



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

October 11, 2018  
6:30 PM  
at the INDIANTOWN CIVIC CENTER  
15675 SW Osceola Street, Indiantown, FL 34956

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

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

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

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

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

**Appeal of Decision:** If a person decides to appeal any decision made by the Village Council with

respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

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

## **ROLL CALL**

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS**

1. Proclamation: Florida City Government Week October 22-26, 2018.
2. Florida Amendments Presentation by Tom Campenni, Treasure Coast League of Cities

## **PUBLIC COMMENT**

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

## **COMMENTS BY VILLAGE COUNCIL MEMBERS**

## **COMMENTS BY VILLAGE MANAGER**

3. Present the Florida League of Cities constitutional and commemorative Resolution, recognizing and congratulating the new Village of Indiantown, and its successful incorporation in 2017.

## **APPROVAL OF AGENDA**

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

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
---------	---------	------------------------	----------------	-------

## **CONSENT CALENDAR**

4. RESOLUTION No. 051-2018 - A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING PIGGYBACK AGREEMENT FOR NUISANCE VEGETATION MANAGEMENT; AND PROVIDING AN EFFECTIVE DATE.

5. RESOLUTION No. 052-2018 - A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING PIGGYBACK AGREEMENT FOR ROADWAY MOWING & LANDSCAPE AND STORMWATER AREA MAINTENANCE SERVICES; AND PROVIDING AN EFFECTIVE DATE.
6. RESOLUTION No. 053-2018 - A RESOLUTION OF THE VILLAGE OF INDIANTOWN REVISING THE TANGIBLE PERSONAL PROPERTY TAX INCENTIVE GRANT PROGRAM ESTABLISHED BY RESOLUTION NO. 044-2018; AND PROVIDING AN EFFECTIVE DATE.
7. Approve Minutes of: 8/23/2018, 9/13/2018 Regular Village Council, and 09/13/2018, 09/20/2018, 09/27/2018, 5:00 p.m. 09/27/2018, 6:15 p.m. Special Village Council Meetings.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
---------	---------	------------------------	----------------	-------

### **REGULAR AGENDA**

8. Village Council Travel Reimbursement Policy

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
---------	---------	------------------------	----------------	-------

9. Report from Listening Session on Comprehensive Plan

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
---------	---------	------------------------	----------------	-------

10. RESOLUTION No. 054-2018 - A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA APPROVING A ONE YEAR TANGIBLE PERSONAL PROPERTY TAX INCENTIVE GRANT PROGRAM AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
---------	---------	------------------------	----------------	-------

—

—

### **DISCUSSION ITEMS**

11. Indiantown Middle School Park Discussion

12. Indiantown Middle School Village Seal Student Competition

**ANNOUNCEMENTS**

13. October Meetings

**NEXT REGULAR MEETING**

**ADJOURNMENT**





# **PROCLAMATION**

## **FLORIDA CITY GOVERNMENT WEEK**

### **October 22- 26, 2018**

- WHEREAS,** City government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and
- WHEREAS,** City government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and
- WHEREAS,** Florida City Government Week is a very important time to recognize the important role played by city government in our lives; and
- WHEREAS,** Florida City Government Week offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement.

**NOW, THEREFORE,** I, Susan Thomas, Mayor of the Village of Indiantown, Florida do hereby proclaim October 22-26, 2018 , as *Florida City Government Week* in the Village of Indiantown, Florida, and encourage all citizens to proudly support “ My Village: I’m Part of It, I’m Proud of It”

**IN WITNESS WHEREOF,** I have hereto set my hand and caused the seal of the Village of Indiantown, Florida to be affixed this 11th day of October 2018.

---

Susan Gibbs Thomas  
Mayor









## Memorandum

---

**TO:** Teresa Lamar-Sarno, Village Manager  
Village of Indiantown

**FROM:** Michael Sittig, Executive Director

**RE:** Transmittal of Florida League of Cities' Resolutions

**DATE:** September 19, 2018

The membership of the Florida League of Cities adopted several federal, constitutional and commemorative resolutions at its 92nd Annual Conference, at the Diplomat Beach Resort, Hollywood, Florida, on August 18, 2018. On behalf of the League, I am transmitting the following resolution:

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., RECOGNIZING THE NEW VILLAGE OF INDIANTOWN AND CONGRATULATING THE NEWEST MUNICIPALITY IN FLORIDA UPON ITS SUCCESSFUL INCORPORATION IN 2017.

Should you have any questions, please contact Allison Payne or me at the League office (850) 222-9684 or e-mail: [apayne@flcities.com](mailto:apayne@flcities.com).

**A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., RECOGNIZING  
THE NEW VILLAGE OF INDIANTOWN AND CONGRATULATING THE NEWEST  
MUNICIPALITY IN FLORIDA UPON ITS SUCCESSFUL INCORPORATION IN 2017.**

**WHEREAS**, the citizens of the Village of Indiantown by referendum voted to incorporate as a city in December 2017 under the provisions of Florida law and held their initial council elections in March 2018; and

**WHEREAS**, the Village of Indiantown has all municipal powers allowed by the Florida Constitution and Laws of Florida to promptly respond to the needs and conveniences of its citizens and is the government closest to its citizens; and

**WHEREAS**, Section 2 of Article VIII, Florida Constitution (1968) establishes Home Rule for municipalities by granting them "governmental, corporate and proprietary powers ... to conduct municipal government, perform municipal functions and render municipal services ..."; and

**WHEREAS**, the newly elected council for Indiantown is also congratulated upon their respective elections, and its newest staff appointments are also herein honored for being the inaugural elected and appointed officials to represent the new village; and

**WHEREAS**, this most recent act furthers the positive elements of self-governance and Home Rule philosophies, and the Florida League of Cities desires to applaud these actions.

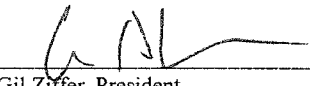
**NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:**

**Section 1.** The Florida League of Cities, Inc., proudly acknowledges the municipal incorporation of the Village of Indiantown and welcomes its addition to the League's municipal family.

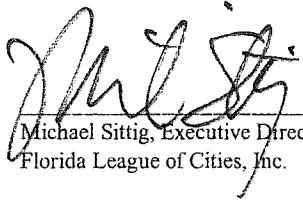
**Section 2.** The citizens of the Village of Indiantown are commended for their desire to create a municipality and to thereby assume the responsibility of self-governance.

**Section 3.** A copy of this resolution be presented to the Village of Indiantown.

**PASSED AND ADOPTED** by the Florida League of Cities, Inc., in conference assembled at the League's 92<sup>nd</sup> Annual Conference, at the Diplomat Resort, Hollywood, Florida, this 18<sup>th</sup> Day of August 2018.

  
\_\_\_\_\_  
Gil Ziffer, President  
Florida League of Cities, Inc.  
Commissioner, City of Tallahassee

ATTEST:

  
\_\_\_\_\_  
Michael Sittig, Executive Director  
Florida League of Cities, Inc.



# VILLAGE OF INDIANTOWN, FLORIDA

## AGENDA MEMORANDUM

MEETINGDATE: October 11, 2018

MEETING TYPE:

AGENDA ITEM TITLE: RESOLUTION No. 051-2018 - A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING PIGGYBACK AGREEMENT FOR NUISANCE VEGETATION MANAGEMENT; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY OF ITEM: This agenda item approves an agreement for Nuisance Vegetation Management Services with Ecological Associates, Inc., piggybacking upon an agreement competitively bid by Martin County.

**RECOMMENDATION:** Approve Res. 051-2018 Approving a Piggyback Agreement for Nuisance Vegetation Management Services

PREPARED BY: Wade Vose, Village Attorney DATE: 10/4/2018

REVIEWED BY: Teresa Lamar-Sarno, Village Manager DATE: 10/4/2018

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

ATTACHMENTS:

### Description

R051-2018 Approving a Piggyback Agreement for Nuisance Vegetation Management  
Ecological Associates Contract Piggyback - Nuisance Vegetation Management - Indiantown



## **RESOLUTION No. 051-2018**

### **A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING PIGGYBACK AGREEMENT FOR NUISANCE VEGETATION MANAGEMENT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Village of Indiantown desires to obtain Nuisance Vegetation Management services; and

WHEREAS, Martin County, Florida accepted a bid for Nuisance Vegetation Management by Ecological Associates, Inc. ("Contractor"), pursuant to RFB#2017-2963 ("Nuisance Vegetation Management"), by Agreement with an effective date of October 1, 2017, pursuant to a competitive public bidding process by Martin County; and

WHEREAS, as the Nuisance Vegetation Management services involved in such Agreement are substantially the same as the Nuisance Vegetation Management services desired by the Village, and the Village desires to piggyback upon such Agreement and utilize the competitively bid contract process administered by Martin County with respect to such bid, and Village and Contractor wish to adopt the contract documents, with certain minor modifications.

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

SECTION 1. AGREEMENT APPROVED. The Piggyback Agreement for Nuisance Vegetation Management, a copy of which is attached, is hereby approved, and the Mayor is hereby authorized to execute the same.

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

[THIS SPACE INTENTIONALLY LEFT BLANK.]

RES. 051-2018 Approving a Piggyback Agreement for Nuisance Vegetation Management

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 \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

\_\_\_\_\_  
CHERIE WHITE  
VILLAGE CLERK

\_\_\_\_\_  
SUSAN GIBBS THOMAS  
MAYOR

REVIEWED FOR FORM AND  
CORRECTNESS:

\_\_\_\_\_  
WADE C. VOSE  
VILLAGE ATTORNEY

## **PIGGYBACK AGREEMENT FOR NUISANCE VEGETATION MANAGEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of October, 2018, by and between the Village of Indiantown, Florida, a municipal corporation of the State of Florida, P.O. Box 398, 16550 SW Warfield Blvd., Indiantown, FL 34956-0398, hereinafter the “Owner”, and Ecological Associates, Inc., a Florida corporation, hereinafter “Contractor” with its principal address at 1458 NE Sunview Terrace, Jensen Beach, FL 34957.

### **WITNESSETH:**

**WHEREAS**, Martin County, Florida (“MCF”) accepted Contractor’s bid for Nuisance Vegetation Management, pursuant to RFB#2017-2963 (“Nuisance Vegetation Management”), by Agreement with an effective date of October 1, 2017, pursuant to a competitive public bidding process by MCF (the “MCF Bid”); and

**WHEREAS**, the MCF Bid package included formal contract documents binding upon the successful bidder, the “MCF Contract Documents”; and

**WHEREAS**, the Owner desires to obtain Nuisance Vegetation Management services; and

**WHEREAS**, as the Nuisance Vegetation Management services involved in the MCF Contract Documents with Contractor are substantially the same as the Nuisance Vegetation Management services desired by Owner, Owner elects to utilize the competitively bid contract process administered by MCF in the MCF Bid, and Owner and Contractor wish to adopt the MCF Contract Documents, with certain minor modifications as further described herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **I. RECITALS**

The foregoing recitals are true and are hereby made a part of this Agreement.

### **II. AMENDMENTS**

The MCF Bid and the MCF Contract Documents are incorporated into this Agreement and is deemed to be a part of this Agreement as modified as follows:

1. General. Where provisions of the MCF Bid and the MCF Contract Documents refer to “Martin County” or “County” as the owner/contracting party, replace it with “Village of Indiantown, Florida.” Where provisions of the MCF Agreement refer to “Agreement” or “Contract”, it shall refer to the MCF Agreement as modified by this Agreement. Where the provisions of the MCF Contract Documents refer

to the MCF “Purchasing Department”, it shall refer to the Village Manager, or designee.

2. Term. The term of this Agreement is three (3) years. The Agreement may be renewed for such additional terms as provided in the MCF Contract Documents, upon mutual agreement of both parties.
3. Unit Prices. The unit prices set forth in the MCF Bid and the MCF Contract Documents shall be applicable during the term of this Agreement.
4. Project Purchase Orders. A. No services provided under this Agreement shall be authorized upon execution of the Agreement. The Owner shall initiate work assignments by providing Contractor with a written “Work Assignments”.  
  
B. Each Work Assignment will set forth, among other things, the following:
  - i. The scope of services requested;
  - ii. Any deliverables;
  - iii. The time and schedule of performance;
  - iv. The method and amount of compensation based upon the unit prices set forth in Section 3 above;
  - v. Any modifications to this Agreement, if mutually agreed upon by the parties.  
C. The services to be rendered by Contractor shall commence subsequent to the execution of each Delivery Request. Contractor’s work shall be performed, completed and submitted to Owner as specified in the Work Assignment.  
  
D. Each Work Assignment will be sequentially numbered and shall be subject to Owner’s approval prior to a Notice-to-Proceed being issued. The terms and conditions of this Agreement shall be incorporated within and made a part of each Work Assignment.
5. Invoices. Applications for payments under the Agreement shall be submitted to the following:  
  
Village Manager  
Village of Indiantown  
P.O. Box 398  
Indiantown, FL 34956-0398
6. No Other Amendments. Except as set forth herein, the Agreement is not amended. In the event of any conflict between the terms of this

Agreement and the terms of the MCF Contract Documents, the terms of this Agreement shall prevail.

### III. MISCELLANEOUS

The following miscellaneous provisions are incorporated into this Agreement.

7. Notice. All notices and other communications required in connection with this Agreement shall be in writing unless otherwise specified herein, and any notice or other communication required hereunder shall be faxed and mailed to the address set forth below, and shall be deemed delivered three (3) business days after the deposit of the mailed notice thereof in any main or branch office of the United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties respectively as follows:

For notices and communications to the Town:

Village Manager  
Village of Indiantown  
P.O. Box 398  
Indiantown, FL 34956-0398

For notices and communications to Contractor:

**Ecological Associates, Inc.**  
**1458 NE Sunview Terrace**  
**Jensen Beach, FL 34957**

By notice complying with the foregoing requirements of this section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

8. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
9. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances shall not be impaired thereby, but such remaining provisions of this Agreement shall be interpreted, applied and enforced so as to achieve, as near as may



be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.

10. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.
11. Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 112.311 and as may be amended from time to time. Contractor further represents that no person having any interest shall be employed for said performance.
12. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement. the warranties and representations in the MCF Agreement. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor shall provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current Bidder's Qualifications Statement/Statement of Business Organization.
13. Termination. Owner may terminate this Agreement upon seven (7) days written notice to Contractor.
14. Allotment of Deliveries To The Contractor. Owner, through its designated Utility representative, shall, in its sole discretion, issue Delivery Requests to Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Delivery Requests. Owner retains the right to utilize other contractors or otherwise bid and execute procurements. Contractor shall have no right to appeal or challenge Owner's decision regarding distribution of Delivery Requests.
15. Venue. The parties agree to exclusive venue for any disputes arising under this Agreement in the circuit Court in and for Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

ECOLOGICAL ASSOCIATES, INC.

By: \_\_\_\_\_  
Its Authorized Representative

ATTEST:

VILLAGE OF INDIANTOWN

\_\_\_\_\_  
CHERYL WHITE, CLERK

\_\_\_\_\_  
SUSAN GIBBS THOMAS, MAYOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
WADE C. VOSE, VILLAGE ATTORNEY

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETINGDATE:           October 11, 2018

MEETING TYPE:

AGENDA ITEM TITLE: RESOLUTION No. 052-2018 - A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING PIGGYBACK AGREEMENT FOR ROADWAY MOWING & LANDSCAPE AND STORMWATER AREA MAINTENANCE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY OF ITEM:   This agenda item approves an agreement for Roadway Mowing & Landscape and Stormwater Area Maintenance Services with Brightview Landscape Services, Inc., piggybacking upon an agreement competitively bid by Martin County.

RECOMMENDATION:   Approve Res. 052-2018 Approving a Piggyback Agreement for Roadway Mowing & Landscape and Stormwater Area Maintenance Services

PREPARED BY:           Wade Vose, Village Attorney

DATE: 10/4/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

**ATTACHMENTS:**

**Description**

R052-2018 Approving a Piggyback Agreement for Roadway Mowing & Landscape and Stormwater Area Maintenance Services

Brightview Landscape Services, Inc. Contract Piggyback - Roadway Mowing & Landscape and Stormwater Area Maintenance - Indiantown



## **RESOLUTION No. 052-2018**

### **A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING PIGGYBACK AGREEMENT FOR ROADWAY MOWING & LANDSCAPE AND STORMWATER AREA MAINTENANCE SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Village of Indiantown desires to obtain Roadway Mowing & Landscape and Stormwater Area Maintenance services; and

WHEREAS, Martin County, Florida accepted a bid for Roadway Mowing & Landscape and Stormwater Area Maintenance services by Brightview Landscape Services, Inc. ("Contractor"), pursuant to RFB#2015-2743 ("Roadway Mowing & Landscape and Stormwater Area Maintenance"), by Agreement with an effective date of January 1, 2015 pursuant to a competitive public bidding process by Martin County; and

WHEREAS, as the Roadway Mowing & Landscape and Stormwater Area Maintenance services involved in such Agreement are substantially the same as the Roadway Mowing & Landscape and Stormwater Area Maintenance services desired by the Village, and the Village desires to piggyback upon such Agreement and utilize the competitively bid contract process administered by Martin County with respect to such bid, and Village and Contractor wish to adopt the contract documents, with certain minor modifications.

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

SECTION 1. AGREEMENT APPROVED. The Piggyback Agreement for Roadway Mowing & Landscape and Stormwater Area Maintenance Services, a copy of which is attached, is hereby approved, and the Mayor is hereby authorized to execute the same.

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

[THIS SPACE INTENTIONALLY LEFT BLANK.]

