payments due hereunder shall

INDIANTOWN CIVIC CLUB, INC. - RENTAL AGREEMENT

be payable in advance and shall commence on June 1, 2018 (the "Rent Commencement Date:").

B) The term of this Rental Agreement shall continue for a period of thirty-six (36) months from the Rent Commencement Date, though May 31, 2021, subject to extension or prior termination as set forth herein.

Section 3. Right to Extend.

Provided the Village is not in default under any of the terms and conditions of this Agreement, and provided the Village has faithfully performed all of its covenants and undertakings contained in this Rental Agreement, the Village shall have the right to extend this Rental Agreement for two additional terms of thirty-six (36) months each upon the same terms and conditions. The term of the Rental Agreement shall be extended upon the Village giving notice of such extension not less than ninety (90) days prior to commencement of the next ensuing extension term. Such notice shall be sent to the Civic Club by certified mail, return receipt requested, postage prepaid, at the address of the Civic Club set forth above or such other address as the Civic Club may direct in writing. The Village shall only exercise its right to extend the term hereof not earlier than during the last six (6) months of any existing term. Options can only be exercised one at a time, and only consecutively.

Section 4. Rent.

A) It is the purpose and intent of the parties that the rent shall be absolute net to the Civic Club. The Village agrees to pay to the Civic Club rent for the Premises in the sum of \$25.00 for each two-hour meeting, and \$10.00 per hour, thereafter, for each day of usage, payable by the month, in arrears, no later than the 20th day of the month following the rental period. Any other use of the Premises, by the Village, shall follow the same pattern of \$25.00 for the first two hours, and \$10.00 per hour, thereafter.

B) Payment shall be made in the form of a locally drawn check, ACH, or wire transfer, and shall be made to the "Indiantown Civic Club, Inc." or its assignee or successor in interest.

Section 5. Rent Escalation.

After the initial 36 month term, the rent may be adjusted upward by the Civic Club at the same rate as the increase in the Consumer Price Index, published by the federal Bureau of

INDIANTOWN CIVIC CLUB, INC. - RENTAL AGREEMENT

Labor Statistics for All items in South urban area, Base Period:1982-84=100. The rent shall never be adjusted downward, except by the mutual agreement of the parties.

Section 6. Sales Tax.

The Village is Tax-Exempt under Florida Certificate No. 85-8017461531C-5, a copy of which has been furnished to the Civic Club.

Section 7. Permitted Uses and Scheduling.

A) Beginning on June 1, 2018, the Civic Club agrees to allow the Village to have its Regular Village Council Meetings on each and every of the 2nd and 4th Thursdays from 6:30 PM, until the meeting is completed.

B) The Village, without charge, shall have free access to the Premises beginning a half (½) hour prior to each meeting (I would prefer an hour), unless prior arrangements are made with the Civic Club. The Village shall have full use of the Premises, including the kitchen and bathrooms, and if used, the Village is responsible for all clean-up and restoration of the Premises, as reasonably required by the Civic Club.

C) The Village acknowledges that at the time this Rental Agreement is entered into by the parties, the Civic Club has "booked" certain events which shall be honored by the Village, but it has not booked any recurring meetings or events that conflict with the planned use by the Village.

D) The Village shall have the opportunity to have any other Special Village Council Meetings or Advisory Board Meetings on the same terms and conditions as set forth herein, which meetings may be arranged or set for other days or evenings of the month. If the Civic Club has already rented the Premises for a given date or time, the Village shall have no special access to the Premises. However, the parties hereto agree to accommodate each other to the most reasonable extent.

Section 8. Assignment and Sub-Rental Agreement

The Village shall not assign or sub-rent all or any portion of this Rental Agreement, or the whole or any part of the Premises, including portions of any improvements erected thereon by either party for any purpose without the express, written consent of the Civic Club.

Section 9. Uses Prohibited.

INDIANTOWN CIVIC CLUB, INC. - RENTAL AGREEMENT

The Village shall not use or permit the use of the Premises, or any part thereof, for any illegal purpose, and all solid waste shall be disposed of in appropriate containers. Neither the Village nor the Civic Club shall commit "waste" of the Premises.

Section 10. Maintenance of Clean Premises and Repairs.

A) The Civic Club has an affirmative duty to keep the Premises clean, and to repair it to the extent that the intended purpose of the Village, that is periodic public meetings, can be carried out. The Civic Club shall endeavor, at its own cost and expense, to keep and maintain or cause to be kept and maintained in good repair and good condition (ordinary wear and tear excepted), the building, and the meeting room, including the bathrooms and kitchen, and shall use all reasonable precaution to prevent waste, damage, or injury. (what do you think about stating the bathrooms should be clean prior to each meeting)

B) The Civic Club shall give the Village reasonable notice of any improvements, cleaning, or painting it intends to do, and the same shall be scheduled so as not to interfere with the Village's Regular Meeting Schedule.

Section 11. Remodeling by the Village.

A) During the term of this Rental Agreement, the Village shall have the right to construct, erect, or reconstruct any and all manner of improvements upon the Premises as are permitted by this Rental Agreement and the then applicable laws of the United States, the State of Florida, and Village.

B) The Village shall be entitled to remodel the Premises for its use as a public meeting room, but only consistent with the Civic Club's recreational, educational, and cultural event uses of the Civic Center.

C) The Village may expend public funds to bring the Premises into compliance with the Americans with Disabilities Act (ADA), and to make improvements conducive to the conduct of public meetings. Such improvements may include, but shall not be limited to bathrooms, kitchen, fire safety, electronic sound amplification and recording systems, electronic projection systems, painting, security features, doors and windows, and other meeting room improvements.

D) The Civic Club agrees not to interfere with the Village's efforts to improve the Premises, except that all improvements to the Premises, costing more than \$5,000.00, shall be subject to the approval of the Civic Club's Board of Directors, which approval shall not

INDIANTOWN CIVIC CLUB, INC. - RENTAL AGREEMENT

be unreasonably withheld. Under this provision, the Village shall be responsible for the payment of any and all costs incurred in connection with its remodeling of the Premises including the preparation of any applications, plans, surveys or other documents and all governmental fees and development or permit fees incurred in connection with remodeling of the Premises. All improvements made under this provision shall be coordinated with the Civic Club, so as not to interfere unduly with the Civic Club's operations.