RES. 052-2018 Approving a Piggyback Agreement for Roadway Mowing & Landscape and Stormwater Area Maintenance

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 \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

\_\_\_\_\_  
CHERIE WHITE  
VILLAGE CLERK

\_\_\_\_\_  
SUSAN GIBBS THOMAS  
MAYOR

REVIEWED FOR FORM AND  
CORRECTNESS:

\_\_\_\_\_  
WADE C. VOSE  
VILLAGE ATTORNEY

## **PIGGYBACK AGREEMENT FOR ROADWAY MOWING & LANDSCAPE AND STORMWATER AREA MAINTENANCE SERVICES**

**THIS AGREEMENT** made this \_\_\_\_ day of October, 2018, by and between the Village of Indiantown, Florida, a municipal corporation of the State of Florida, P.O. Box 398, 16550 SW Warfield Blvd., Indiantown, FL 34956-0398, hereinafter the “Owner”, and Brightview Landscape Services, Inc., a Florida corporation, f/k/a Valleycrest Landscape Maintenance, Inc., hereinafter “Contractor” with its principal address at 401 Plymouth Road, Suite 500, Plymouth Meeting, PA 19462.

### **WITNESSETH:**

**WHEREAS**, Martin County, Florida (“MCF”) accepted Contractor’s bid for Roadway Mowing & Landscape and Stormwater Area Maintenance services, pursuant to RFB#2015-2743 (“Roadway Mowing & Landscape and Stormwater Area Maintenance”), by Agreement with an effective date of January 1, 2015, pursuant to a competitive public bidding process by MCF (the “MCF Bid”); and

**WHEREAS**, the MCF Bid package included formal contract documents binding upon the successful bidder, the “MCF Contract Documents”; and

**WHEREAS**, the Owner desires to obtain Roadway Mowing & Landscape and Stormwater Area Maintenance services; and

**WHEREAS**, as the Roadway Mowing & Landscape and Stormwater Area Maintenance services involved in the MCF Contract Documents with Contractor are substantially the same as the Roadway Mowing & Landscape and Stormwater Area Maintenance services desired by Owner, Owner elects to utilize the competitively bid contract process administered by MCF in the MCF Bid, and Owner and Contractor wish to adopt the MCF Contract Documents, with certain minor modifications as further described herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **I. RECITALS**

The foregoing recitals are true and are hereby made a part of this Agreement.

### **II. AMENDMENTS**

The MCF Bid and the MCF Contract Documents are incorporated into this Agreement and is deemed to be a part of this Agreement as modified as follows:

1. General. Where provisions of the MCF Bid and the MCF Contract Documents refer to “Martin County” or “County” as the

owner/contracting party, replace it with “Village of Indiantown, Florida.” Where provisions of the MCF Agreement refer to “Agreement” or “Contract”, it shall refer to the MCF Agreement as modified by this Agreement. Where the provisions of the MCF Contract Documents refer to the MCF “Purchasing Department”, it shall refer to the Village Manager, or designee.

2. Term. The term of this Agreement is three (3) years. The Agreement may be renewed for such additional terms as provided in the MCF Contract Documents, upon mutual agreement of both parties.
3. Unit Prices. The unit prices set forth in the MCF Bid and the MCF Contract Documents shall be applicable during the term of this Agreement.
4. Project Purchase Orders.
  - A. No services provided under this Agreement shall be authorized upon execution of the Agreement. The Owner shall initiate work assignments by providing Contractor with a written “Work Assignments”.
  - B. Each Work Assignment will set forth, among other things, the following:
    - i. The scope of services requested;
    - ii. Any deliverables;
    - iii. The time and schedule of performance;
    - iv. The method and amount of compensation based upon the unit prices set forth in Section 3 above;
    - v. Any modifications to this Agreement, if mutually agreed upon by the parties.
  - C. The services to be rendered by Contractor shall commence subsequent to the execution of each Delivery Request. Contractor’s work shall be performed, completed and submitted to Owner as specified in the Work Assignment.
  - D. Each Work Assignment will be sequentially numbered and shall be subject to Owner’s approval prior to a Notice-to-Proceed being issued. The terms and conditions of this Agreement shall be incorporated within and made a part of each Work Assignment.

5. Invoices. Applications for payments under the Agreement shall be submitted to the following:

Village Manager  
Village of Indiantown  
P.O. Box 398  
Indiantown, FL 34956-0398

6. No Other Amendments. Except as set forth herein, the Agreement is not amended. In the event of any conflict between the terms of this Agreement and the terms of the MCF Contract Documents, the terms of this Agreement shall prevail.

### III. MISCELLANEOUS

The following miscellaneous provisions are incorporated into this Agreement.

7. Notice. All notices and other communications required in connection with this Agreement shall be in writing unless otherwise specified herein, and any notice or other communication required hereunder shall be faxed and mailed to the address set forth below, and shall be deemed delivered three (3) business days after the deposit of the mailed notice thereof in any main or branch office of the United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties respectively as follows:

For notices and communications to the Town:

Village Manager  
Village of Indiantown  
P.O. Box 398  
Indiantown, FL 34956-0398

For notices and communications to Contractor:

**Brightview Landscape Services, Inc.**  
401 Plymouth Road  
Suite 500  
Plymouth Meeting, PA 19462

By notice complying with the foregoing requirements of this section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

8. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no



way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

9. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances shall not be impaired thereby, but such remaining provisions of this Agreement shall be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.
10. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.
11. Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 112.311 and as may be amended from time to time. Contractor further represents that no person having any interest shall be employed for said performance.
12. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement, the warranties and representations in the MCF Agreement. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor shall provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current Bidder's Qualifications Statement/Statement of Business Organization.
13. Termination. Owner may terminate this Agreement upon seven (7) days written notice to Contractor.
14. Allotment of Deliveries To The Contractor. Owner, through its designated Utility representative, shall, in its sole discretion, issue Delivery Requests to Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Delivery Requests. Owner retains the right

to utilize other contractors or otherwise bid and execute procurements. Contractor shall have no right to appeal or challenge Owner's decision regarding distribution of Delivery Requests.

15. Venue. The parties agree to exclusive venue for any disputes arising under this Agreement in the circuit Court in and for Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

BRIGHTVIEW LANDSCAPE SERVICES,  
INC.

By: \_\_\_\_\_  
Its Authorized Representative

ATTEST:

VILLAGE OF INDIANTOWN

\_\_\_\_\_  
CHERYL WHITE, CLERK

\_\_\_\_\_  
SUSAN GIBBS THOMAS, MAYOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
WADE C. VOSE, VILLAGE ATTORNEY





## **RESOLUTION No. 053-2018**

### **A RESOLUTION OF THE VILLAGE OF INDIANTOWN REVISING THE TANGIBLE PERSONAL PROPERTY TAX INCENTIVE GRANT PROGRAM ESTABLISHED BY RESOLUTION NO. 044-2018; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 166.021, Fla. Stat., provides municipalities with all home rule powers, and authorizes the village council to “exercise any power for municipal purposes, except when expressly prohibited by law” including the power to expend public funds to attract and retain business enterprises; and

**WHEREAS**, more specifically, Section 166.021(8), provides in part that “The governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purposes of this subsection.”

**WHEREAS**, pursuant to its authority, the Village Council established a Tangible Personal Property Tax Incentive Grant Program by Resolution No. 044-2018, wherein the Village Council also adopted Guidelines and a Program Outline for the program at Exhibit A to the resolution; and

**WHEREAS**, the Guidelines and Program Outline are in need of revision to provide for greater latitude in the crafting of appropriate economic development incentives.

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

**Section 1. Revision to Guideline and Program Outline.** Subsection Three (3) of the

Section entitled “Minimum Applicability and Criteria” of Exhibit A to Resolution No. 044-2018, entitled “Village of Indiantown Tangible Personal Property Tax Incentive Grant Program Guidelines and Program Outline” is hereby revised to read:

3. The grant will be in the form of a payment to accomplish a negotiated lower millage rate with respect to the total value of the business’ TPP for the applicable parcel identification number, or by payment of a negotiated lump sum, or by some other payment calculation methodology, all as set forth in the terms of the agreement.

**Section 2.** This Resolution shall take effect immediately upon adoption.

[This Space Intentionally Left Blank.]

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 \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

\_\_\_\_\_  
CHERIE WHITE  
VILLAGE CLERK

\_\_\_\_\_  
SUSAN GIBBS THOMAS  
MAYOR

REVIEWED FOR FORM  
AND CORRECTNESS:

\_\_\_\_\_  
WADE C. VOSE  
VILLAGE ATTORNEY





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

**ROLL CALL**

Cherie White, Village Clerk

**PRESENT**

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

**INVOCATION:** Senior Pastor Wanda Grooms delivered the invocation.

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

**PUBLIC COMMENT**

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

**COMMENTS BY VILLAGE COUNCIL MEMBERS**

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



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

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

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

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

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

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

#### **COMMENTS BY VILLAGE MANAGER**

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

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

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

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

District: One

Meeting Type: Hearing

Date: Thursday, August 30, 2018

Time: 5:00 pm to 7:00 pm

Location Name: Okeechobee KOA Convention Center

Street Address: 4276 US Highway 441 South

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

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

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

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

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

### **APPROVAL OF AGENDA**

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

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

**Approved 5/0**

### **CONSENT CALENDAR**

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

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

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

**Motion:** Approve Resolution 036-2018 as secondary contractor.

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

The Council recommended hiring local contractors next year.

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

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

**Approved 5/0**

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

**Motion:** Approve Resolution 037-2018 as primary contractor.

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

**Approved 5/0**

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

**Motion:** Approve Consent Calendar items 2,3,6

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

**Approved 5/0**

**REGULAR AGENDA**

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

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

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

**Approved 5/0**

**8. COMPREHENSIVE PLAN: PUBLIC INVOLVEMENT PLAN (PIP)**

**Bonnie Landry gave a brief presentation regarding the Comprehensive Plan and the Public Involvement Plan, as well as the timeline.**

**The Council agreed to hold the meetings both in english and in spanish.**

**Motion:** Approve Public Involvement Plan .

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

**Approved 5/0**

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

**Motion:** Approve Resolution 034-2018 .

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

**Approved 5/0**

**DISCUSSION ITEMS**

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

**Bonnie Landry gave a brief overview as to the schedule of the Local Planning Agency and recommended they meet before a regular scheduled Village Council Meeting at the second meeting of each month at 5:00 p.m.**

**Motion:** Approve LPA schedule of meeting

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

**Approved 5/0**

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

**Village Manager Lamar-Sarno gave a brief overview regarding the proposed declaration of local emergency for blue green algae.**

**The Council was in support of the proposed declaration.**

**Motion:** Approve Declaration of Local Emergency

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

**Donna Carman came forward and was in support of the proposed declaration.**

**Approved 5/0**

**Council Member Dowling stated he was absent as he was receiving training on behalf of the Village. He also requested the Council consider increasing the travel budget for the Village Council due the cost to attend the very informational sessions needed. He also asked that the Council consider moving the Council meetings earlier in the week due to many training opportunities that usually take place later in the week.**

**Mayor Thomas recognized the Martin County Fair Manager Jay Spicer who came forward and presented a draft plan to bring the Martin County Fair to Indiantown due to the need for parking at its current location. The Fair Committee is looking at raising the funds necessary to move the fair.**

**NEXT REGULAR MEETING**

**The Mayor announced the following meetings:**

**Thursday September 13, 2018 at 6:00 P.M. Tentative Budget Meeting**

**Thursday September 13, 2018 at 6:30 P.M. Regular Village Council Meeting**

**ADJOURNMENT : 8:45 P.M.**

**ATTEST:**

**VILLAGE OF INDIANTOWN, FLORIDA**

---

**CHERIE WHITE  
VILLAGE CLERK**

---

**SUSAN GIBBS THOMAS  
MAYOR**

**APPROVED ON October 11, 2018**



**VILLAGE OF INDIANTOWN  
REGULAR VILLAGE COUNCIL MEETING  
SEPTEMBER 13, 2018  
MINUTES**

**ROLL CALL**

Cherie White, Village Clerk

**PRESENT**

Council Member Dowling, Council Member Clarke, Council Member Hernández, Mayor Gibbs Thomas, Village Manager Teresa Lamar-Sarno and Village Attorney Wade Vose

**ABSENT**

Vice Mayor Stone

**INVOCATION** Bishop Ed Skiba

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

Mayor Thomas recognized County Commissioner Harold Jenkins, County Administrator Taryn Kryzda, County Attorney Sarah Woods, and former City of Stuart Commissioner Tom Campenni.

**PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS**

**2. Proclamation Family Day 2018**

Holly Laiben, Director of CHARACTER COUNTS, United Way came forward and graciously accepted the Proclamation and thanked the Council. She encouraged

everyone to have a family meal together five or more times a week, and said it can “strengthen the communication in the home”.

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

**No one was present.**

## **PUBLIC COMMENT**

Donna Carman, Indiantown Chamber of Commerce came forward and announced that tickets are now on sale for the Indiantown Rodeo that will be held October 19-20, 2018. She also held a surprise drawing for two lucky audience members who each won a ticket to the Rodeo.

## **COMMENTS BY VILLAGE COUNCIL MEMBERS**

Council Member Hernández said that she was very pleased with the past weekend and her roadside chat, meeting with residents to discuss or address any concerns they may have.

Council Member Clarke announced her roadside chat that will be taking place on Saturday September 15, 2018 in Booker Park at the corner of Lincoln Street.

Mayor Thomas thanked everyone for being involved, and encouraged them to stay active.

## **COMMENTS BY VILLAGE MANAGER**

Village Manager Lamar-Sarno requested that the Council consider an Alternate to the Treasure Coast Council of Local Governments.

The Council asked that the item be brought back at the next meeting for consideration.

Village Manager Lamar-Sarno announced that the Village was awarded a Department of Economic Opportunity Grant in the amount of \$40,000.00 for strategic planning and economic development.

She also announced that seven REI were received for Professional Engineering Services, and the selection Committee Bonnie Landry, Stuart Trent, Tim Voelker, will be meeting tomorrow at 2:00 p.m. to select from the proposals.

She also announced that Councilmember Stone notified her that he would be absent at this meeting, and was out of town.

She requested item 9a be added as an addendum immediately following the approval of the agenda. Item 8 be pulled and moved to the next meeting.

She announced that the Indiantown Community Trust Fund Assistance Funding Grant application and information is available online, and will be made available at the Indiantown Library as well as the Chamber of Commerce. The applications are due on Friday October 26, 2018 at 4:30 p.m. in the Village offices.

She announced that the Village offices are now open on Tuesday's from 8:30 am to 12:30 pm.

She wanted to publicly thank Linda Nycum and Marjorie Beary, who came up with the idea of having the "Village Roadside Chat" or "Walking Town Hall" idea to bring citizens and council together in neighborhoods.

Village Manager Lamar-Sarno announced that County Commissioner Jenkins has a special exciting announcement to make.

County Commissioner Harold Jenkins came forward and announced that he would be using, for the Village of Indiantown, un-used 2017 MSTU funds of \$46,277.00. He said that it would only be fair that if it was collected in Indiantown it should be used in Indiantown. He requested the Council come up with a suggested list of projects the funds could be used for.

The Council thanked Commissioner Jenkins.

Village Manager Lamar-Sarno also reminded the Council that the Village of Indiantown falls under the Comprehensive Emergency Management Plan of Martin County, in the event of an emergency or storm event. She stated that she and the Mayor will be required to represent the Village at the unified command center if an emergency is present. Village Manager Lamar-Sarno stated that she has received the proper unified command training necessary in order to be prepared for the event. "The Village has been well informed of the current status of Florence, and at this time is not expected to impact us". She also reminded council that contracts and agreements are in place in the event of a major storm or event. A list of Village assets have also been recorded.



## **APPROVAL OF AGENDA**

**Motion:** Approve the Agenda as amended adding addendum 9a, pulling item 8, pulling minutes of August 23, 2018 Regular Council Meeting and continuing item 11 to 9/27/2018.

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

**Approved 4/0 Council Member Stone Absent**

## **CONSENT CALENDAR**

4. Special Village Council Minutes of 08/14/2018 and 08/23/2018 and Regular Village Council Minutes of 08/23/2018 for approval.

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

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

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

**Motion:** Approve the Consent Calendar excluding the Regular Village Council Minutes of 08/23/2018

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

**Approved 4/0 Council Member Stone Absent**

9a. RESOLUTION 044-2018 ESTABLISHING A TANGIBLE PERSONAL PROPERTY TAX INCENTIVE GRANT PROGRAM.

Village Manager Lamar-Sarno gave a brief overview of the proposed grant program.

**Motion:** Approve the Consent Calendar

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

David Powers in support of the proposed Resolution 44-2018, and recommends approval.

Amy Brunjes, Regional Manager Florida Power & Light came forward and said that the timing of the program is very good for historical perspective. "In a desire to retain the FPL Central Distribution Facility, Martin County and FPL entered into a 5-year tax abatement program, that kept millions of dollars in Martin County and as we continue to increase inventory in that warehouse. We are currently in the third year of the agreement now, but that agreement we have with the county, it does provide us the lower millage rate, but it's limited to a grant that does not include ad valorem levies of other taxing authorities. Those levies now that have been levied by Indiantown are not included in that grant, which has resulted in a lower grant for FPL, and combined with the (inaudible) and also Martin County having an increase and the fact there is a smaller pool for Martin County to abate us, we are less and negatively impacted at the moment.

We have talked to Martin County about it, we have talked to you about it. As you have heard this week, Martin County did work with us, and did offer an up to a one year abatement, different amounts, but it's a lesser amount then we had previously but, that's the best they say they can do given their budget parameters. The fact that they can't use the ad valorem levies, Indiantown levying for the FMSTU's. But we told Martin County that we would do that, but not on a permanent basis, because it wasn't enough, and that we would have to relocate by the end of the year, if we could not somehow get back to where we were before the Incorporation. I want to tell you the same message, and at the same time ask you to also afford us an up to one year abatement, if at all possible, to abate us back from the taxes that were paying here now in Indiantown, it an initial \$1.2 million that were paying on the CBS, and if you can do that, it would be a really good thing. I have to say from the asset that we do want the agreement, and that would give us a rebate back on the taxes that were going to be paying for 2018, and when we wrote that check in November we would get the rebate back in February, if you so choose to approve a rebate for us. If we can't before the end of the year get to some type of plan or agreement that gets us whole, we still won't be able to stay. By us entering into this

agreement with you, staying within Martin County, it's really for the opportunity to have a period of time where we can try to work together, and try to come to a win win situation. So we are all going to participate in that and all work toward that goal. All that I ask tonight, now that you have passed this program is that you agree to abate us some of the taxes we will be paying to Indiantown in 2018. That would be our ask, as we continue moving forward, as a solution that works for everybody."