E) The Village understands and agrees that it takes the Premises in an "AS IS" condition.

Section 12. Insurance.

A) The village covenants to provide, during the entire term hereof, at the Village's own cost and expense, a comprehensive liability policy of insurance protecting the Civic Club and the Village as their interest may appear against any liability whatsoever, occasioned by accident on or about the demised premises or any appurtenances thereto. Such policy shall be written in an amount not less than One Million Dollars (\$1,000,000) to cover any claim of damage, and in the sum of Five Hundred Thousand Dollars (\$500,000) in respect to claims for property damage.

B) Such policy shall insure the parties against any liability that may accrue against them or either of them, on account of any occurrence on or to the demised premises during the term thereof, resulting in personal injury, death, property damage, liquor liability or any other liability whatsoever; and said policies shall include indemnity against loss, expense and damage of any and every kind, including costs of investigation and attorney's fees, and other costs of defense.

C) The Village shall see to it that the Civic Club shall at all times be provided a valid Certificate of Insurance, naming the Indiantown Civic Club, Inc. as an additional insured.

D) All insurance coverage called for under the Rental Agreement shall contain provisions granting the Civic Club, 10 days written notice of any cancellation or non-renewal and shall be written by an insurance company authorized to do business in Florida.

E) All hazard insurance policies carried by the Lessee covering property located on the demised premises will provide that the Lessor is an additional named insured, as its interest may appear.

Section 13. Time.

INDIANTOWN CIVIC CLUB, INC. - RENTAL AGREEMENT

It is understood and agreed between the parties hereto that time is of the essence of all the terms, provisions, covenants and conditions of this Rental Agreement.

Section 14. Civic Club's Title and Village's Right to Quiet Enjoyment.

The Civic Club covenants that as of the Rent Commencement Date, the Civic Club has the fee simple title to the Premises with full right and authority to make this Rental Agreement; the Premises are free and clear of all liens, easements, restrictions, Rental Agreements and encumbrances except that the Village shall be entitled to have quiet and peaceful possession and enjoyment of the Premises and of all appurtenances thereunto belonging during its use of the Premises, whenever that may be.

Section 15. Civic Club's Defaults.

If the Civic Club fails to perform or observe any requirements or covenant of this Rental Agreement to be performed and observed by the Civic Club and such default continues for a period of thirty (30) days after written notice thereof from the Village to the Civic Club, the Village shall have the option of terminating this Rental Agreement upon thirty (30) days written notice to the Civic Club without waiving any other legal rights it may have, or in the alternative, the Village shall have the right of specific performance.

Section 16. Waivers.

Failure of either party to complain of any act or omission on the part of the other party no matter how long the same may continue shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provisions of this Rental Agreement shall be deemed a waiver of a breach of any other provisions of this Rental Agreement or a consent to any subsequent breach of the same of any other provisions. No acceptance by the Civic Club of any partial payment shall constitute an accord or satisfaction but shall only be deemed a partial payment on account.

Section 17. Notices.

All notices, consents, demands and requests which are required or desired to be given by either party to the other shall be in writing. All such notices, consents, demands and requests shall be sent by United States certified mail, return receipt requested, postage prepaid, addressed to the other party at its address set forth in this Rental Agreement, or at such other place as it may from time to time designate in a written notice to the other party

INDIANTOWN CIVIC CLUB, INC. - RENTAL AGREEMENT

given pursuant to the provisions of this Section. Notices, consents, demands and requests which are served upon either party in the manner aforesaid, shall be deemed to have been given or served for all purposes hereunder on the third (3rd) business day next following the date on which such notice, consent, demand or request shall have been mailed as aforesaid.

Section 18. Governing Law.

This Rental Agreement, and the performance of the covenants and terms thereof shall be governed, interpreted, construed and regulated in accordance with the laws of the State of Florida. Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

Section 19. Partial Invalidity.

If any term, covenant, condition or provision of this Rental Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Rental Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Rental Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 20. No Third Party Reliance.

The covenants, terms, conditions, and agreements contained in this Rental Agreement shall bind and inure only to the benefit of Civic Club and the Village, and their respective heirs, successors and assigns. This Rental Agreement and all or any of its provisions are not intended and shall not be construed as for the benefit of any third party or parties, whatsoever.

Section 21. Disposition of Improvements on Termination of Rental Agreement.

On termination of this Rental Agreement for any cause, the Civic Club shall become the owner of any building improvements upon the Premises, including without exception, the fixtures, and fixed equipment. However, any furniture or portable equipment belonging to the Village, may be removed by the Village.

Section 22. Attorney's Fees and Costs.

INDIANTOWN CIVIC CLUB, INC. - RENTAL AGREEMENT

In connection with any litigation arising out of this Rental Agreement, the prevailing parties shall be entitled to recover all costs incurred, including reasonable attorneys' fees and costs through and including any and all appellate actions.

Section 23. Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes, as amended, as they pertain to the Village of Indiantown.

Section 24. Authority to Execute Rental Agreement

Each signatory certifies that he or she has all lawful authority to enter into and bind the party to this Agreement.

WITNESS our duly authorized signatures on this Rental Agreement, as executed on this day and year first above written.

"Village"

VILLAGE OF INDIANTOWN,
FLORIDA:

TERESA LAMAR-SARNO
Village Manager

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
Village Attorney

"Civic Club"

INDIANTOWN CIVIC CLUB, INC.



RICHARD WERKMEISTER

President

Vice President / TREASURER
Craig F. Bauzenberger Sr.

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETINGDATE: June 14, 2018

MEETING TYPE:

AGENDA ITEM TITLE: Village Attorney Selection Process

SUMMARY OF ITEM: At the last Village Council Meeting on May 24, 2018, the Village Attorney indicated that he would not be looking to stay employed by the Village past his current commitment of September 30, 2018, and he recommended that the Village Council consider advertising for the position and approve an advertisement at the next Regular meeting.

As requested, the draft advertisement is attached for the consideration of the Village council.

RECOMMENDATION: Approve Motion as Requested

PREPARED BY: P Nicoletti DATE: 6/4/2018

REVIEWED BY: P. Nicoletti DATE: 6/8/2018

APPROVED BY: T. Sarno DATE: 6/8/2018

ATTACHMENTS:

Description

Village Attorney Advertisement

VILLAGE ATTORNEY – POSITION VACANCY

ADVERTISEMENT VENUES:

The Florida Bar; The Florida League of Cities; and the Florida Municipal Attorneys' Association

These are all electronic newsletter or position vacancy venues

REQUEST FOR PROPOSALS:

VILLAGE ATTORNEY: The Village of Indiantown, Martin County, is seeking an individual or firm for the position as Village Attorney. The Village, was created by The Florida Legislature on December 31, 2017, and elected a 5 member Village Council on March 13, 2018, which began meeting on March 21, 2018. The Village operates under a council-manager charter, with council members elected at large for four year terms. Two current council members will have short terms, with the next election occurring in August, 2020, while three council members will continue to 2022. The Village Council currently meets on the 2nd and 4th Thursday evenings at 6:30 PM, and the workload is anticipated at about 50 billable hours per month. The Interim Village Attorney is Paul J. Nicoletti, pnicoletti@indiantown.org and he is retiring (again). The Village Charter is available at Ch. 2017-195, Laws of Florida. The Village has a population of about 6,500 and is about 13 square miles in area. Interested attorneys will find application instructions at www.indiantown.org

The ideal Village Attorney candidate will have at least five years of legal experience as a city, county, or local government attorney, or assistant attorney, and significant work in the public sector. Working knowledge and experience in contract formation and negotiation, public liability, litigation, labor and human resources, land use, government finance, economic development and redevelopment, strategic planning, and technology are all desirable.

INSTRUCTIONS ON WEBSITE:

Please mail or deliver the following, **for receipt no later than July 13, 2018**, to:

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

VILLAGE ATTORNEY – POSITION VACANCY

Please note the Village Office is currently in the Martin County Indiantown Annex, and is only open on Thursdays and Fridays from 9:00 AM to 5:00 PM.

1. **A Letter of Interest**, addressed to the Mayor and Village Council, indicating the following:

- Experience as an attorney
- Experience as a municipal attorney, specifically noting if applicant is Board Certified in City, County and Local Government Law by The Florida Bar
- Availability to serve in position
- Potential or actual conflicts of interest
- Any other relevant factors known to the applicant
- Proposed hourly rate of compensation
- Proposed administrative fees or other costs
- Detailed reasons why applicant should be chosen

2. **An up-to-date detailed Resume**, including at a minimum:

- All Education
- All Work Experience
- Bar Memberships and Participation
- Memberships in other organizations
- Representative Clients

3. A copy of current **Professional Liability Insurance Coverage Page**

4. A recent (within 5 years) **writing sample to a trial court, appellate court, or tribunal; or an opinion written as a municipal magistrate; or similar scholarly legal writing, completely authored by the Applicant.**

5. **A signed statement** indicating any Bar discipline sustained, or Court sanctions (including Contempt) levied, against the applicant or any member of his or her firm, including the dates, the basis for the action, and the discipline or sanctions levied. **Applicants should also include a statement indicating that no discipline has been sustained or sanctions levied, if the case.**

VILLAGE ATTORNEY – POSITION VACANCY

SELECTION PROCESS:

June 14, 2018	Village Council authorizes advertisement for Village Attorney position
June 28, 2018	Village Council appoints an Applicant Review Committee composed of 2 municipal attorneys, and 1 elected official
July 13, 2018	All applications received
July 18, 2018	Applicant Review Committee (ARC) meets to review proposals
July 26, 2018 number of	ARC Reports to Village Council (VC); VC gives recommendation on applicants to interview
August 14 – 15	VC interviews Applicants; VC selects an Applicant
August 16, 2018	Interim Village Attorney negotiates with selected Applicant
August 23, 2018	VC appoints new Village Attorney

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: June 14, 2018

MEETING TYPE: Regular Council Meeting

AGENDA ITEM TITLE: VILLAGE MANAGER CONTRACT

SUMMARY OF ITEM: On May 24, 2018, at the request of Mayor Thomas, staff prepared an agenda item discussing the possible processes for selecting a permanent Village Manager. At that meeting, after much discussion, the Village Council adopted a motion to extend the Village Manager contract indefinitely (4-1), with Mayor Thomas dissenting.

VILLAGE MANAGER'S NOTE: Notwithstanding the Village Council action on May 24th, I am requesting the Village Council maintain the current Village Manager Contract adopted on April 11, 2018, and approve the process for selection of a permanent Village Manager as outlined in the attachment.

This request is for the Village of Indiantown to proceed with the solicitation of a permanent fulltime Village Manager.

The intent is for the current Village Manager to apply for the position as Village Manager; with the goal of receive unanimous support from the Village Council to serve as the permanent Village Manager.

RECOMMENDATION: Motion to Initiate the Village Manager solicitation as presented.

PREPARED BY: Teresa Lamar-Sarno

DATE: 6/6/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

ATTACHMENTS:

Description

Village Manager Advertisement

VILLAGE MANAGER – POSITION VACANCY

ADVERTISEMENT VENUES:

Florida City/County Manager Association, Florida League of Cities, International City/County Management Association and Village website.