Donna Carmen came forward and stated that we need to do whatever we can to keep Florida Power & Light here.

**Approved 4/0 Council Member Stone Absent**

Council Member Dowling asked that staff and Council continue discussions with Florida Power & Light and Martin County.

Mayor Thomas requested staff bring back a proposal or an up to one year agreement for a rebate to FP&L.

**Motion: Have staff bring back an agenda item to the next meeting for a proposal or agreement for an up to one year agreement for a rebate to FP&L. with a couple of recommendations**

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

Village Attorney Vose asked for clarification on the motion and guidance to staff on what to bring back to the Village council.

Council Member Dowling : "At the Martin County Commission meeting there was some discussion regarding the 50%, and 94%, maybe those will kind of give us an idea as to what those numbers would yield."

Mayor Thomas asked for further clarification of the 50% and 94% of the rebate?

Village Attorney Vose asked the Council if they wanted staff to bring back models using the percentages given and examples of what those options would be.

Amy Brunjes, Regional Manager, Florida Power & Light came forward and requested that the agreement that we have now is not tied to anything that we are doing in the future. She explained that the amount of taxes that FPL would be paying taxes on the solely on the warehouse \$347,000.00.

Taryn Kryzda came forward, for clarification, and stated: "The 97% number that was put out was never a number where Martin County was. Initially, going into this program, Martin County was in a situation where we were rebating about a

60% benefit, so whatever our millage was for the County wide, let's say MSTUs, we were at 9 and some change. I don't want to bore you with numbers, and we agreed we would get 4. So when you do the math, it's a 60% reduction, that's ultimately where we probably can be. The 96% is because FP&L has come back and now is asking for us to absorb, not only Indiantown increase but the School Boards increase, and anybody else's increase. Those are funds we don't have access to, and we can probably get you to where you were before, and get them to where the agreement was before, that's probably doable, but that's a 60% reduction."

Renita Presler came forward and asked for clarification of the request by FPL, and expressed concern over their request for a 60% reduction in taxes.

Amy Brunjes, Regional Manager, Florida Power & Light came forward and explained the rebate FP&L is requesting is due to the negative impact of Indiantown Incorporation and will be looking at a new business retention program. "Were not asking Indiantown to absorb it all, but is more cost effective. She said that FPL would like to come to a Resolution, a good one, so they can stay in Indiantown and not have to be paying the extra money that brought us to this agreement in the first place. She said they would all like to work together in the next couple of months with a new program that gets us to where we want to be. But, at the end of the day we have to do what is best for all of our customers."

Rich Leon came forward and requested clarification on what FP&L is paying in taxes and what they are talking about moving.

Mayor Thomas suggested these questions be addressed to FP&L after the meeting.

Greg Flewelling came forward and stated that he did not want to see FP&L move out of Indiantown but suggested having the Village Manager work with them and come back with some numbers but not do anything in haste.

Village Manager Lamar-Sarno clarified that the Village staff has been actively meeting, and have had several discussions regarding this matter with FP&L and Martin County. She encouraged everyone to take a collaborative approach and assured the Council that it should be equitable for everyone involved.

**Approved 4/0 Council Member Stone Absent**

## **REGULAR AGENDA**

**Clerks Note: Item 8 was continued to September 27, 2018.**

8. Indiantown Community Trust Fund Selection Committee Recommendations

9. Comprehensive Plan Listening Session

Bonnie Landry and Mike McCarty of McCarty and Associates conducted a hands on polling study with the audience and Council as it relates to the desires and concepts for the development of Indiantowns Comprehensive Plan. Several questions were asked and the audience voted using their hand held clicker. She explained the results of the data will be published and presented at the next council meeting.

## **SECOND READING ORDINANCES**

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

**Motion:** Approve to continue item 8, Ordinance 008-2018 to the next regular Council meeting 9/27/2018

Moved by Council Member Dowling, seconded none

Motion dies for a lack of second

**Motion:** Approve the Ordinance 008-2018 on Second Reading

Moved by Council Member Clarke, seconded, Council Member Hernández

Council member Hernandez expressed concern over the proposed parking regulations in a residential zone, as it relates to 1 ton or more trucks. She recommended staff make a recommendation to the Council.

Council Member Dowling recommended continuing the item.

Mayor Thomas also said she expressed concern over some proposed language in the Ordinance as it relates to parking of trucks in residential, hunting, tall grass and underbrush. She suggested holding a workshop on this matter.

**Withdraw Motion:** For the approval of Ordinance 008-2018 on Second Reading

Moved by Council Member Clarke, seconded, Council Member Hernández

**Motion:** Hold a workshop to discuss Ordinance 008-2018 at a future date to be determined by Village staff.

Moved by Council Member Clarke, seconded, Council Member Hernández

The Village Attorney explained the process and how the Code can be adopted in the future.

Scott Watson came forward and said there is a big issue in Indiantown with parking and did not want to see strong enforcement but suggested looking at creating public parking areas that are safe and secure that those working people of Indiantown can access their trucks easily. We need to start looking at moving forward as a community to help facilitate the working people of Indiantown.

Barbara Clowdes came forward and suggested setting a date certain so that she can publish it in her government publication for distribution.

Village Manager and Council suggested several dates, but both agreed that they would look at the calendar for a special meeting after hours.

A member of the public came forward and expressed concern over the need for Code Enforcement that is needed for Indiantown, he encouraged public input and that it be well publicized.

**Approved 4/0 Council Member Stone Absent**

Clerks Note: Item 11 was continued to 9/27/2018

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

## **DISCUSSION ITEMS**

## **ANNOUNCEMENTS:**

Council Member Dowling asked everyone to keep the North and South Carolina residents in their thoughts and prayers as they prepare for the approaching hurricane.

### **NEXT REGULAR MEETING**

The Mayor announced the following meetings:

September 20, 2018 at 6:00 p.m. Special Meeting to discuss the Village Manager process.

September 27, 2018 at 5:00 pm. LPA Meeting

September 27, 2018 at 6:15 p.m. Final Budget Hearing

September 27, 2018 at 6:30 p.m. Regular Village Council Meeting.

### **ADJOURNMENT 8:47 P.M.**

**ATTEST:**

**VILLAGE OF INDIANTOWN, FLORIDA**

---

**CHERIE WHITE**  
**VILLAGE CLERK**

---

**SUSAN GIBBS THOMAS**  
**MAYOR**

**APPROVED ON: October 11, 2018**



**VILLAGE OF INDIANTOWN**  
**SPECIAL VILLAGE COUNCIL MEETING**  
**SEPTEMBER 13, 2018 6:00 P.M.**  
**MINUTES**

**ROLL CALL**

Cherie White, Village Clerk

**PRESENT**

Council Member Dowling, Council Member Clarke, Council Member Hernández, Mayor Gibbs Thomas, Village Manager Teresa Lamar-Sarno and Village Attorney Wade Vose

**ABSENT**

Vice Mayor Stone

**INVOCATION**

Bishop Ed Skiba

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

Mayor Thomas recognized County Commissioner Harold Jenkins, County Administrator Taryn Kryzda, and County Attorney Sarah Woods.

**COMMENTS BY VILLAGE COUNCIL MEMBERS**

Council Member Dowling recognized former City of Stuart Commissioner Tom Campenni.

**COMMENTS BY VILLAGE MANAGER**

**None**



## **APPROVAL OF AGENDA**

Motion: Approve the Agenda

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

Approved 4/0 Stone Absent

## **REGULAR AGENDA**

1. RESOLUTION No. 039-2018 - A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING A TENTATIVE MILLAGE FOR FISCAL YEAR 2018-19; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion: Approve Resolution 39-2018

Moved by Council Member Clarke, seconded by Council Member Hernández

Council Member Dowling requested staff look at additional funding sources in the future.

Approved 4/0 Stone Absent

2. RESOLUTION No. 040-2018 - A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR FISCAL YEAR 2018-19; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Manager Lamar-Sarno gave a brief presentation to the Council and Public on the proposed budget, summarizing the details. She announced the final budget hearing date of September 27, 2018 at 6:15 p.m.

Motion: Approve Resolution 40-2018

Moved by Council Member Dowling, seconded by Council Member Hernández

Approved 4/0 Stone Absent

## **DISCUSSION ITEMS ANNOUNCEMENTS**

Village Attorney Vose announced the date, time, and location of the final budget hearing as follows:

**Date: September 27, 2018**

**Time: 6:15 P.M.**

**Location : Indiantown Civic Center 15675 SW Osceola Street Indiantown,  
Florida 34956**

## **NEXT REGULAR MEETING ADJOURNMENT**

**ADJOURNMENT : 6:30 P.M.**

**ATTEST:**

**VILLAGE OF INDIANTOWN, FLORIDA**

---

**CHERIE WHITE  
VILLAGE CLERK**

---

**SUSAN GIBBS THOMAS  
MAYOR**

**APPROVED ON: October 11, 2018**



**VILLAGE OF INDIANTOWN  
AGENDA  
SPECIAL VILLAGE COUNCIL MEETING  
SEPTEMBER 20, 2018, 6:30 PM  
MINUTES**

**ROLL CALL**

Cherie White, Village Clerk

**PRESENT**

Council Member Dowling, Council Member Clarke, Council Member Hernandez, Mayor Gibbs Thomas, Vice Mayor Stone, Village Manager and Village Attorney Wade Vose

**ABSENT**

Teresa Lamar-Sarno

**INVOCATION**

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

**COMMENTS BY VILLAGE COUNCIL MEMBERS**

Council Member Dowling asked the public to be patient while the Village continues to work on communication to the public.

Mayor Thomas noted that this week is Constitution week and asked the public to recognize the week. She also noted that tonight's meeting was announced in TC Palm, posted on the web site, and that she announced it at the last regular Council meeting.

**COMMENTS BY VILLAGE MANAGER**

**APPROVAL OF AGENDA**

**Motion:** Approve the Agenda

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

**Approved 5/0**

## **PUBLIC COMMENT**

## **CONSENT AGENDA**

## **REGULAR AGENDA**

### **1. Village Manager search discussion**

Mr. Dan Kleman gave an overview of the Village Manager Search criteria.

Mr. Kleman presented a timeline of the recruitment process.

The council discussed the timeline and made some suggestions.

Several public comments were heard and the following motion was made by the Village Council.

**Motion:** Approve Village Manager schedule presented by Mr. Kleman with a Special Village Council Meeting to short list the candidates for November 14, 2018 6:00 p.m., hold an all-day Special Village Council Meeting for November 29, 2018 beginning at 9:00 a.m. to conduct interviews, followed by a public reception with the candidates pending the Civic Center availability and then convene at the 6:30 p.m. Regular Council Meeting to consider a selection of a candidate.

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

**Approved 5/0**

Marjorie Beary asked that the public also see the applicants resumes.

The Council agreed to add them to the Village website.

Holly Garrett suggested having a resident as a member of the Committee to short list the candidates.

Mike Garrett came forward and asked for clarification of the timeline of the all-day Special Village Council Meeting for November 29, 2018.

Mr. Kleman explained the public will be able to be present at the public interviews of the Village Council.

Mr Kleman presented a sample of the Village Manager recruiting process and profile.

The Council corrected the profile to include the Incorporation of Indiantown date to December 31, 2017.

Council Member Dowling wanted to clarify that during the incorporation process the Village Manager was a contractual position in order to keep the cost down, and asked for that position to be contractual with a set salary amount.

Mr. Kleman explained that all of the options are open and are to be determined by the Village Council, including whether or not the position is contractual or if the Village will be offering a benefit package or not. He did recommend setting a salary or salary range.

Mayor Thomas said she would like to see a candidate with a minimum of 7- years of experience.

Council Member Dowling said that the same conversation came up with the Village Attorney search criteria and when the Village Manager position came up the same 5 years was talked about.

The Village Council made the following motion:

**Motion:** Approve the Village Manager Recruitment Profile with the amendment of the Indiantown Incorporation of December 31, 2017.

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

Donna Carman came forward and stated wants to keep the recruitment local. She understands that the community may not have all the resources but one day she would like to see a Manager working 5 days a week. She also feels the budgeted amount should be sufficient covering a Village Manager 5 days a week.

Village Clerk Cherie White read an email into the public record and is part of the record from Linda Nycum supporting Teresa Lamar Sarno as Village Manager and will be made part of the minutes.

Renita Presler came forward and supported the increase in years of experience for the search criteria. She also asked about political signage and the time frame as to when the signs can be erected.

The Village Attorney suggested having Bonnie Landry answer the question.

It was clarified that no political signs can be placed in the right of way but that the Village would recognize the County laws.

Marjorie Beary came forward and recommended the candidate be bilingual. She said that Teresa Lamar -Sarno has always been very responsive to the public and she wants to see that continue.

Thelma Waters came forward and said she would like to have the candidate be bilingual and can relate to the public. She wants to see the process move forward.

Donna Carman read into the record a letter from Scott Watson, and the letter will be made part of the minutes.

Mayor Thomas wanted to clarify the requirements.

Ashley Roberts came forward and urged the Council to choose a candidate that has Government Manager experience.

Attorney Vose clarified that the position could include “bilingual preferred but not required”.

A member of the public came forward and suggested better communication such as robo calls to the community so that everyone knows what is going on. She encouraged the Council to use the local resources, and wants to see the community succeed.

The Village Clerk announced that the Village has a sign- up sheet in the back of the room for residents to be added to a robo-call list, and to be notified when events happen in the Village.

Ivory Alleyne came forward and asked if the library can publish the notice of the meetings.

Donna Carman of the Chamber of Commerce stated that they do publish the meeting notices.

Council Member Dowling asked if we could add they would prefer a Bi lingual candidate preferred but not mandatory.

**Modified Motion:** Approve the Village Manager Recruitment Profile with the amendment of the Indiantown Incorporation of December 31, 2017 and adding Bi Lingual preferred but not required.

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

**Approved 5/0**

**DISCUSSION ITEMS  
COMMENTS FROM THE PUBLIC  
ANNOUNCEMENTS**

**The Mayor announced that the following meetings:**

**5:00 P.M. Special Village Council meeting to discuss Annexation.**

**6:15 P.M. Special Village Council meeting to adopt the Final Budget**

**6:30 P.M. Regular Village Council meeting.**

**NEXT REGULAR MEETING**

**ADJOURNMENT 6:45 P.M.**

**ATTEST:**

**VILLAGE OF INDIANTOWN, FLORIDA**

\_\_\_\_\_  
**CHERIE WHITE  
VILLAGE CLERK**

\_\_\_\_\_  
**SUSAN GIBBS THOMAS  
MAYOR**

**APPROVED ON: October 11, 2018**



**VILLAGE OF INDIANTOWN**  
**SPECIAL VILLAGE COUNCIL MEETING**  
**SEPTEMBER 27, 2018 5:00 P.M.**  
**MINUTES**

**ROLL CALL**

Cherie White, Village Clerk

**PRESENT**

Council Member Dowling, Council Member Clarke, Council Member Hernández, Mayor Gibbs Thomas, Village Manager Teresa Lamar-Sarno and Village Attorney Wade Vose

**INVOCATION** Bishop Ed Skiba

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

Mayor Thomas recognized County Commissioner Harold Jenkins, County Administrator Taryn Kryzda.

**COMMENTS BY VILLAGE COUNCIL MEMBERS**

**COMMENTS BY VILLAGE MANAGER**



## **APPROVAL OF AGENDA**

Motion: Approve the Agenda

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

**Approved 5/0**

## **REGULAR AGENDA**

### **1. Village of Indiantown Voluntary Annexation Process discussion**

Bonnie Landry, Planning Consultant and Mike McCarty presented to the Council and public the standards as it relates to voluntary annexation petitions.

The Council discussed the various fees as it relates to applications and impact fees collected.

Bonnie Landry explained that the Village of Indiantown would have cost associated with a voluntary annexation application including, advertising, recording, mail outs, signage and consulting review fees that are required.

The Village Council directed staff to prepare the estimated cost and fee schedule to accept an annexation application to include all the cost.

Marjorie Berry came forward and stated she would want specific historical property information relating to annexation request. She also asked if there was a process to leave the Village.

Village Attorney Vose explained the de-annexation or contract process spelled out in Florida Statutes.

**Donna Carman came forward and expressed concern over the cost to a property owner.**

## **DISCUSSION ITEMS**

## **ANNOUNCEMENTS**

**Mayor Thomas announced that the next meeting is going to be held at 6:15 pm.**

## **NEXT REGULAR MEETING**

**ADJOURNMENT 6:00 P.M.**

**ATTEST:**

**VILLAGE OF INDIANTOWN, FLORIDA**

---

**CHERIE WHITE  
VILLAGE CLERK**

---

**SUSAN GIBBS THOMAS  
MAYOR**

**APPROVED ON: October 11, 2018**



**VILLAGE OF INDIANTOWN**  
**SPECIAL VILLAGE COUNCIL MEETING**  
**SEPTEMBER 27, 2018 6:15 P.M.**  
**MINUTES**

**ROLL CALL**

Cherie White, Village Clerk

**PRESENT**

Council Member Dowling, Council Member Clarke, Council Member Hernández, Mayor Gibbs Thomas, Village Manager Teresa Lamar-Sarno and Village Attorney Wade Vose

**INVOCATION** Bishop Ed Skiba

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

Mayor Thomas recognized County Commissioner Harold Jenkins, County Administrator Taryn Kryzda.

**COMMENTS BY VILLAGE COUNCIL MEMBERS**

**COMMENTS BY VILLAGE MANAGER**

## **APPROVAL OF AGENDA**

Motion: Approve the Agenda

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

**Approved 5/0**

## **REGULAR AGENDA**

1. RESOLUTION No. 045-2018 - A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING A FINAL MILLAGE FOR FISCAL YEAR 2018-19; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Thomas announced the millage rate of 4.2623 mills.