These are all electronic newsletter or position vacancy venues

REQUEST FOR PROPOSALS:

VILLAGE MANAGER: The Village of Indiantown, Martin County, is seeking an individual to serve as Village Manager. The Village was created by The Florida Legislature on December 31, 2017, and elected a 5-member Village Council on March 13, 2018, which began meeting on March 21, 2018. The Village operates under a council-manager charter, with council members elected at large for four-year terms. Two current council members will have short terms, with the next election occurring in August 2020, while three council members will continue to 2022. The Village Council currently meets on the 2nd and 4th Thursday evenings at 6:30 PM. The position is a full-time Village Manager position. The Village Charter is available at Ch. 2017-195, Laws of Florida. The Village has a population of about 6,500 and is about 13 square miles in area. Interested candidates will find application instructions at www.indiantown.org

The ideal Village Manager candidate should possess a Bachelor's degree in Public Administration or a related field, with a Master's degree preferred, and at least three to five years of municipal management experience as a city or county government chief executive officer, an assistant city manager or deputy city manager or in a senior management position with like size organization and significant work in the public sector. Experience in utilities, finance, economic development, redevelopment, strategic planning, performance management, negotiations, and technology is a plus.

INSTRUCTIONS ON WEBSITE:

Please mail or deliver the following, **for receipt no later than July 31, 2018**, to:

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

VILLAGE MANAGER – POSITION VACANCY

Please note the Village Office is currently located in the Martin County Indiantown Annex, and is only open on Thursdays and Fridays from 9:00 AM to 5:00 PM.

1. A Letter of Interest, addressed to the Mayor and Village Council, indicating the following:

- Experience
- Availability to serve in position
- Potential or actual conflicts of interest
- Any other relevant factors known to the applicant
- Detailed reasons why applicant should be chosen

2. An up-to-date detailed Resume, including at a minimum:

- All Education
- All Work Experience
- Memberships in organizations

SELECTION PROCESS:

June 14, 2018	Village Council authorizes advertisement for Village Manager position
June 28, 2018	Village Council appoints an Applicant Review Committee composed of 1 Florida City/County Management Association Senior Advisor, 1 retired or current service City Manager, and 1 elected official
July 31, 2018	All applications due by 5:00 pm
August 9, 2018	Applicant Review Committee (ARC) meets to review proposals
August 13, 2018	ARC Reports to Village Council (VC); VC gives recommendation on number of applicants to interview
August 23, 2018	VC interviews Applicants
August 28, 2018	Special Village Council meeting to select final Applicant

VILLAGE MANAGER – POSITION VACANCY

August 29, 2018 Village Attorney negotiates with selected Applicant

September 13, 2018 VC appoints new Village Manager

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETINGDATE: June 14, 2018

MEETING TYPE: Regular Council Meeting

AGENDA ITEM TITLE: UPDATE ON MARTIN COUNTY INTERLOCAL AGREEMENTS

SUMMARY OF ITEM:

Staff will provide an update regarding recent discussions with the Martin County Administrator, and the County Attorney, and the revenue options for Fiscal Year 2019.

The Village of Indiantown has been asked to adopt interlocal agreements with Martin County for Solid Waste Collection and for the Municipal Service Taxing Units (MSTUs) for the following: Roads Maintenance, Parks, Stormwater, and Fire-Rescue.

So far, we have identified that Solid Waste Collection will likely need to continue (as is) for the next fiscal year. This means adopting an interlocal agreement with Martin County to enable them to collect solid waste collection fees through the tax bills, and then pay Waste Management in accordance with the County's Franchise Agreement. Our concern is to make sure that if and when the Village is ready to start it's own collection system (a revenue generator), we are able to do so. We anticipate working these details out quickly, and you may see this item as a Resolution adopting an Interlocal Agreement on the June 24th Agenda, similar to the Sewall's Point one which is attached tot his item.

Next is Fire-Rescue... there is attached a draft ordinance which enables the County to include the Village in its fire-rescue system, as it has in the past, and it includes the possibility of the County Commission using a partial Fire Assessment Fee to fund some aspects of the cost. We will explain this in more detail at the meeting, but it looks like the County should have the projected costs, and fees prepared by a consultant, within the next week. If so, we will likely put this item on for First Reading of an Ordinance for June 24th.

We are also considering NOT adopting the Stormwater MSTU, and rather including it in the Village's millage levy. The idea is that we may be able to start weaning ourselves off of County services, and providing stormwater management through a contract with a private company. This will require some research, facts and additional information (not available today).

RECOMMENDATION: n/a

PREPARED BY: Teresa Lamar-Sarno

DATE: 6/7/2018

REVIEWED BY: P. Nicoletti

DATE: 6/8/2018

APPROVED BY:

DATE:

ATTACHMENTS:

Description

Sewalls Point Solid Waste ILA

Fire-Rescue Consent (Draft) Ordinance

4D1



BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

PLACEMENT: CONSENT

PRESET:

TITLE: INTERLOCAL AGREEMENT FOR THE PROVISION OF SOLID WASTE AND RECYCLING COLLECTION SERVICES IN SEWALL'S POINT

AGENDA ITEM DATES:

MEETING DATE: 7/16/2013	COUNTY ATTORNEY: 6/24/2013
COMPLETED DATE: 7/4/2013	ASSISTANT COUNTY ADMINISTRATOR: 7/1/2013

REQUESTED BY:	DEPARTMENT:	PREPARED BY:
Name: John Polley, Director	Utilities and Solid Waste	Patrick Yancey
Name:		Solid Waste Administrator

Procedures: None

EXECUTIVE SUMMARY:

Board action is requested to authorize execution of an interlocal agreement for the provision of solid waste and recycling collection services in Sewall's Point.

APPROVAL:

ADM
LEG
ACA
CA

BACKGROUND/RELATED STRATEGIC GOAL:

Agreement / Contract drafted by: Town of Sewall's Point

Parties to the Agreement / Contract: Town of Sewall's Point and Martin County

Purpose of the Agreement / Contract: Include residential properties in Sewall's Point in the Martin County MSBU for solid waste and recycling services.

New / Renewal / Modified: New

Duration: This agreement shall remain in effect for as long as the County's solid waste and recycling collection service MSBU and the Town's ordinance consenting to the special assessment remain in effect.

Either party may terminate this agreement for any reason upon service of its Notice of Termination on the other party no later than one year prior to the date of termination.

Benefits to Martin County: Increased economies of scale. The contract requires the solid waste generated in Sewall's Point be processed at the Martin County Transfer Facility.

Cost to Martin County (annual and potential total): None. Additional costs are offset by additional revenue.

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, Florida Statute, 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."

The County created such an MSBU as authorized by Article 3 of Chapter 151 of the Martin County Code of Ordinances and has imposed such special assessment each year using the Uniform Method of Collection of Non Ad Valorem Assessments set forth in Section 197.3632, Florida Statute;

- A Solid Waste Franchise Agreement ("Franchise Agreement") dated September 25, 2007, for the County's Eastern Service Area between the County and Waste Management, Inc. ("Waste") provides for solid waste and recyclable collection service by Waste in unincorporated Martin County.
- Section 4.2 of the Franchise Agreement authorizes the County to expand the service area boundaries if lands are added pursuant to Interlocal Agreement.
- 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.
- On May 22, 2012, the Town passed Resolution No. 754 stating its intent to request and authorize the County to expand its Solid Waste Municipal Benefit Unit to include service to all residential property lying within the corporate limits of the Town and to utilize the uniform method

for collection of a non ad valorem assessment from the Town property owners as provided in Section 197.3632, Florida Statute.

- Pursuant to Chapter 163, Florida Statutes (Florida Interlocal Cooperation Act of 1969) the County and the Town have the power and authority to enter into an interlocal agreement for purposes of delineating the rights and responsibilities to each party with respect to the County levying a special assessment and providing solid waste and recyclable material collection services within the Town's corporate limits.
- Pursuant to the requirement of Section 125.01(1)(q), Florida Statutes and the procedures of Section 166.041, Florida Statutes and the Town has adopted Ordinance No. 380 consenting to the inclusion of the Town property in the Solid Waste MSBU for the purposes described herein for the term of the special assessment.

The Town 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 Town for solid waste and recyclable collection services by the County's solid waste franchisee, Waste Management.

ISSUES:

None

RECOMMENDED ACTION:

RECOMMENDATION

Authorize the execution of the Interlocal Agreement between the Town of Sewall's Point and Martin County for the collection of solid waste and recycling.

ALTERNATIVE RECOMMENDATIONS

None

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

<input type="checkbox"/> Budget Transfer / Amendment	<input type="checkbox"/> Chair Letter	<input checked="" type="checkbox"/> Contract / Agreement
<input type="checkbox"/> Grant / Application	<input type="checkbox"/> Notice	<input type="checkbox"/> Ordinance
<input type="checkbox"/> Other:	<input type="checkbox"/> Resolution	

ROUTING:

X ADM	_ BLD	_ CDD	_ COM	_ ENG	_ FRD	_ GMD
_ GSD	_ ITS	_ LIB	_ MCA	_ MPO	_ PRD	_ USD
X CA	X ACA	X LEG				

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

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into this ____ day of _____ 2013, by and between the Town of Sewall's Point, a municipal corporation chartered under the laws of the State of Florida, (hereinafter referred to as the "Town") 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 Martin County Code of Ordinances and has imposed such special assessment each year 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 Eastern Service Area between the County and Waste Management, Inc. ("Waste") provides for solid waste and recyclable collection service by Waste to the eastern 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, 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, on May 22, 2012, the Town passed Resolution No. 754 stating its intent to request and authorize the County to expand its Solid Waste Municipal Benefit Unit to include service to all residential property lying within the corporate limits of the Town and to utilize the uniform method for collection of a non ad valorem assessment from the Town property owners as provided in Section 197.3632, Fla. Stat.; and

WHEREAS, pursuant to Chapter 163, Florida Statutes (Florida Interlocal Cooperation Act of 1969) the County and the Town have the power and authority to enter into an interlocal 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 Town'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 Town has adopted Ordinance No. 380 consenting to the inclusion of the Town 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 Town 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 Town for solid waste and recyclable collection services by the County's solid waste franchisee, Waste Management, for such Town properties.
- 4.0 **Specific Agreement Conditions.**
 - 4.1 The Town shall be solely responsible for providing advance notification to all owners of residential parcels within the Town'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 Town of Sewall's Point to provide such services utilizing this MSBU. The County shall be responsible for all notifications required by Section 197.3632, Fla. Stat.
 - 4.2 The County agrees to provide customer service and franchise administration oversight services to the Town and its residential property owners and residents receiving solid waste and recycling services pursuant to this Agreement.
 - 4.3 The Town 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 Town 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.

4.5 The consent to inclusion of the Town property in the MSBU shall become effective upon enactment of Ordinance No. 380. The consent shall be effective until terminated as set forth in this Agreement.

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 Town'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 one year prior to the date of termination.

6.0 **Town's Grant of Authority.**

To the extent necessary and as authorized by law, the Town grants the County the right and authority to levy a special assessment within the corporate boundaries of the Town 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 Town'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
Stuart, FL 34996

With a copy to:

Martin County Attorney
2401 SE Monterey Road
Stuart, FL 34996

With a copy to:

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

As to Sewall's Point:

Town Manager
Town of Sewall's Point
One South Sewall's Point Road
Stuart, FL 34996

With a copy to:

Glen J. Torcivia, Town Attorney
Town of Sewall's Point
701 Nortypoint Parkway, Ste. 209
W. Palm Beach, FL 33407

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.

DATED: _____
ATTEST: _____

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK

SARAH HEARD, CHAIR

APPROVED AS TO FORM AND
CORRECTNESS:

DATED: _____

COUNTY ATTORNEY

ATTEST:

Ann-Marie S. Basler
ANN-MARIE BASLER, CLERK

TOWN OF SEWALL'S POINT

Thomas P. Bausch
THOMAS P. BAUSCH, MAYOR



APPROVED AS TO FORM AND
CORRECTNESS:

Glen J. Torcivia
GLEN J. TORCIVIA
TOWN ATTORNEY

Legal



TOWN OF SEWALL'S POINT

One South Sewall's Point Road
Sewall's Point, FL 34996
Tel: 772-287-2455 Fax: 772-220-4765

Robert L. Kellogg
Town Manager

April 24, 2013

Taryn G. Kryzda, CPM
County Administrator
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

RE: Interlocal for Solid Waste and Recycling Collection

Dear Ms. Kryzda:

As you are aware, on May 22, 2012, the Commission passed Resolution 754 (copy enclosed) requesting the County expand its Solid Waste MSBU to include the Town in its collection. In order to perfect such collection the County required the Town to provide consent to be included in its solid waste collection program, which the Town did with the passage of Ordinance 380 (copy enclosed), and to authorize by Resolution 780, (copy enclosed) entering into to an Interlocal Agreement with the County.