Motion: Approve the Agenda

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

Doug Caldwell came forward and questions the accuracy of the fund balance amount being presented. He asked how much fund balance would be enough and feels like the reserve amount is too much. He also invited the council to the Indianwood pancake breakfast on October 6, 2018 beginning at 7:30 am.

Scott Watson came forward and expressed concern over the millage amount. He asked for the millage to be lower and zero tax increase.

Council Member Dowling thanked staff for their hard work during the budget process. He concluded by saying he did not support the budget millage.

Donna Carman came forward and thanked the Council and staff for their diligence on the budget.

**Approved 4/1 Dowling opposed**

2. RESOLUTION No. 046-2018 - A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING A FINAL BUDGET FOR FISCAL YEAR 2018-19; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion: Approve the Agenda

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

**Approved 5/0**

## **DISCUSSION ITEMS**

## **ANNOUNCEMENTS**

**Mayor Thomas announced that the next meeting is going to be held at 6:30 pm.**

## **NEXT REGULAR MEETING**

**ADJOURNMENT 6:25 P.M.**

**ATTEST:**

**VILLAGE OF INDIANTOWN, FLORIDA**

---

**CHERIE WHITE  
VILLAGE CLERK**

---

**SUSAN GIBBS THOMAS  
MAYOR**

**APPROVED ON: October 11, 2018**

## VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETINGDATE: October 11, 2018

MEETING TYPE: Regular Agenda

AGENDA ITEM TITLE: Village Council Travel Reimbursement Policy

SUMMARY OF ITEM: At the September 27, 2018 Regular Village Council Meeting the Village Manager presented an item discussing potential Council Member travel policy. At that time the Council directed staff to provide the Council with a breakdown of the travel budget and demonstrate the options discussed by the Council. This item is in response to that agenda item and intends to provide further guidance to the Village Council on potential Village Council travel policy.

The Village Council has expressed a desire to determine the appropriate travel reimbursement policy for Council Members. From time to time, Council Members may attend training sessions, workshops, conferences and meetings that are pertinent to Village business. Typically these are educational opportunities for the Village Council to learn from other municipalities or represent the Village of Indiantown.

The Village budget has a limited travel budget which not only applies to the Council but also Village staff.

RECOMMENDATION: Provide staff with direction regarding Council Travel Reimbursement.

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 10/3/2018

REVIEWED BY: Wade Vose, Village Attorney

DATE: 10/5/2018

APPROVED BY:

DATE:

ATTACHMENTS:

Description

FY 2017-2018 Travel

FY 2018-2019 Travel Options

**2018 FLORIDA LEAGUE OF CITIES ANNUAL CONFERENCE**

	<u>registration</u>	<u>hotel</u>	<u>meals/incidentals</u>	<u>millage</u>	<u>Total</u>
THOMAS	\$525.00	\$507.00	\$0.00	\$0.00	\$1,032.00
STONE	\$525.00	\$567.00	\$163.00	\$97.99	\$1,352.99
HERNANDEZ	\$525.00	\$567.00	\$148.00	\$97.99	\$1,337.99
CLARKE	\$525.00	\$517.11	\$123.00	\$97.99	\$1,263.10
DOWLING	\$525.00	\$413.00	\$118.00	\$97.99	\$1,153.99
					<b>\$6,140.07</b>

**2018 FLC Elected Municipal Officials Institute**

	<u>registration</u>
THOMAS	\$300.00
STONE	\$300.00
HERNANDEZ	\$300.00
CLARKE	\$300.00
DOWLING	\$300.00
	<b>\$1,500.00</b>

***Total FY 2018 Education and Travel***  
**\$7,640.07**

### Travel Reimbursement Option A

<b>FY 2019-2010 Travel Budget \$10,000</b>	<b>Total</b>	<b>Remainder</b>	<b>Available to each Council Member</b>
FLC Annual Conference	\$3,875.00		
Village Staff Training	\$1,000.00		
*Elected Municipal Officials Institute	\$3,085.00		
	<b>\$7,960.00</b>	<b>\$2,040.00</b>	<b>\$408.00</b>

<b>FY 2019-2020 Education Budget \$7,000</b>	<b>Total</b>	<b>Remainder</b>	<b>Available to each Council Member</b>
FLC Annual Conference Registration	\$2,625.00		
Staff Registration	\$600.00		
	<b>\$3,225.00</b>	<b>\$3,775.00</b>	<b>\$755.00</b>

### Travel Reimbursement Option B

<b>FY 2019-2010 Travel Budget \$10,000</b>	<b>Total</b>	<b>Remainder</b>	<b>Available to each Council Member</b>
Village Staff Training	\$1,000.00		
*Elected Municipal Officials Institute	\$3,085.00		
	<b>\$4,085.00</b>	<b>\$5,915.00</b>	<b>\$1,183.00</b>

<b>FY 2019-2020 Education Budget \$7,000</b>	<b>Total</b>	<b>Remainder</b>	<b>Available to each Council Member</b>
Staff Registration	\$600.00		
	<b>\$600.00</b>	<b>\$6,400.00</b>	<b>\$1,280.00</b>

\*Elected Municipal Officials Institute ALL Council Members are attending for 3 nights. These are good estimates if all Council members receive all reimburseables. Registration was absorbed in the FY 2017-2018 Budget



## VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETINGDATE: October 11, 2018

MEETING TYPE: Bonnie Landry

AGENDA ITEM TITLE: Report from Listening Session on Comprehensive Plan

SUMMARY OF ITEM: The Comprehensive Plan Review Committee (CPR) met on September 28. At this meeting, staff presented the initial data from the September 13, 2018 Council meeting whereby members of the public were able to express their opinions of policy issues to frame the Comprehensive Plan. After presenting the initial results, committee members provided comments about the data and listened to feedback from the public. The overwhelming concern expressed at this meeting was that the group of about 30 polled was not an adequate sampling and did not represent the Village of Indiantown community. It is important to note that this is the first of many polling opportunities to be provided between now and the beginning of calendar year 2019. The approved Public Involvement Plan includes a plan to offer workshops in each of the neighborhoods taking the meeting to the residents instead of having them travel to the Civic Center. One idea that came from the last CPR meeting was to have one member of the CPR volunteer to accompany planning staff to this series of meeting especially if that member lives in the neighborhood. Having one of their neighbors present may set a more comfortable tone for the meeting. In addition, the Village Manager recommended the purchase of the most up to date polling equipment so that they are readily available for these meetings. The Council supported this purchase. (The equipment used in September was on loan from The Regional Planning Council and was more than 10 years old. Because of the age of the technology, it is not compatible with current computer operating systems, and there is no update available.) These devices are expected to arrive in time for the next public workshop scheduled for October 22.

The attached powerpoint slides provide the raw data from the September meeting. There were comments from those who attended the CPR meeting that some of the questions should be expanded upon to get even more data. One example would be the question about Indiantown's biggest need. Forty six percent (46%) stated that there were not enough places to work which was nearly equal to the number of participants who believed there were not enough places to live or forty three percent (43%). In this case, it was recommended that this question be further explored with follow up questions being what type of jobs are needed. The three questions about housing seemed to indicate a desire for housing choices. Forty three percent (43%) felt that homes should be further apart; thirty two percent (32%) felt homes were about the right distance between them. Fifty two percent (52%) of those polled expressed a desire for more affordable housing; followed by thirty four percent (34%) who wanted more workforce housing. The response for the type of housing was fairly equal between a desire for more single family homes (32%) and rental communities (36%).

The results from the question about transportation needs was overwhelmingly a desire to fix the existing roadways (59%) followed by alternative modes of travel

at forty one percent (41%).

As far as new development, the majority of those polled believed there already existed a right mix of land for green space and land for development (55%).

With regard to water and sewer services, a majority of those polled were not satisfied with their current water and wastewater services at sixty eight percent (68%). One of the follow up questions recommended at the CPR meeting was to include in the next public workshop a question that would further explain why those polled were unhappy with their utility services. Is it because they are currently not served by the utility and are depending upon and well and septic or is it because they have water and sewer but they do not feel the level of service is sufficient.

There was also a question about intergovernmental coordination. Of those polled, seventy seven percent (77%) desired to improve Indiantown's relationship with other governments. A follow up question to this discussed at the CPR meeting was to have a follow up question as to which government they wished to have better relations (county, school district, adjacent municipalities).

Staff will review these results with the Council and develop broad themes and follow up questions to be presented at future workshops.

**RECOMMENDATION:** Staff recommends that the Council review the initial reaction from the CPR meeting, provide their own reactions and comments and direct staff to summarize all findings in a brief report to include broad themes that will frame the future comprehensive plan.

**PREPARED BY:** Bonnie Landry

**DATE:** 10/4/2018

**REVIEWED BY:** Wade Vose, Village Attorney

**DATE:** 10/4/2018

**APPROVED BY:**

**DATE:**

**ATTACHMENTS:**

Description

Listening Session Results

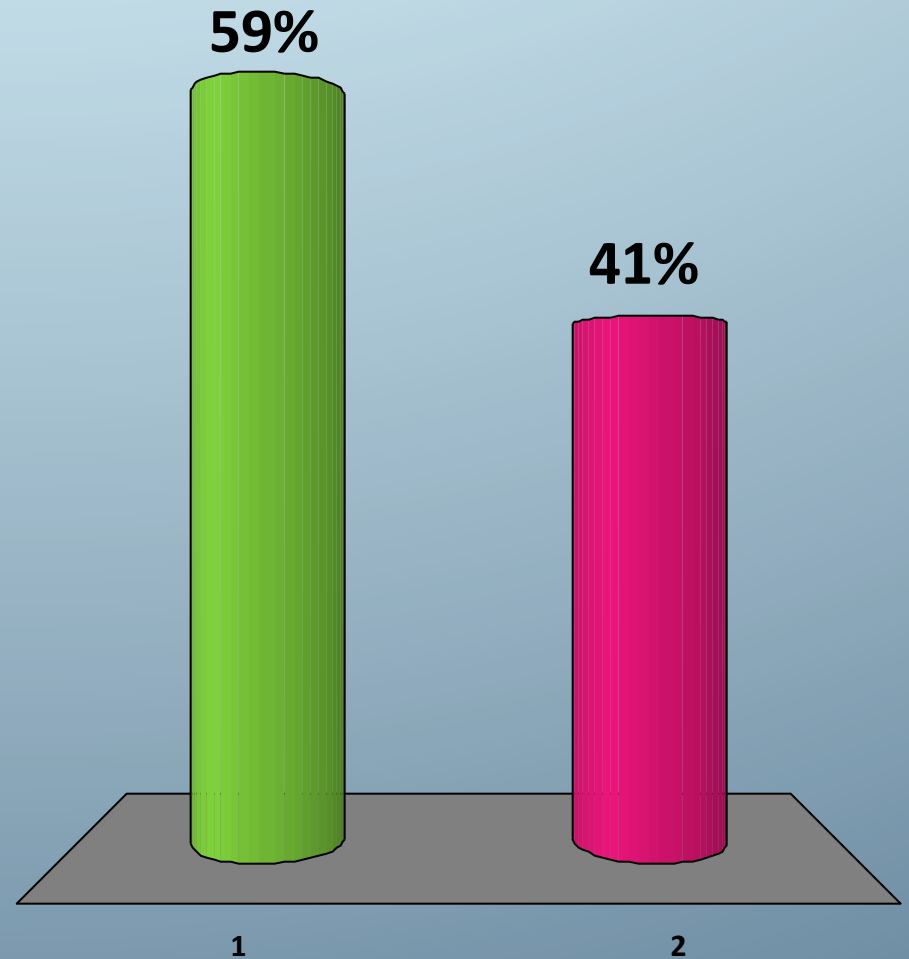
# Indiantown Listening Session

Development of the Comprehensive Plan

Thursday, September 13, 2018  
6:30 PM

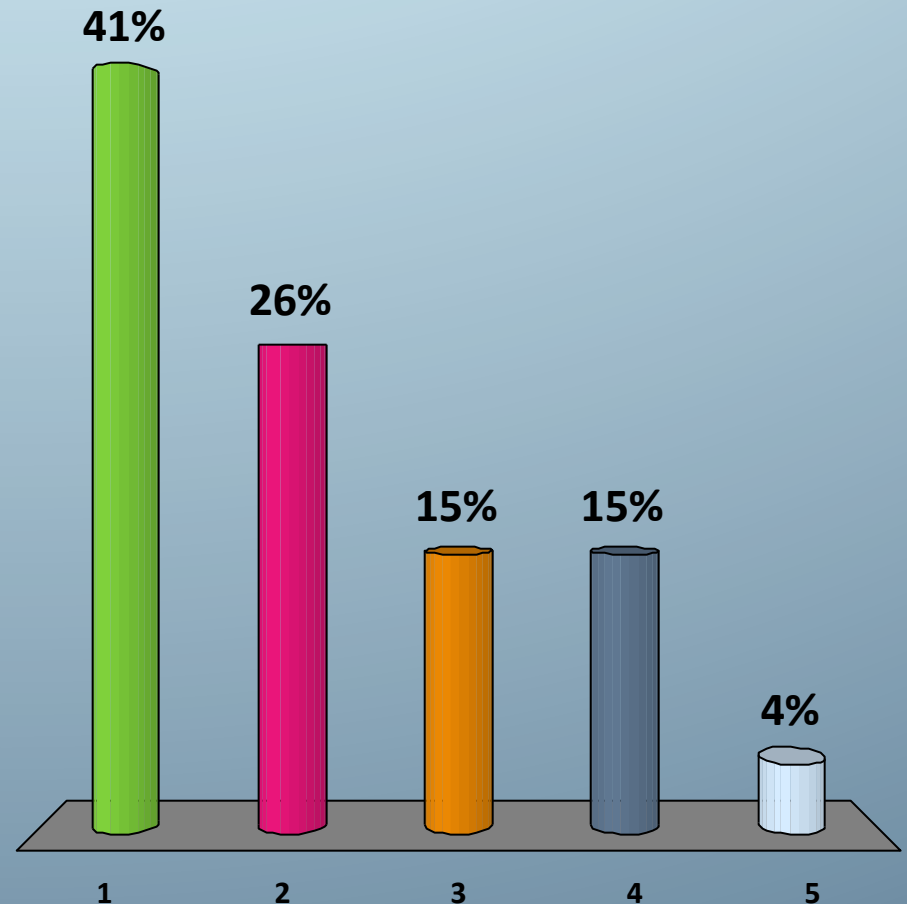
# 1) I believe in Santa Clause

1. True
2. False



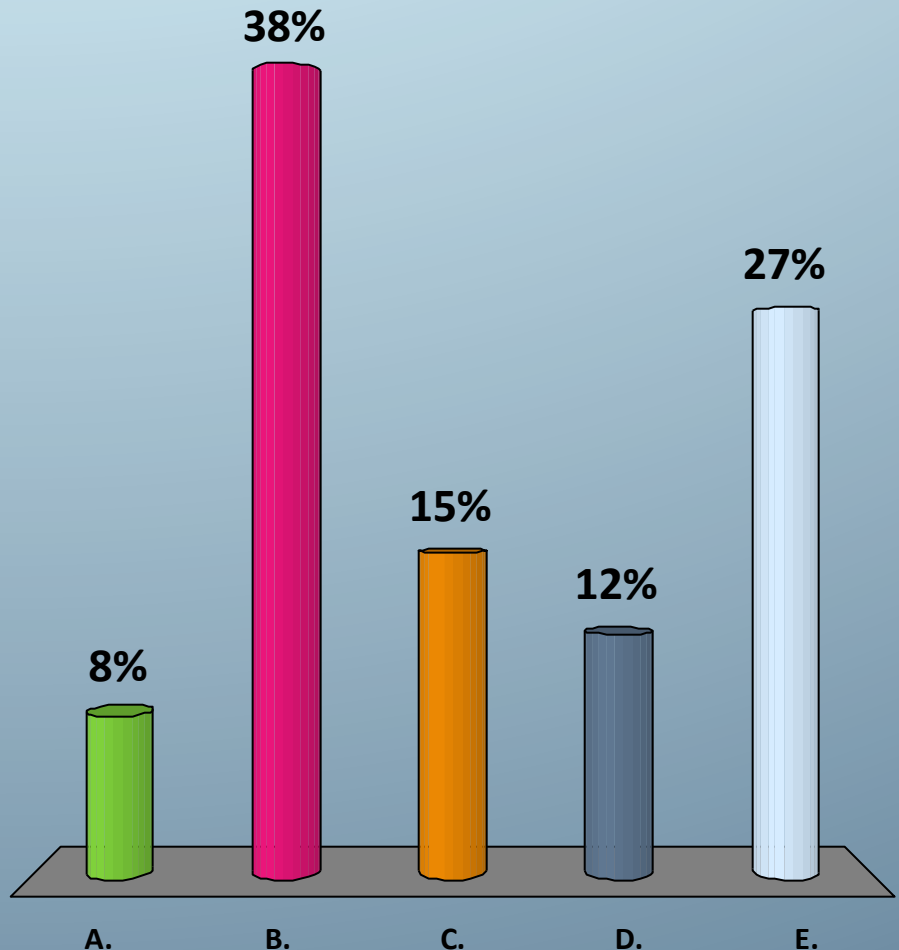
## 2) What color are your eyes?

1. Brown
2. Blue
3. Green
4. Hazel
5. Other



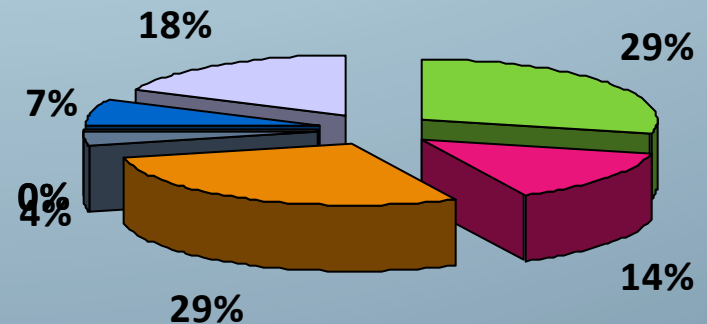
### 3) How many children do you have?