I am attaching two certified copies of the Interlocal Agreement between the Town and Martin County for approval. Upon signing and recording, please return one signed copy to the Town.

Thank you for your cooperation. Please contact me if you require any additional information.

Sincerely,

Robert Kellogg
Town Manager

Enclosures



ORDINANCE NO. 380

AN ORDINANCE OF THE TOWN OF SEWALL'S POINT, FLORIDA, GIVING ITS CONSENT TO MARTIN COUNTY TO INCLUDE WITHIN THE BOUNDARIES OF ITS SOLID WASTE MUNICIPAL SERVICES BENEFIT UNIT CERTAIN LANDS LOCATED WITHIN THE TOWN BOUNDARIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Sewall's Point Town Commission (the "Commission") and the Martin County Board of County Commissioners (the "County") intend to enter into a mutually acceptable written Interlocal Agreement allowing Martin County to expand its franchise with Waste Management, Inc. for the collection and disposal of solid waste and recyclables ("County Collection Services") to include the Town of Sewall's Point (the "Town"); and

WHEREAS, in order to fund the County Collection Services, Martin County intends to expand its Solid Waste Municipal Service Benefit Unit (the "Solid Waste MSBU"), to include all residential property lying within the corporate limits of the Town of Sewall's Point, Florida, as provided in **Exhibit "A"**, attached hereto and incorporated herein, said Exhibit containing a legal description and boundary map of the Town's boundaries; and

WHEREAS, pursuant to the requirements of section 125.01(1)(q), Florida Statutes, in order for Martin County to include the Town of Sewall's Point within the Solid Waste MSBU, it is necessary for the Commission to give its consent thereto by ordinance; and

WHEREAS, the Commission finds it is in the best interest of the citizens of the Town to allow Martin County to provide County Collection Services to the Town and to assess those costs against the benefitted residential property owners by including the Town of Sewall's Point within the Solid Waste MSBU and permit collection of the special assessments utilizing the uniform method of collection described in Section 197.3632, Florida Statutes, as amended from time to time.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE
TOWN OF SEWALL'S POINT, FLORIDA, AS FOLLOWS:

Section 1. The whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Commission.

Section 2. In accordance with section 125.01(1)(q), Florida Statutes, the Town Commission of the Town of Sewall's Point, Florida (the "Commission"), hereby provides its consent to Martin County to (a) provide County Collection Services to the Town of Sewall's Point, (b) to include all residential properties located within the Town of Sewall's Point within the Solid Waste MSBU, and (c) to collect special assessments utilizing the uniform method of collection described in Section 197.3632, Florida Statutes, as amended from time to time. Said real property is described in **Exhibit "A"** attached hereto in accordance with the terms of the Solid Waste MSBU adopted for the purposes of providing County Collection Services to the Town of Sewall's Point. This consent shall remain in effect for as long as the term of the Interlocal Agreement referenced herein. Notwithstanding anything herein to the contrary, the Town's consent is contingent on Martin County and the Town first entering into a mutually acceptable Interlocal Agreement concerning the said provision of County Collection Services.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This ordinance shall take effect upon adoption, or upon the date the Town and the County execute and enter into the Interlocal Agreement referenced herein, whichever is later.

V. Mayor Busha offered the Ordinance for its second reading and moved its adoption. The motion was seconded by Cmsr. Thurlow-Lippisch, and upon being put to a vote, the vote was:

	<u>AYE</u>	<u>NAY</u>
THOMAS P. BAUSCH, MAYOR	<u>✓</u>	<u> </u>
PAM BUSHA, VICE MAYOR	<u>✓</u>	<u> </u>
VINCENT BARILE, Commissioner	<u>✓</u>	<u> </u>
PAUL LUGAR, Commissioner	<u>✓</u>	<u> </u>
JACQUI THURLOW-LIPPISCH, Commissioner	<u>✓</u>	<u> </u>

Passed second reading at the Regular Meeting of the Town Commission held on the 23rd day of April, 2013. The Mayor thereupon declared this Ordinance 58 approved and adopted by the Town Commission on this 23rd day of April, 2013.

TOWN OF SEWALL'S POINT, FLORIDA

Thomas P. Bausch
Thomas P. Bausch, Mayor

ATTEST:

Ann-Marie S. Basler
Ann-Marie S. Basler, Town Clerk
(TOWN SEAL)

Approved as to form and legal sufficiency:

Allen J. Torcivia
Allen J. Torcivia, Town Attorney
Florida Bar No. 343374

EXHIBIT "A"

LAND DESCRIPTION AND BOUNDARY MAP

TOWN OF SEWALL'S POINT

Beginning at a point where the east line of the west 66 feet of government lot 6, section 35, township 37 south, range 41 east, intersects the shoreline of the St. Lucie River, thence run north along said east line of the west 66 feet of said government lot 6, to a point that is 156.44 feet south of the north line of said government lot 6, thence run east on a line parallel to said north line of said government lot 6, a distance of 150 feet to a point, thence run north on a line parallel to the west line of government lot 6, a distance of 156.44 feet to a point on the north line of said government lot 6, thence run east along said north line of government lot 6, to the southwest corner of the government lot 4, section 26, township 37 south, range 41 east, thence run north along the west line of said government lot 4, section 26, township 37 south, range 41 east a distance of 700 feet to a point, thence run S 88°07' east to a point in the center line of Sewall's Point Road, thence run north 21°51'30" west along the center line of Sewall's Point Road a distance of 19.3 feet to a point, thence run south 88°47'06" east to a point of intersection with the westerly shoreline of the Indian River; thence run north 65°04' east to the point of intersection with the center line of the Intracoastal Waterway, thence run southeasterly along the center line of the Intracoastal Waterway to a point where said Intracoastal Waterway center line intersects the easterly extension of the center line of the St. Lucie River, thence run westerly and northerly along said extension and the center line of said St. Lucie River to a point where said center line of the St. Lucie River intersects the southerly extension of the east line of the west 66 feet of government lot 6, section 35, township 37 south, range 41 east, thence run north along said southerly extension of said east line of the west 66 feet of said government lot 6, to the point of beginning.