- A. 1
- B. 2
- C. 3
- D. More than 3
- E. I do not have children

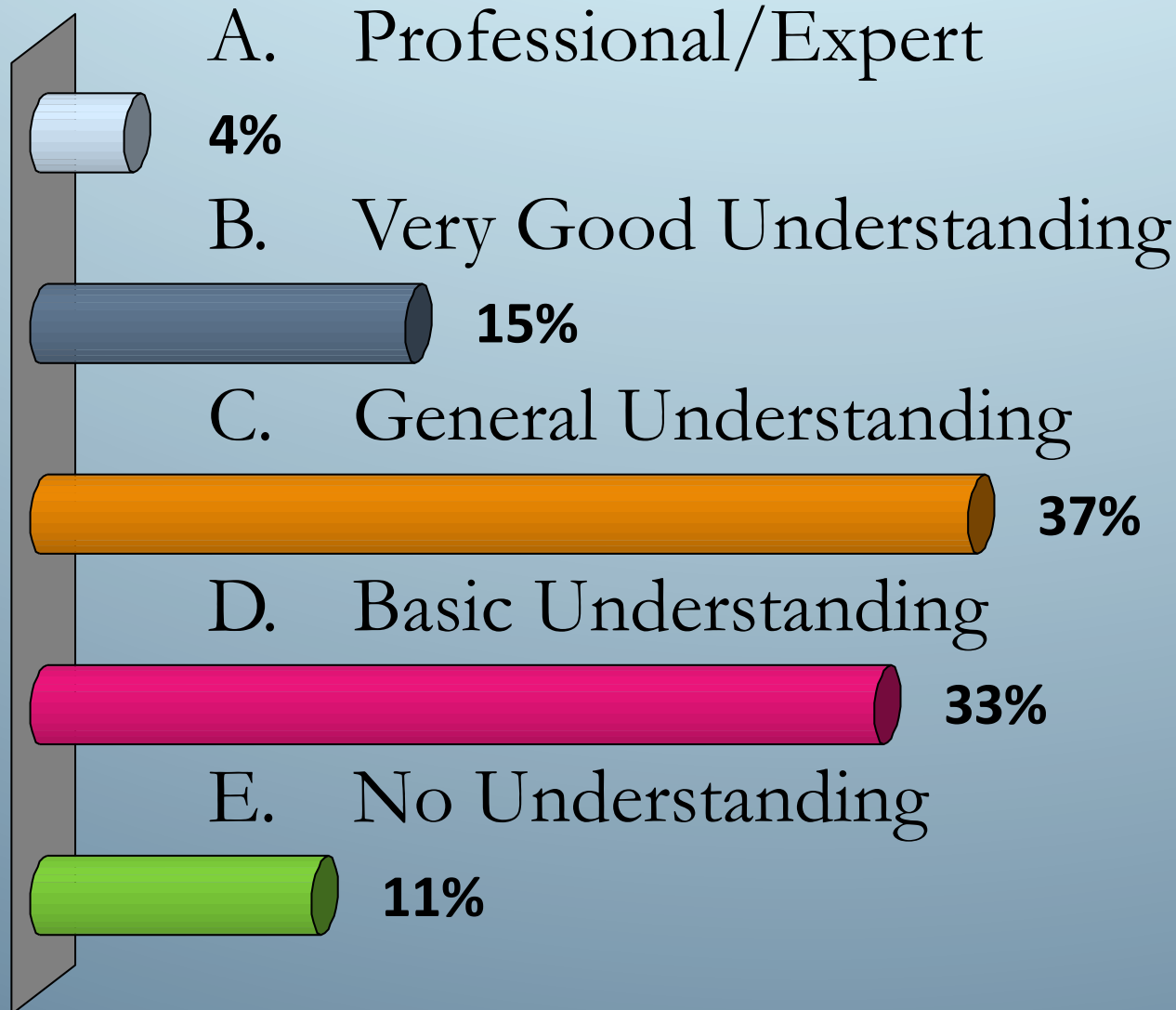


## 4) Where do you live?

- A. Uptown
- B. Booker Park
- C. Indianwood
- D. Westbrook
- E. Waynesbrook
- F. New Hope
- G. Other \_\_\_\_\_
- H. Outside of  
Indiantown

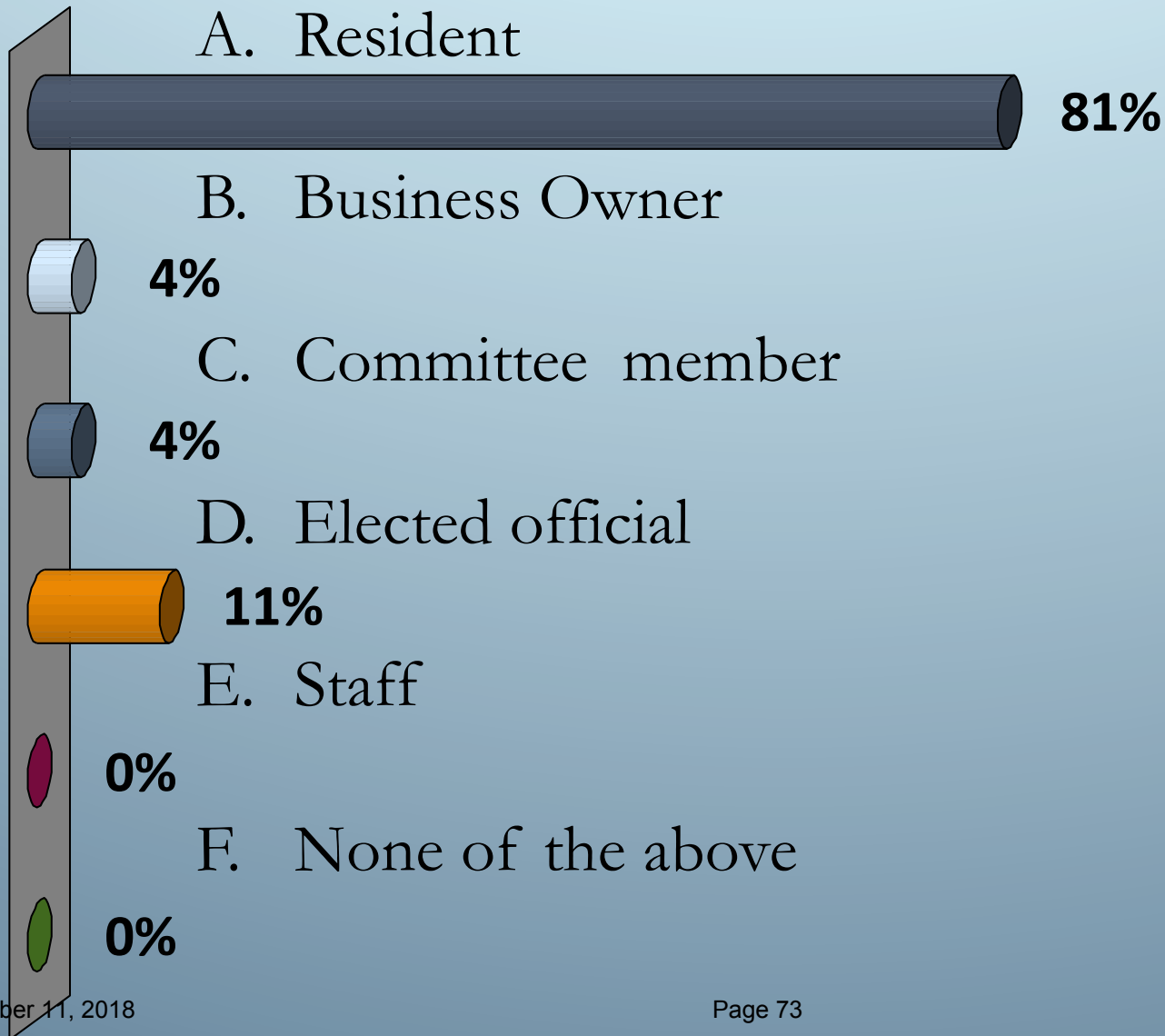


# 5) What is your level of understanding regarding Comprehensive Planning?

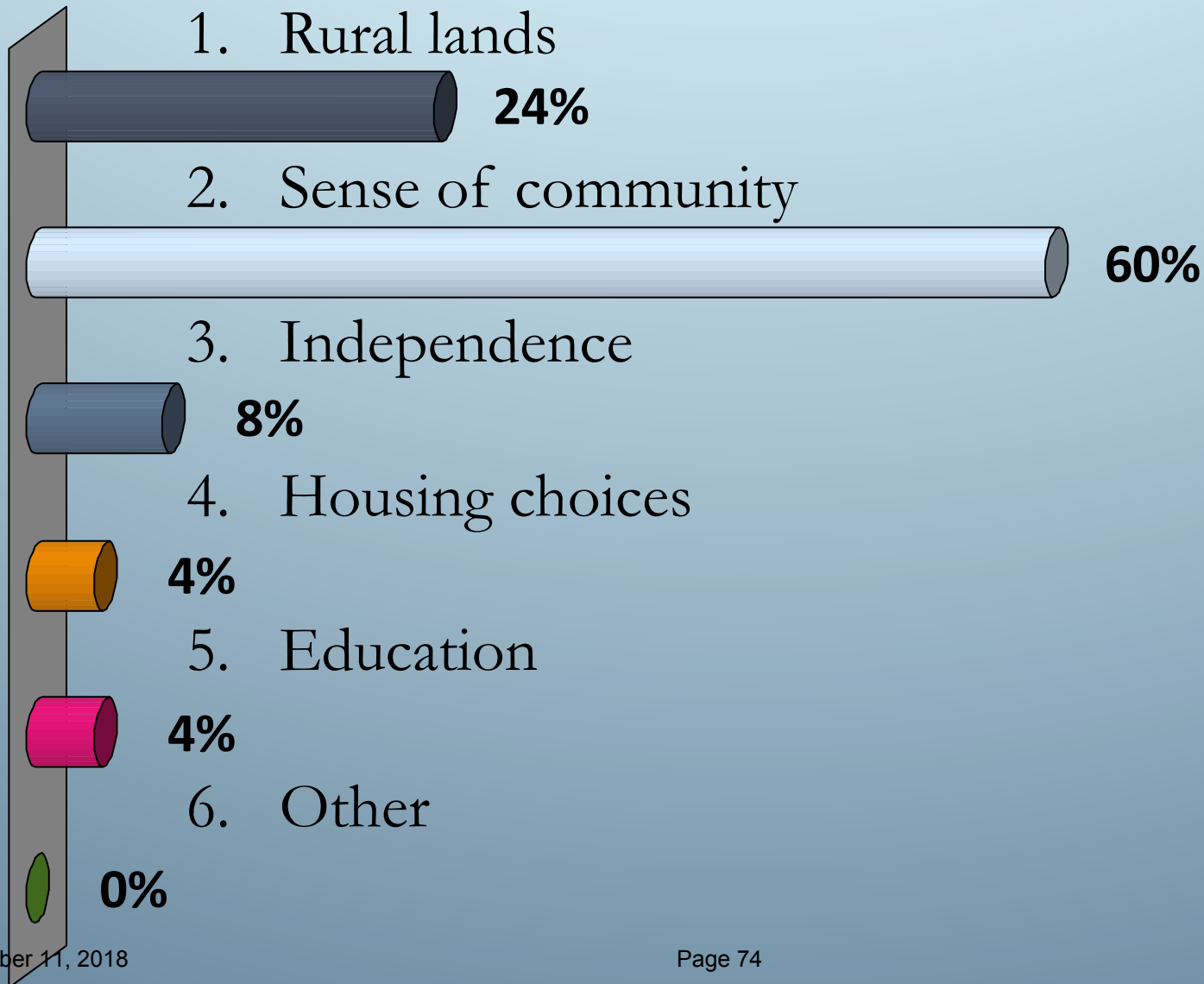




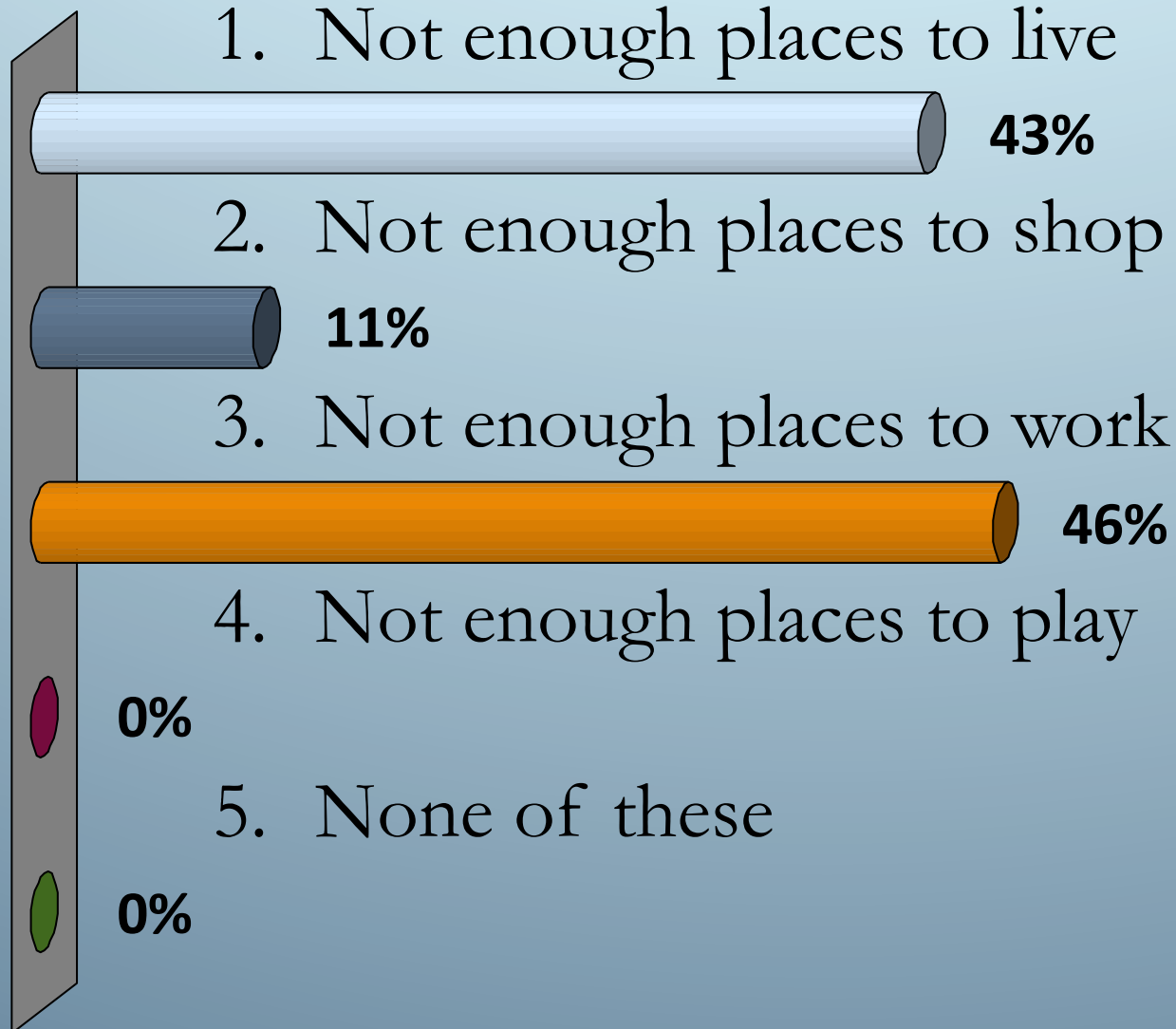
## 6) What best describes you?



# 7) What is Indiantown's biggest asset?

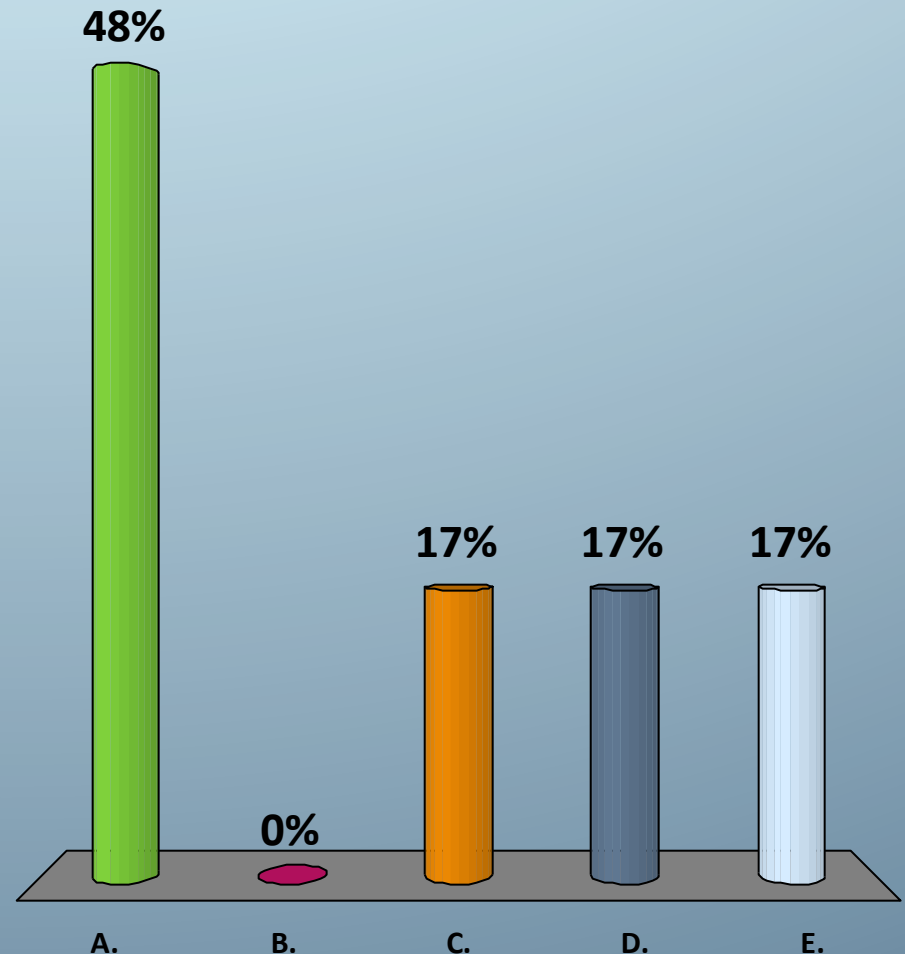


## 8) What is Indiantown's biggest need?



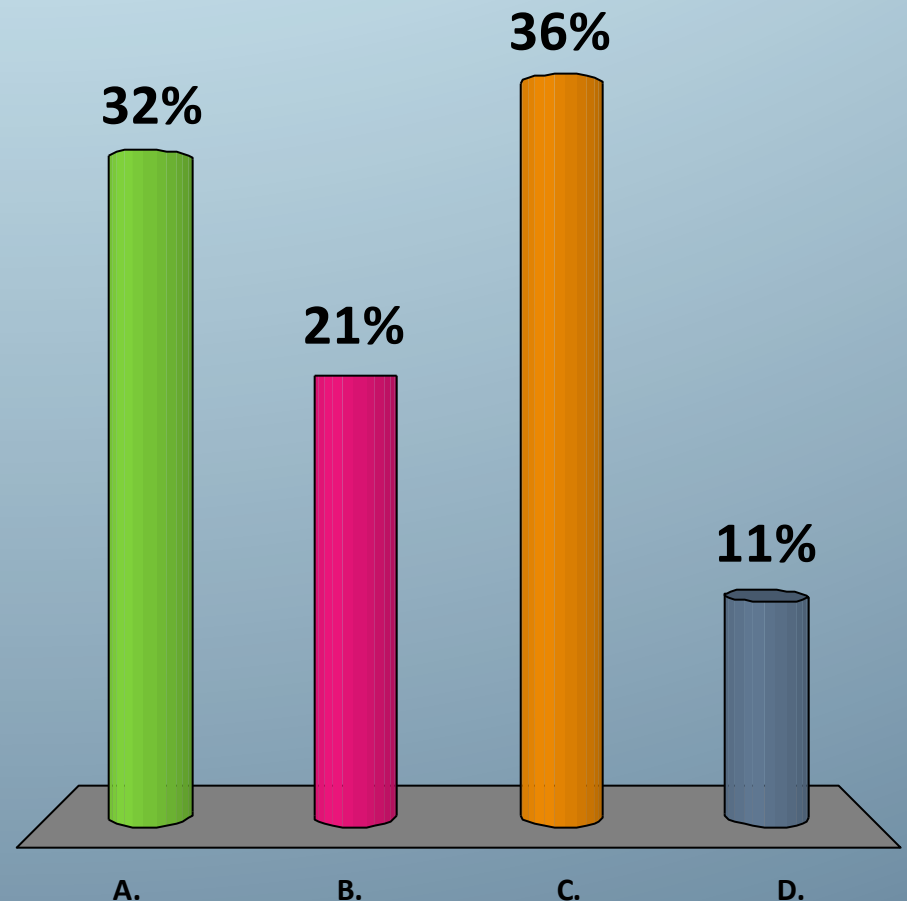
## 9) Land Use

- A. We need more land for homes
- B. We need more land for agriculture
- C. We need more land for manufacturing
- D. We need more land for retail/shopping
- E. We have the right mix of uses



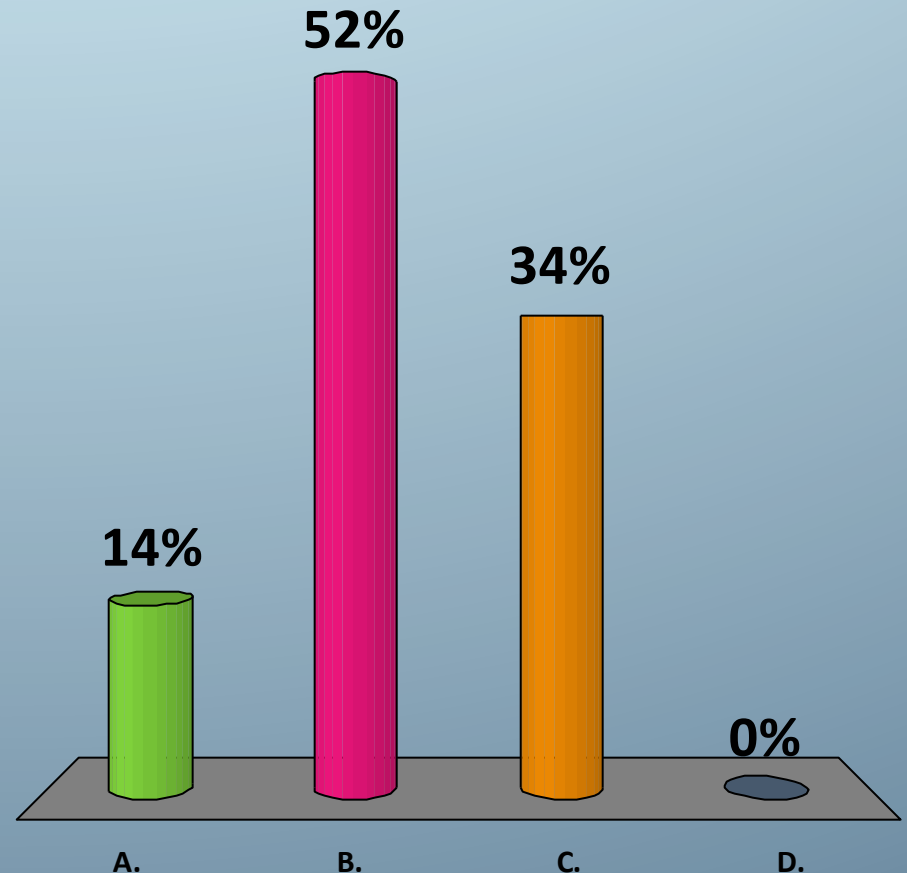
# 10) Housing for Indiantown

- A. We need more single family homes
- B. We need more multi-family homes
- C. We need more rental housing
- D. We have the right mix of housing



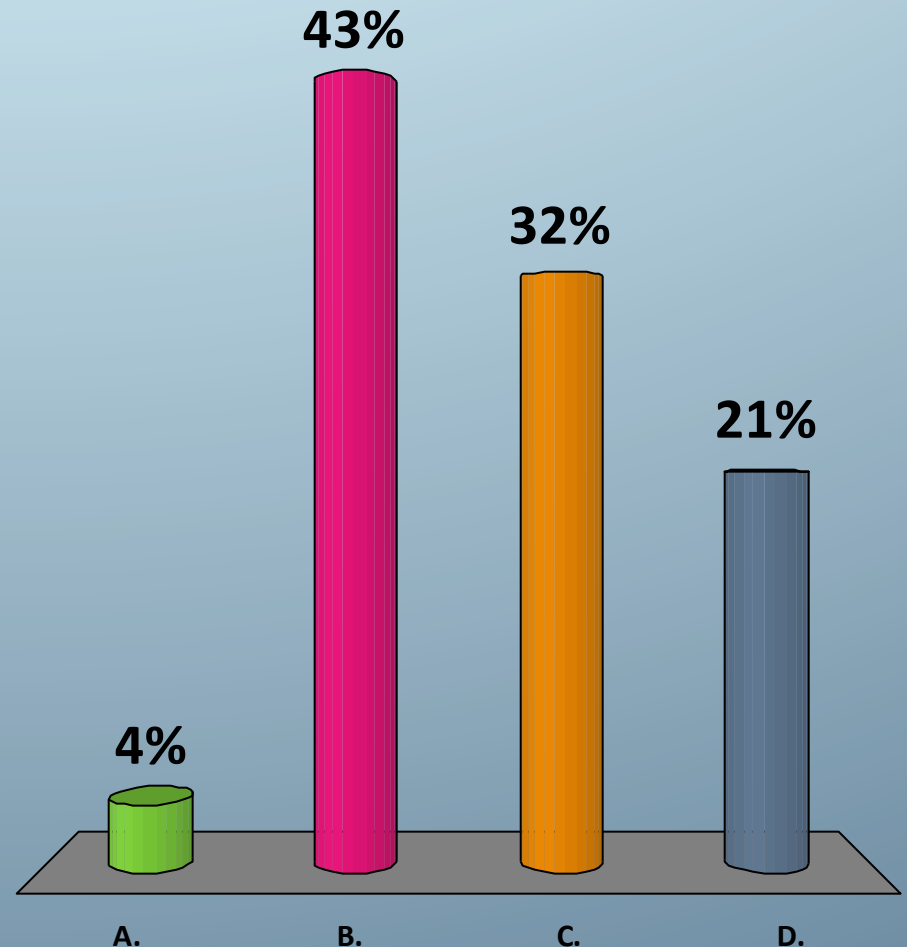
# 11) Housing for Indiantown

- A. We need more housing for the elderly
- B. We need more housing that is affordable
- C. We need more workforce housing
- D. We need more housing for \_\_\_\_\_



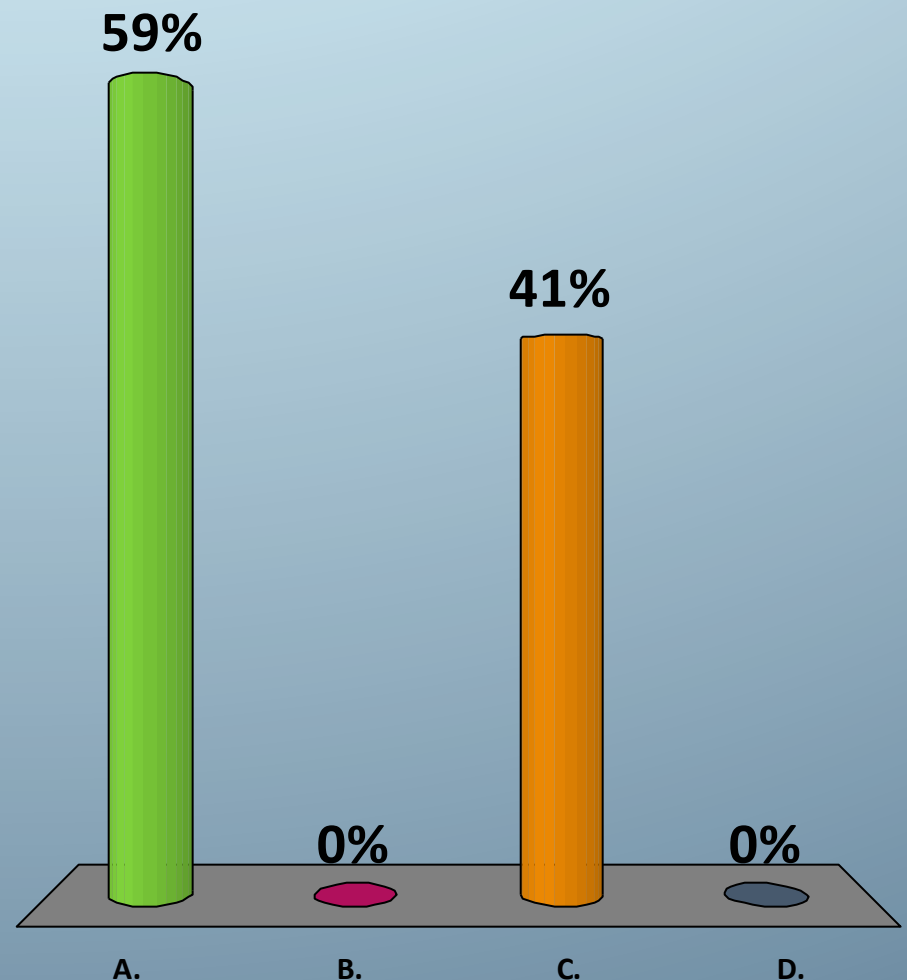
## 12) Density

- A. Homes here should be closer together
- B. Homes here should be further apart
- C. Homes here have the right distance between them
- D. No preference



# 13) Choose ONE answer that best describes your Transportation wishes

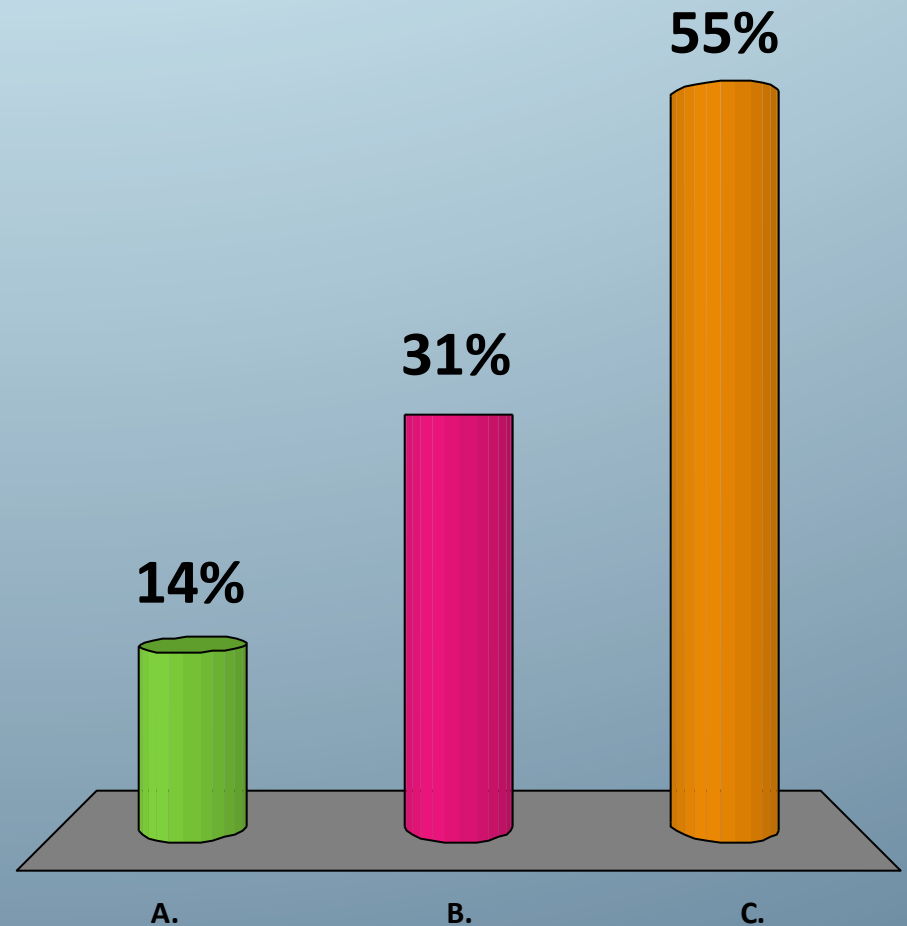
- A. We need to fix the roads that we have
- B. We need to build more lanes for cars
- C. We need to provide more travel options (cartways, bike paths, sidewalks, buses)
- D. Other





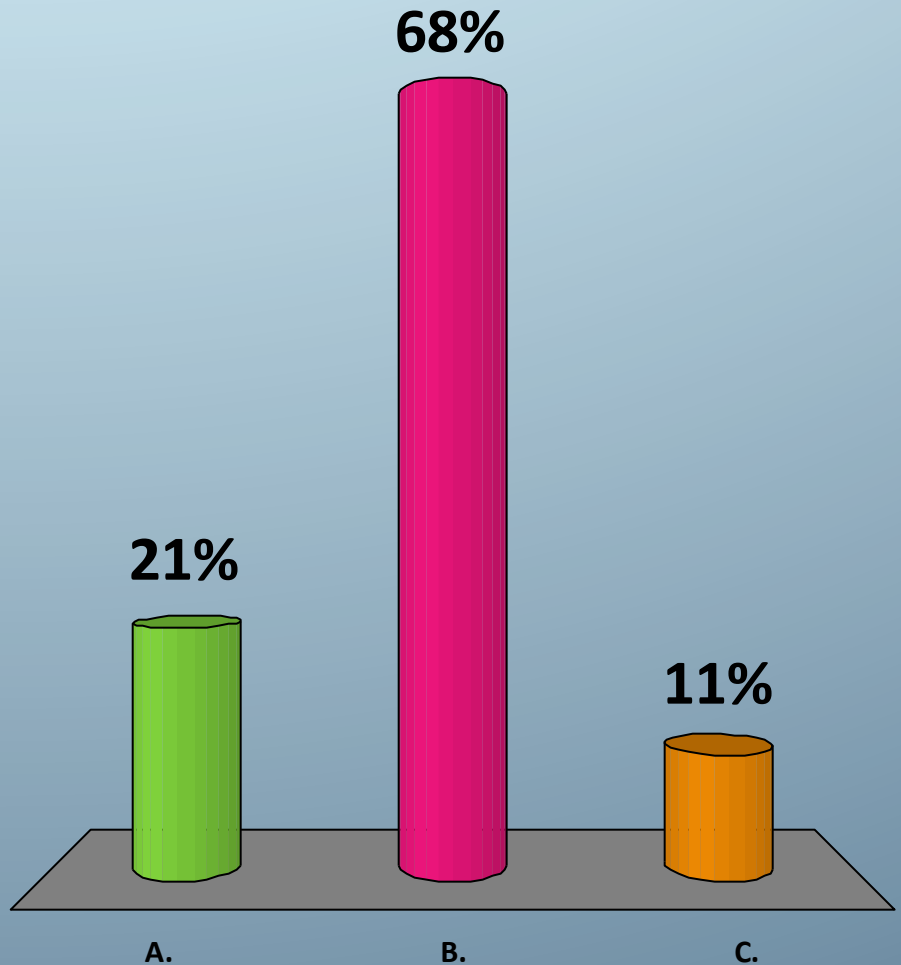
# 14) Open Space and Green Space

- A. We need more land for open space/green space
- B. We need more land for development
- C. We have the right amount of land dedicated to green space and development