RESOLUTION NO. 754

A RESOLUTION OF THE TOWN OF SEWALL'S POINT, FLORIDA, STATING THE INTENT TO REQUEST AND AUTHORIZE THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS TO EXPAND ITS SOLID WASTE COLLECTION CONTRACT WITH WASTE MANAGEMENT TO INCLUDE THE TOWN OF SEWALL'S POINT FOR THE COLLECTION OF REFUSE, VEGETATION AND RECYCLABLES; REQUIRING ALL TOWN OF SEWALL'S POINT PROPERTY OWNERS TO PARTICIPATE IN THE COUNTY'S COLLECTION SERVICES; TO AUTHORIZE MARTIN COUNTY TO COLLECT A NON-AD VALOREM ASSESSMENT FOR THE REFUSE, VEGETATION AND RECYCLABLES COLLECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Sewall's Point Town Commission (the "Commission") desires to request and authorize the Martin County Board of County Commissioners (the "County") to expand its contract with Waste Management for the collection of refuse, vegetation and recyclables ("County Collection Services") to include the Town of Sewall's Point (the "Town"); and

WHEREAS, the Commission wishes to authorize the County to initiate and use the uniform method for collecting a non-ad valorem assessment from the property owners within the Town for County Collection Services, as provided in Section 197.3632, Florida Statutes; and

WHEREAS, this method of collection shall be used for the first time in the 2013/2014 fiscal year, commencing the first day of October 2013; and

WHEREAS, said assessment is necessary to offset costs of the County for these services; and

WHEREAS, the real property subject to this assessment shall include all property lying within the corporate limits of the Town of Sewall's Point, Florida, as provided in Exhibit "A", attached hereto and made a part hereof, said Exhibit containing a legal description and boundary map of the Town's boundaries.

Resolution No. 754

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE
TOWN OF SEWALL'S POINT, FLORIDA, AS FOLLOWS:

Section 1. The Town Commission of the Town of Sewall's Point, Florida (the "Commission"), hereby requests and authorizes the Martin County Board of County Commissioners (the "County") to expand its contract with Waste Management for County Collection Services to include the Town of Sewall's Point.

Section 2. The Commission hereby authorizes the County to initiate and use the uniform method of collecting a non-ad valorem assessment for the County Collection Services on all property within the corporate limits of the Town of Sewall's Point, pursuant to Section 197.3632, Florida Statutes.

Section 3. All property owners within the Town of Sewall's Point shall be required to participate in and pay for the County Collection Services beginning no earlier than the 1st day of October, 2013.

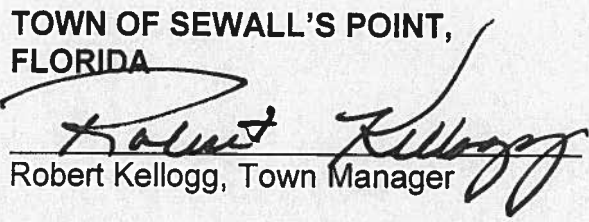
Section 4. This Resolution shall become effective immediately upon its passage.

	<u>AYE</u>	<u>NAY</u>
JACQUI THURLOW-LIPPISCH, MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PAUL SCHOPPE, VICE MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TOM BAUSCH, Commissioner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PAM BUSHA, Commissioner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PAUL LUGER, Commissioner	<input checked="" type="checkbox"/>	<input type="checkbox"/>

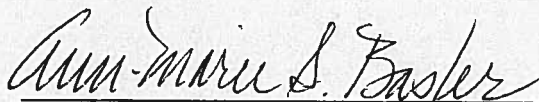
The Town Manager thereupon declared this Resolution No. 754 approved and adopted by the Town Commission of the Town of Sewall's Point on this 22nd day of May, 2012.

Resolution No. 754

TOWN OF SEWALL'S POINT,
FLORIDA


Robert Kellogg, Town Manager

ATTEST:



Ann-Marie S. Basler, Town Clerk
(TOWN SEAL)

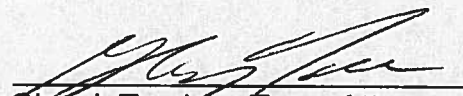

Glen J. Torcivia, Town Attorney
Florida Bar No. 343374

EXHIBIT "A"

RESOLUTION NO.780

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN MARTIN COUNTY AND THE TOWN OF SEWALL'S POINT FOR THE PROVISION OF SOLID WASTE AND RECYCLING COLLECTION SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Sewall's Point, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Section 151.31, General Ordinances, Martin County Code ("County Code"), authorizes the creation of a Municipal Service Benefit Unit ("MSBU") to include property in unincorporated Martin County ("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" ("Franchise Agreement"); and

WHEREAS, the County created a Solid Waste MSBU as authorized by the County Code and has imposed a special assessment each year using the Uniform Method of Collection of Non-Ad-Valorem Assessments set forth in Section 197.3632, Fla. Stat.; and

WHEREAS, the Town previously, on May 22, 2012, passed Resolution No. 754 stating its intent to request and authorize the County to expand its Solid Waste MSBU to include service to all residential property lying within the corporate limits of the Town and

to utilize the uniform method for collection of a non ad valorem assessment from the Town property owners as provided in Section 197.3632, Fla. Stat.; and

WHEREAS, the County's Franchise Agreement, dated September 25, 2007, for the County's Eastern Service Area between the County and Waste Management, Inc. ("Waste") provides for solid waste and recyclable collection service by Waste to the eastern 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, 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, the Town Commission finds it is in the best interest of the citizens of the Town to allow the County to provide solid waste and recyclable collection services to the Town and to assess those costs against the benefitted property owners by including the Town within a special assessment district to be established under the MSBU; and,