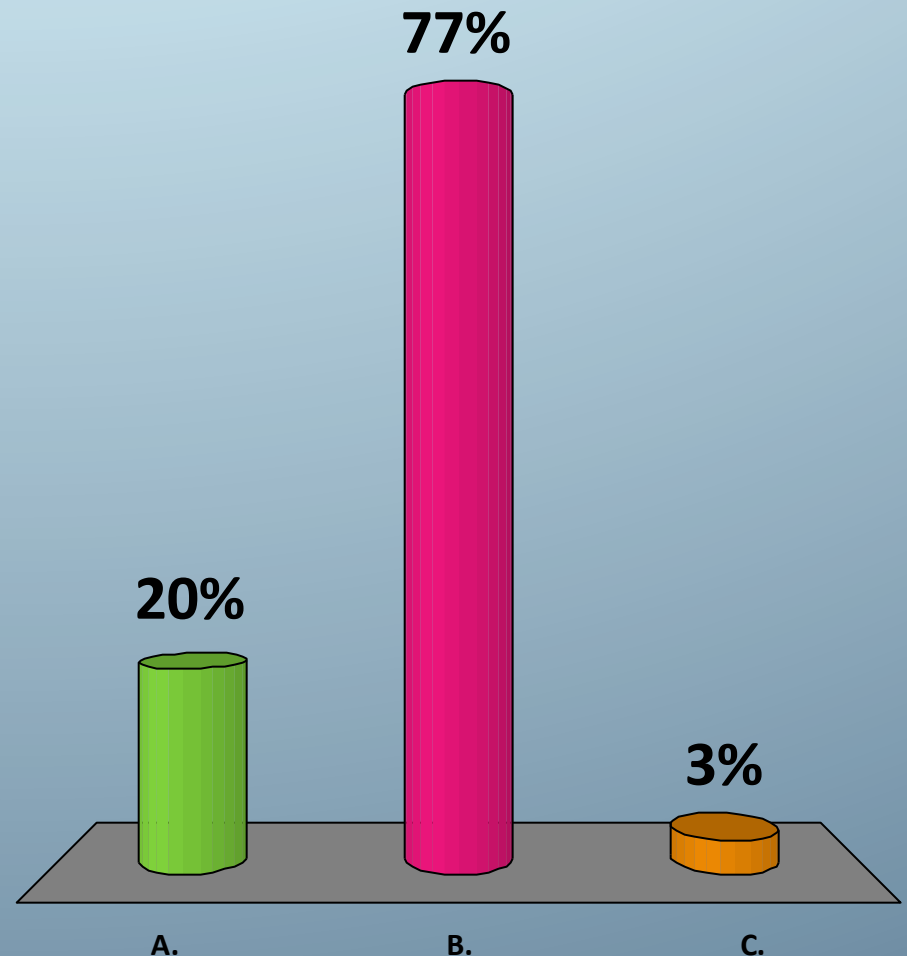
# 15) Water and Sewer

- A. I am satisfied with my current water and wastewater services.
- B. I am NOT satisfied with my current water and wastewater services.
- C. I prefer well and septic as my source of drinking water and wastewater treatment



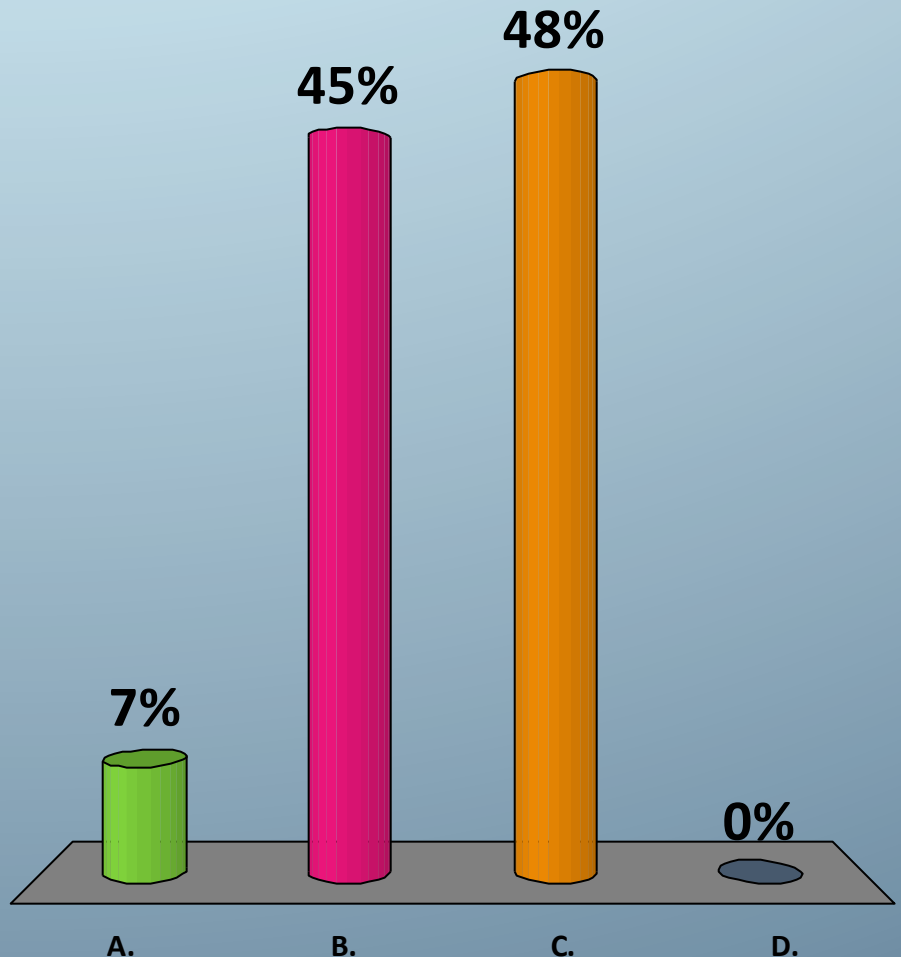
# 16) Intergovernmental Coordination

- A. We have a wonderful relationship with other governments (county, school district, adjacent municipalities)
- B. We need to improve our relationship with other governments (county, school district, adjacent municipalities)
- C. We need to focus on improving our relationship with \_\_\_\_\_



# 17) Recreation and Parks

- A. We need more playgrounds
- B. We need locations for organized sports
- C. We need to focus on maintaining the existing parks and playgrounds
- D. Other



**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETINGDATE: October 11, 2018

MEETING TYPE:

AGENDA ITEM TITLE: RESOLUTION No. 054-2018 - A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA APPROVING A ONE YEAR TANGIBLE PERSONAL PROPERTY TAX INCENTIVE GRANT PROGRAM AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUMMARY OF ITEM: This resolution approves a one year Tangible Personal Property Tax Incentive Grant Program Agreement ("TPPG Agreement") with Florida Power & Light Company.

If approved, the Village enters into the one year TPPG Agreement adopted hereby with the intention to negotiate in good faith with Florida Power & Light Company in the hopes of arriving at a subsequent multi-year TPPG agreement that is mutually agreeable to the Village and FPL.

FPL Total Value of Tangible Personal Property	\$385,222,318
*Total Village would collect for FY 2018-2019	\$565,853
<u>Agreement TPP Rebate to FPL</u>	<u>\$250,000</u>

\*Does not include the Fire and Parks Municipal Services Taxing Units to be remitted to Martin County.

RECOMMENDATION: Options:

Approve Res. 054-2018 A One Year Tangible Personal Property Tax Incentive Grant Program Agreement with Florida Power & Light Company.

Approve Res. 054-2018 A One Year Tangible Personal Property Tax Incentive Grant Program Agreement with Florida Power & Light Company, but with modifications to (1) the amount of the grant, or (2) other terms of the Agreement.

Deny Res. 054-2018 A One Year Tangible Personal Property Tax Incentive Grant Program Agreement with Florida Power & Light Company.

PREPARED BY: Wade Vose, Village Attorney

DATE: 10/4/2018

REVIEWED BY: Teresa Lamar-Sarno, Village Manager

DATE: 10/5/2018

APPROVED BY:

DATE:

ATTACHMENTS:

Description

R054-2018 Approving A One Year Tangible Personal Property Tax Incentive Grant Program Agreement with  
Florida Power & Light Company

One Year TPP Program Agreement - FPL



## **RESOLUTION No. 054-2018**

### **A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA APPROVING A ONE YEAR TANGIBLE PERSONAL PROPERTY TAX INCENTIVE GRANT PROGRAM AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Village established the Indiantown Tangible Personal Property Tax Incentive Grant Program ("TPPG") to be utilized within the Village of Indiantown by adoption of Resolution No. 044-2018; and

WHEREAS, Resolution No. 044-2018 established guidelines for the TPPG program, which were thereafter revised by Resolution No. 053-2018 ("TPPG Guidelines"); and

WHEREAS, pursuant to such TPPG Guidelines, the Florida Power & Light Company ("Company") has submitted a request to the Village for a grant from the Indiantown Tangible Personal Property Tax Incentive Grant Program, as a Business Operation that is located or existing within the Village of Indiantown, and having a significant amount of existing and new tangible property investment, as hereinafter defined; and

WHEREAS, the Company's request has been reviewed by the Village and determined to comply with its TPPG Guidelines; and

WHEREAS, the Village and the Company desire to set forth their understanding and agreement as to the requirements of the TPPG and the obligations of the parties regarding the TPPG, which are set forth in the attached TPPG Agreement; and

WHEREAS, the Village enters into the one year TPPG Agreement adopted hereby with the intention to negotiate in good faith with Florida Power & Light Company in the hopes of arriving at a subsequent multi-year TPPG agreement that is mutually agreeable to the Village and FPL.

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

**SECTION 1. TPPG AGREEMENT APPROVED.** The Tangible Personal Property Tax Incentive Grant Program Agreement, a copy of which is attached, is hereby approved, and the Mayor is hereby authorized to execute the same.

RES. 054-2018 Approving Tangible Personal Property Tax Incentive Grant Program Agreement with Florida Power & Light Company

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

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

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

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

\_\_\_\_\_  
CHERIE WHITE  
VILLAGE CLERK

\_\_\_\_\_  
SUSAN GIBBS THOMAS  
MAYOR

REVIEWED FOR FORM AND  
CORRECTNESS:

\_\_\_\_\_  
WADE C. VOSE  
VILLAGE ATTORNEY



## **INDIANTOWN TANGIBLE PERSONAL PROPERTY TAX INCENTIVE GRANT PROGRAM AGREEMENT**

This AGREEMENT made and entered this 11th day of October, 2018, between the VILLAGE OF INDIANTOWN, a municipal corporation in the State of Florida, (the "VILLAGE"), and FLORIDA POWER & LIGHT COMPANY (the "Company"), a Florida corporation.

### **WITNESSETH:**

WHEREAS, the Village established the Indiantown Tangible Personal Property Tax Incentive Grant Program ("TPPG") to be utilized within the Village of Indiantown by adoption of Resolution No. 044-2018; and

WHEREAS, Resolution No. 044-2018 established guidelines for the TPPG program, which were thereafter revised by Resolution No. 053-2018 ("TPPG Guidelines"); and

WHEREAS, pursuant to such TPPG Guidelines, the Company has submitted a request to the Village for a grant from the Indiantown Tangible Personal Property Tax Incentive Grant Program, attached hereto and incorporated herein as Exhibit "A," as a Business Operation that is located or existing within the Village of Indiantown, and having a significant amount of existing and new tangible property investment, as hereinafter defined; and

WHEREAS, the Company's request has been reviewed by the Village and determined to comply with its TPPG Guidelines; and

WHEREAS, the Village and the Company desire to set forth their understanding and agreement as to the requirements of the TPPG and the obligations of the parties regarding the TPPG.

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows.

### **Section 1. Definitions.**

For purpose of this Agreement, the following terms shall have the following definitions:

a. "Tangible Personal Property (TPP)" means all tangible personal property required to be reported on Florida Department of Revenue form DR-405 for the tax year beginning January 1, 2018 in accordance with all State laws, rules and regulations, identified by the Martin County Property Appraiser's parcel identification number 1000-6002-7823.

b. "Facility" means the Company's business operation located within the Village of Indiantown on which tangible personal property is located. The Facility is more particularly depicted in Exhibit "B" which is attached hereto and incorporated herein.

c. "Negotiated Lump Sum" means the amount of \$250,000.00 for the tax year beginning January 1, 2018.

## **Section 2. Grant Amount and Payment.**

a. Grant Amount: The TPPG program grant amount for the tax year beginning January 1, 2018 shall be the Negotiated Lump Sum of \$250,000.00.

b. Payment: If the Company has fulfilled its obligations regarding its tangible personal property as set for herein, the Village will remit the grant amount as specified in paragraph (a) above following Company's full payment of the tax bill levied against Company's tangible personal property more particularly identified in Section 1a herein and receipt by Village of its portion of such taxes from the Tax Collector. Such payment shall be made by the Village to the Company within sixty (60) days after receipt by Village of such taxes from the Tax Collector.

## **Section 3. Requirements for Payment.**

a. TPP Requirements: The Company cannot guarantee a minimum TPP value for the Facility due to ever changing business strategies making a definitive forecast difficult and complex, and because an Act of God (hurricane, tornado, tsunami, etc.) may require the Company to decrease inventory to restore electricity to its customers. The Company will continue to identify additional slow moving and high value tangible personal property at other Company locations to relocate to its Indiantown Facility.

b. Determination of Inability to Maintain TPP Value: If the Company determines at any time that the Company is unable or unwilling to meet and maintain its tangible personal property value from the previous tax year, the Company shall promptly notify the Village Manager of such determination.

**Section 4. Term.**

The term of this Agreement shall be from January 1, 2018 to December 31, 2018.

**Section 5. Notices.**

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail or overnight courier package not accepted by the addressee):

If to the Company, to:

Florida Power & Light Company  
700 Universe Boulevard ISC/JB  
Juno Beach, FL 33408

Attention: Ronald Reagan  
Vice President, Integrated Supply Chain

With a copy to:

Florida Power & Light Company  
700 Universe Boulevard PSX/JB  
Juno Beach, FL 33408

Attention: Tom Flowers Director  
Director, Property & Sales Tax

If to the Village, to:

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

With a copy to:

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

**Section 6. Miscellaneous.**

a. This Agreement is neither a general obligation of the Village, nor is it backed by the full faith and credit of the Village.

b. Forum; Venue. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Martin County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

c. No Discrimination Certification. The Applicant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation and in accordance with all applicable federal and state laws and regulations.

d. Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

e. Waiver of Jury Trial. The parties expressly and specifically waive the right to a jury trial as to any issue in any way connected with this Agreement.

f. Assignment. The Applicant shall not assign this Agreement to any other persons or firm without first obtaining Village's written approval.

g. Amendment. This agreement may be amended only by written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party prior to the proposed effective date of the amendment.

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

i. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or

unenforceable for the remainder of this agreement, then 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, and every other term and provision of this agreement shall be deemed valid and enforceable to the extent permitted by law.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

\_\_\_\_\_  
CHERIE WHITE, VILLAGE CLERK

\_\_\_\_\_  
SUSAN G. THOMAS, MAYOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
WADE C. VOSE, VILLAGE ATTORNEY

FLORIDA POWER & LIGHT COMPANY

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
By: RONALD REAGAN, VP  
Integrated Supply Chain

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
By: TOM FLOWERS, Director  
Property & Sales Tax

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETINGDATE: October 11, 2018

MEETING TYPE: DISCUSSION

AGENDA ITEM TITLE: Indiantown Middle School Park Discussion

SUMMARY OF ITEM: This item is prepared for discussion purposes for the Council to consider whether the Village of Indiantown desires to enter into an interlocal agreement with Martin County School Board to maintain the multiuse field at Indiantown Middle School.

The School District contacted the Village Manager to make the Village aware that Martin County was terminating a "mutual use" interlocal agreement that had the intent to provide greater parks access to the public while the County maintained the park (during off school hours).

At this time the County is moving forward with terminating the interlocal agreement due to the changes to Indiantown Middle School that limits access to the public (see attached email).

The School Board intends to agree to the termination of the interlocal and limit all access to only school district purposes.

If the Village sees value in considering an interlocal with the School Board to maintain the same level of service with the Indiantown Middle School fields; the School District would request that the Village maintain the fields at their current level of service.

The Village Manager is requesting further direction from the Council regarding the interest of the Village to enter into an interlocal with the School District to provide public access to the fields.

RECOMMENDATION: n/a

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 10/3/2018

REVIEWED BY: Wade Vose, Village Attorney

DATE: 10/4/2018

APPROVED BY: Teresa Lamar-Sarno, Village Manager

DATE: 10/4/2018

ATTACHMENTS:

Description

email communication

MC and School Board Interlocal Agreement

**From:** [Everman, Kimberly](#)  
**To:** [Grabowski, Garret](#); [Teresa Lamar-Sarno](#)  
**Cc:** [Falls, Dianne](#); [Folden, Andrea](#)  
**Subject:** RE: Indiantown Middle  
**Date:** Wednesday, September 26, 2018 8:50:10 AM  
**Attachments:** [IMS - ILA Parks & Rec.pdf](#)

---

Please find attached a copy of the ILA for Indiantown Middle School for your use.

Thank you,

**Kimberly Everman**

Capital Projects/Planning Specialist  
Martin County Schools - Facilities Dept.  
1050 S.E 10<sup>th</sup> Street  
Stuart, Fl. 34994  
[evermak@martin.k12.fl.us](mailto:evermak@martin.k12.fl.us)  
phone: 772-223-3105 x134 (43-134)  
fax: 772-221-4912

---

**From:** Grabowski, Garret  
**Sent:** Tuesday, September 25, 2018 9:26 AM  
**To:** 'tsarno@indiantown.org'  
**Cc:** Falls, Dianne; Everman, Kimberly; Folden, Andrea  
**Subject:** FW: Indiantown Middle

Good Morning Teresa:

In follow up to our telephone conversation attached is the correspondence with Mark Lynch in regard to the County's request to terminate the interlocal agreement on the park at IMS. I am asking Kimberly Everman of our office to send you a copy of the interlocal agreement for your info on this location. Please let me know if you need any additional information when you bring this forward as an agenda item at your October 11<sup>th</sup> meeting.