WHEREAS, agreeing to allow the County to provide solid waste and recyclable collection services to the Town and to assess those costs against the benefitted property owners is the most cost effective and efficient manner to ensure collection of residential solid waste and recyclable materials; and

WHEREAS, the Town Commission hereby authorizes the Mayor, pursuant to the power and authority granted to the Town under Chapter 163, to enter into the attached Interlocal Agreement with the County, thereby allowing the County to expand its contract with Waste for the collection of refuse, vegetation and recyclables to include the Town; and,

WHEREAS, pursuant to the requirement of Section 125.01(1)(q), Florida Statutes, and the procedures of Section 166.041, Florida Statutes, the Town is also considering the adoption of Ordinance No. 378 which consents to the inclusion of Town property within the County's Solid Waste MSBU for the purposes described herein for the term of the special assessment.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA:

Section 1. The whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Commission.

Section 2. The Town Commission approves the "Interlocal Agreement for the Provision of Solid Waste and Recycling Collection Services", in a form substantially similar to that attached hereto as Exhibit "A" (the "Interlocal Agreement").

Section 3. The Mayor is authorized to execute the Interlocal Agreement.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

TOM BAUSCH, MAYOR
PAM BUSH, VICE MAYOR
VINCENT BARILE, Commissioner
PAUL LUGAR, Commissioner
JACQUI THURLOW-LIPPISCH, Commissioner

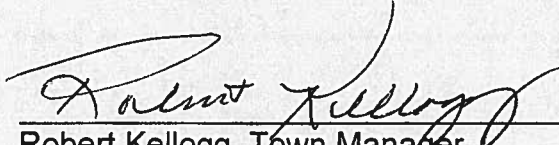
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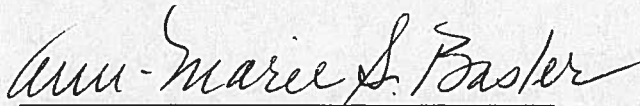
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The Town Manager thereupon declared this Resolution No. 780 approved and adopted by the Town Commission of the Town of Sewall's Point on this 23rd day of April, 2013.

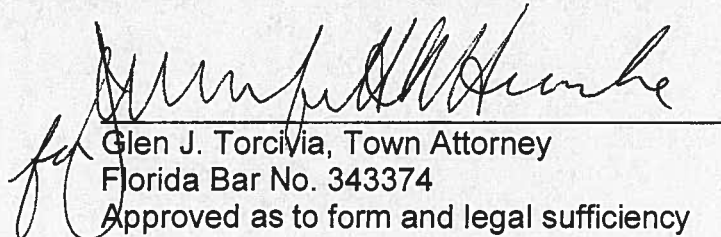
TOWN OF SEWALL'S POINT, FLORIDA


Robert Kellogg, Town Manager

ATTEST:


Ann-Marie S. Basler, Town Clerk

(TOWN SEAL)


Glen J. Torcivia, Town Attorney
Florida Bar No. 343374
Approved as to form and legal sufficiency

ORDINANCE NO.

**AN ORDINANCE OF THE [CITY OR TOWN OF] [city],
FLORIDA, REQUESTING AND CONSENTING TO THE
INCLUSION OF ALL OF [city] WITHIN A MUNICIPAL
SERVICE BENEFIT UNIT OR OTHER SPECIFIC
GEOGRAPHIC AREA DESIGNATED BY MARTIN
COUNTY TO PROVIDE FIRE RESCUE SERVICES;
PROVIDING FOR ANNUAL RENEWAL OF SUCH
REQUEST AND CONSENT; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE [CITY OR TOWN] [Council or Commission] OF
[city], FLORIDA:**

SECTION 1.01. FINDINGS. It is hereby ascertained, determined, and
declared that:

(A) The Board of County Commissioners of Martin County, Florida (the
"County"), has enacted an ordinance authorizing the County to create or identify a
municipal service taxing or benefit unit or other specific geographic area within which
the County imposes and collects assessments for fire rescue services within
incorporated and unincorporated areas of the County.

(B) The **[City or Town] [Council or Commission] of [city]** has determined
that the inclusion of the incorporated area of **[city or town]** within such municipal
service benefit unit or specific geographic area by the County for the purpose of
providing fire rescue services is in the best interests of the owners of property within the
corporate limits of **[city]**.

SECTION 1.02. REQUEST AND CONSENT OF [city]. The **[City or Town]
[Council or Commission] of [city]** hereby requests and consents to the inclusion of all
of the incorporated area of **[city]** within an identified municipal service taxing or benefit

unit or specific geographic area created or identified by the County to provide fire rescue services, facilities, and programs and to the imposition of a special assessment by the County to fund such fire rescue services, facilities and programs. Such request and consent shall become effective upon adoption of this ordinance for the upcoming fiscal year. The **[City or Town] [Council or Commission]** finds that the provision of fire rescue services is an essential municipal purpose.

SECTION 1.03. ANNUAL RENEWAL OF REQUEST AND CONSENT.

Request and consent of the **[City or Town] [Council or Commission]** of **[city]** given to the County by this Ordinance shall be deemed given in advance for each fiscal year hereafter and shall be automatically renewed for each succeeding fiscal year unless such request and consent is subsequently withdrawn as provided herein. Request and consent shall be irrevocable for any fiscal year in which the subject fire rescue service assessments are levied by the County within the incorporated area. **[city]** may only withdraw such consent for any subsequent fiscal year by adopting an ordinance abandoning its consent and providing a certified copy of such ordinance to the County prior to May 1 preceding the fiscal year for which consent is being withdrawn.

SECTION 1.04. 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 1.05. EFFECTIVE DATE. This Ordinance shall take effect as provided by law.

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

PASSED AND ADOPTED on Second and Final Reading on the _____ day of _____, 2018.

(SEAL)

**[CITY OR TOWN] [Council or
Commission] OF [CITY], FLORIDA**

By: _____
Mayor

ATTEST:

CLERK