Have a great day  
Garret Grabowski  
Director of Facilities and Planning

---

**From:** Mark Lynch [<mailto:mlynch@martin.fl.us>]  
**Sent:** Thursday, September 06, 2018 12:55 PM  
**To:** 'grabowg@martin.k12.fl.us'  
**Cc:** Kevin Abbate; Elizabeth Lenihan; Featherstone, Ginger; George Stokus  
**Subject:** RE: Indiantown Middle

Garret,

Just following up on the Indiantown Middle interlocal termination. Can you update me on any action you may or may not take to bring this to the School Board's attention please?

Thanks, Mark

---

**From:** Mark Lynch  
**Sent:** Wednesday, August 15, 2018 2:26 PM  
**To:** 'grabowg@martin.k12.fl.us'  
**Cc:** Kevin Abbate; Elizabeth Lenihan; Featherstone, Ginger ([featheg@martin.k12.fl.us](mailto:featheg@martin.k12.fl.us))  
**Subject:** FW: Indiantown Middle

Garret,

As a follow up to our phone conversation, Martin County Parks and Recreation is moving forward to recommend termination of the interlocal agreement we have with the School Board related to Indiantown Middle School. Due to the changes made by the School Board to the building and fence locations at Indiantown Middle School since the beginning of the interlocal agreement, the public now has no open access to the field and track behind the School. We believe with this limitation, there is no longer the intended mutual use aspect that the agreement calls for. We feel it is not a prudent expenditure of Parks and Recreation funds to continue to care for this site given the lack of public access, and our records indicating at least three years of no reservations or inquiries for use.

To help you in your budgeting needs, here is what Martin County Parks and Recreation has spent in the past for maintenance, repairs, and replacements of the Indiantown Middle School field and track;

- FY 16/17 - \$18,509.22
- FY 15/16 - \$5,357.42
- FY 14/15 - \$8,004.34

As I stated below, and in our conversation, I think it would be more productive and a more efficient use of everyone's time if this termination could be worked on simultaneously at the County as well as the School Board. As you know, the two Boards will have a joint meeting along with the City of Stuart in October. This could be an ideal time for the respective boards to discuss this matter if needed. I am hopeful you can work this on you end to potentially meet that goal.

If you have any questions, please feel free to contact me.

Thanks, Mark

---

**From:** Mark Lynch  
**Sent:** Wednesday, August 01, 2018 10:53 AM  
**To:** 'grabowg@martin.k12.fl.us'  
**Cc:** Kevin Abbate; Elizabeth Lenihan  
**Subject:** Indiantown Middle

Garret,

I am hoping to be able to speak with you soon related to the interlocal agreement we have with the School Board for Indiantown Middle School (attached). I had called you a few months ago to let you know we were intending to ask our Board to terminate that agreement, and let you know what we typically spend to maintain it for your future budget planning.

We are now ready to move forward to request this termination, and I am hopeful we can work together on it. We have had no inquiries or reservations for the use of the running track and football/soccer field for over three years, but have continued to maintain them. As there is no longer the mutual advantage to the school and the public at large that is intended through the agreement, we feel terminating the agreement is warranted.



Please give me a call or return an e-mail at your earliest convenience so we can discuss.

Thanks, Mark

**Mark Lynch, CPRP**

Deputy Director

Martin County Parks & Recreation

Martin County Board of County Commissioners

772-221-2349 (o)

772-221-1417 (f)



Martin County is committed to universal access and accessibility. To report an accessibility issue or request information in accessible alternative formats, please visit our [Accessibility Feedback Form](#).

*The comments and opinions expressed herein are those of the author of this message and may not reflect the policies of the Martin County Board of County Commissioners. Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public records request do not send electronic mail to this entity. Instead, contact this office by phone or in writing.*

01191408

96 AUG 23 PM 1:27

**FIRST AMENDED INTERLOCAL AGREEMENT**

**FOR**

**INDIANTOWN MIDDLE SCHOOL**

**THIS INTERLOCAL AGREEMENT** is made by and between **THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA**, hereinafter referred to as "The School Board", and **THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as "The County". This Interlocal amends and replaces the Interlocal entered into between the parties October 1988.

**WHEREAS**, Florida Statutes Section 163.01 (1991), known as the Florida Interlocal Cooperation Act of 1969, permits public agencies, including school boards and county governments, to join together through interlocal agreements to cooperate with one another for the benefit of mutual advantage and the development of local communities; and

**WHEREAS**, The School Board and The County have each purchased contiguous property located in Indiantown, Martin County, Florida, adjacent to the Indiantown Middle School; and

**WHEREAS**, it is the intention of The School Board and The County that such contiguous property be utilized for the mutual advantage of school purposes and for the public at large; and be developed accordingly; and

**WHEREAS**, Florida Statutes Section 235.02 (1991) authorizes The School Board to permit the use of educational facilities and grounds for community use centers and Section 7-1, A.4, Article VII, Parks, Recreation, and Open Space Element of the Martin County Comprehensive Growth

Management Plan, and authorizes The County to participate in the construction and shared use of recreational facilities; and

**WHEREAS,** The School Board and The County constructed a six (6) lane quarter mile running track with regulation 100 yard football field and soccer field inside of the track perimeter, to provide for shared use.

**NOW THEREFORE,** The School Board and The County, in consideration of their respective purchases of property adjacent to Indiantown Middle School and the mutual benefits, promises, and consideration hereinafter set out, agree as follows:

1.       **CONSTRUCTION OF FACILITIES** The County constructed a six (6) lane quarter mile running track with multi purpose regulation 100 yard football and soccer field inside the perimeter of the track upon property owned by The School Board, consisting of the Indiantown Middle School property and the north ten (10) acres The County paid for and expended an amount that did not exceed One Hundred Six Thousand (\$106,000) Dollars to construct the track/field facilities, together with irrigation, landscape and sod.

2.       **USE OF FACILITIES.** It is the intention of the parties that the referenced track/field facilities be community use facilities, with as much public access as is practical, consistent with the needs of Indiantown Middle School and the protection and security of the public property involved. Use by the School Board and the County shall be coordinated between the school administration and the county Parks and Recreation Director. Where practical, simultaneous use of the facilities for both school needs and organized County league play may occur. Where conflicts and simultaneous use is not practical, school use shall have priority. The School Board, then the

County, shall have priority in scheduling. In the event groups and organizations other than school groups or County recreational leagues desire to use the facilities, such use will be second priority to School Board and County use, and will be coordinated between the parties. For School Board grounds/facilities, including the track/field facilities, such use shall be subject to approval by the School Board and compliance with School Board policies regarding use of facilities. For County grounds and facilities, such use shall be subject to facility use policies of The County. If The County desires to restrict public access to the facilities after dark The County shall be responsible for arranging for the locking of gates at night and re-opening them the next day. In this event, The County shall coordinate with the school administration.

3. **MAINTENANCE.** The School Board shall be responsible for maintaining fencing, track surface and routine maintenance of grounds included in Agreement. The School Board shall be responsible for the routine maintenance of the track and multi purpose field. The County shall be responsible for maintenance above the general standards of The School Board including lighting maintenance, turf maintenance, resurfacing of track, amenities and fencing. The School Board reserves the right to restrict, secure and close off the facilities to public use within its sole discretion for inspection, maintenance or other interim purposes, to address concerns of public safety or prohibit any unlawful activity with notice to The County within twenty four (24) hours of closure.

4. **DAMAGES.** Damage occurring to the grounds and facilities during school use shall be the responsibility of The School Board. Damage occurring to the grounds and facilities during County league or public use shall be the responsibility of The County. Repair of such damage shall be accomplished by The School Board. In the event the repair costs are chargeable to The County,

The County shall reimburse The School Board within thirty (30) days of billing to The County by The School Board for direct and indirect costs of labor and materials required for such repairs. When time of damage cannot be determined, The School Board and The County shall share the cost of repairs equally.

5. **LIABILITY.** As between The School Board and The County, to the extent allowed by law, The County assumes responsibility for claims for personal injury damages arising out of public, non-school use of the subject facilities, and The School Board assumes responsibility for claims for personal injury damages arising out of school use of the facilities. Use of the facilities by groups or organizations by their request shall be at their own risk and such use is conditioned upon their assumption of responsibility and liability for claims for personal injury damages arising out of their use of the facilities.

6. **INSURANCE.** The County and The School Board agree to maintain tort liability insurance or self-insurance coverage of their respective activities on the facilities for no less than the maximum amount for which the Legislature waives sovereign immunity for the State and its agencies, which amount is currently \$100,000 per claim, and \$200,000 per incident pursuant to Florida Statutes Section 768.28.

7. **EFFECTIVE DATE AND DURATION.** This Interlocal Agreement shall become effective upon its respective approval by The County and School Board at their scheduled public meetings and execution by their respective Chairmen and filing with the Clerk of the Circuit Court. This Agreement shall supersede and replace the original agreement and shall remain in effect until it is modified, superseded or terminated by further written agreement of the parties.

8. **BREACH OF AGREEMENT.** In the event either party materially breaches this Agreement and does not comply with the covenants contained herein, there shall arise in the other party the right of unilateral rescission of this Agreement. Following 30 days notice to the breaching party and a failure of the breaching party to remedy such breach within said 30 days following notice, or within such additional time as the parties may agree, the other party may take action at its scheduled public meeting to rescind this Agreement. The breaching party shall be liable to the other party for all costs or damages incurred by the other party as a result of the breach of this Agreement by the breaching party.

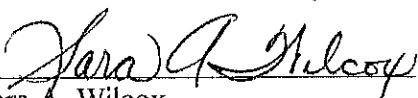
**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the dates as indicated.

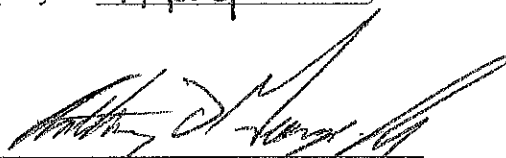
THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

The School Board of Martin County, Florida has adopted this Interlocal Agreement between itself and the Martin County Board of County Commissioners at its regularly scheduled public meeting held on the 21 day of May, 1996.

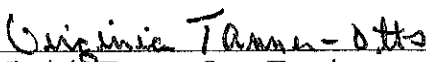
Signed by the Chairperson of The School Board and attested to by the Superintendent of Schools as Secretary to The School Board this 21 day of May, 1996.

ATTEST:

  
Sara A. Wilcox,  
Superintendent

  
Anthony D. George, Jr., Chair

Approved as to Form and Correctness:

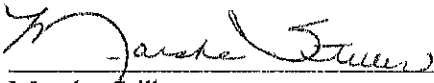
  
Virginia Tanner-Otts, Esquire

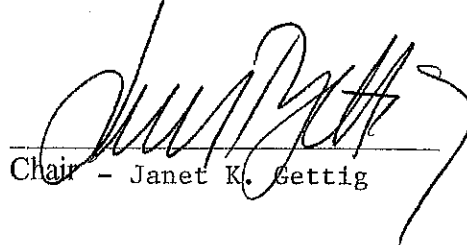
THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

The Martin County Board of County Commissioners has adopted this Interlocal Agreement between itself and The School Board of Martin County, Florida at its regularly scheduled public meeting held on the 14th day of May, 1996.

Signed by the Chairperson of The Martin County Board of County Commissioners and attested to by the Clerk of Court this 14th day of May, 1996.

ATTEST:

  
Marsha Stiller,  
Clerk of Court

  
Chair - Janet K. Gettig

Approved as to form and correctness:

  
for Robert Guthrie, County Attorney

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETINGDATE: October 11, 2018

MEETING TYPE:

AGENDA ITEM TITLE: Indiantown Middle School Village Seal Student Competition

SUMMARY OF ITEM: Indiantown Middle School students participated in the Village's Seal design competition. Ms. Monks, IMS Art Teach provided the Village with over 30 examples of potential Village seal that were drawn by the students.

The top ten are provided in the agenda item and staff is proposing that a Facebook poll is initiated to narrow the seals down to the top 5.

Then the top 5 would be voted on at the October 22nd Open House and Code Enforcement Public Input Session.

The final selection will remain to be a decision of the Council. The top five will be presented with a Certificate of Appreciation at a November Regular Council Meeting. The seal with the most votes will be presented to the Council at that time.

This collaboration with Indiantown Middle School to assist the Village with inspiration for our final seal design has been greatly appreciated by the Village of Indiantown.

Good luck to the top ten!

RECOMMENDATION: none

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 10/5/2018

REVIEWED BY: Wade Vose, Village Attorney

DATE: 10/5/2018

APPROVED BY:

DATE:

ATTACHMENTS:

Description

Village Seal Sample top 10



Name \_\_\_\_\_

Grade 6<sup>th</sup>

Must have the

following:

Indiantown,

Florida

Black and

White

Indiantown City

Seal Contest

Indiantown

Florida



EST.

Florida

Village of Indiantown

Name \_\_\_\_\_

Grade 7<sup>th</sup>

Must have the

following:

Village of  
Indiantown,

Florida

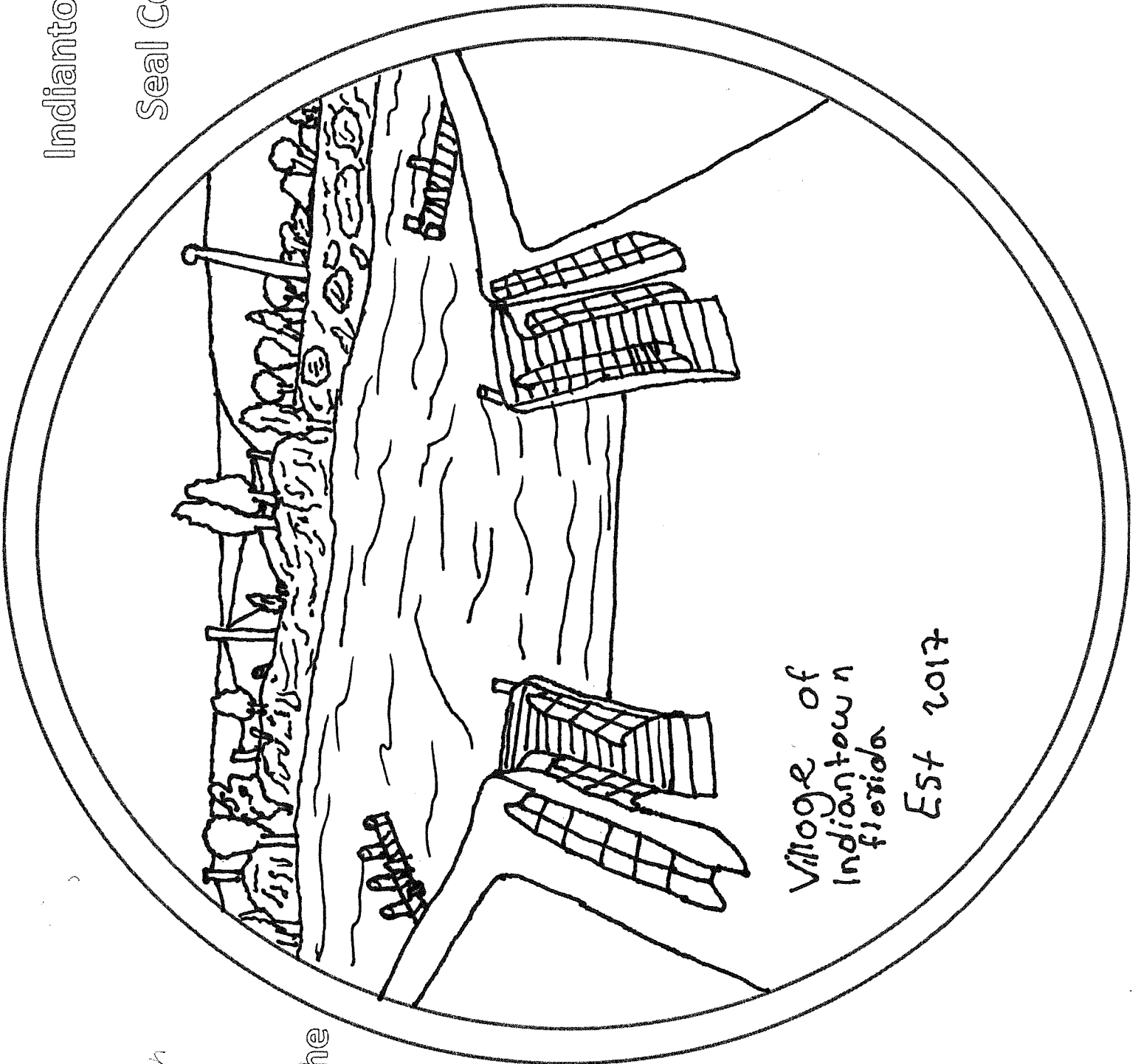
Est 2017

Black and

White

Indiantown City

Seal Contest



Name: \_\_\_\_\_

Grade: 6<sup>th</sup>

Must have the  
following:  
Indiantown,  
Florida  
Black and  
White

Indiantown City

Seal Contest



Name : \_\_\_\_\_

Grade 6<sup>th</sup>

Must have the

following:

**Village of  
Indiantown,**

**Florida**

**Est. 2017**

**Black and**

**White**

Indiantown City

Seal Contest



Name

Grade 6

Must have the  
following:

Indiantown,

Florida

Black and

White

Indiantown City

Seal Contest



Name

Grade

Must have the

following:

Indiantown,  
village of indian-  
Florida  
- Est 2017

Black and

White

Indiantown City

Seal Contest



Name \_\_\_\_\_

Grade 7

Must have the

following:

Village of  
Indiantown,

Florida  
EST. 2017

Black and

White

Indiantown City

Seal Contest



Name

Grade: 6<sup>th</sup>

Must have the

following:

Indiantown,

Florida

Black and

White

Indiantown City

Seal Contest





Name \_\_\_\_\_

Grade 6

Must have the

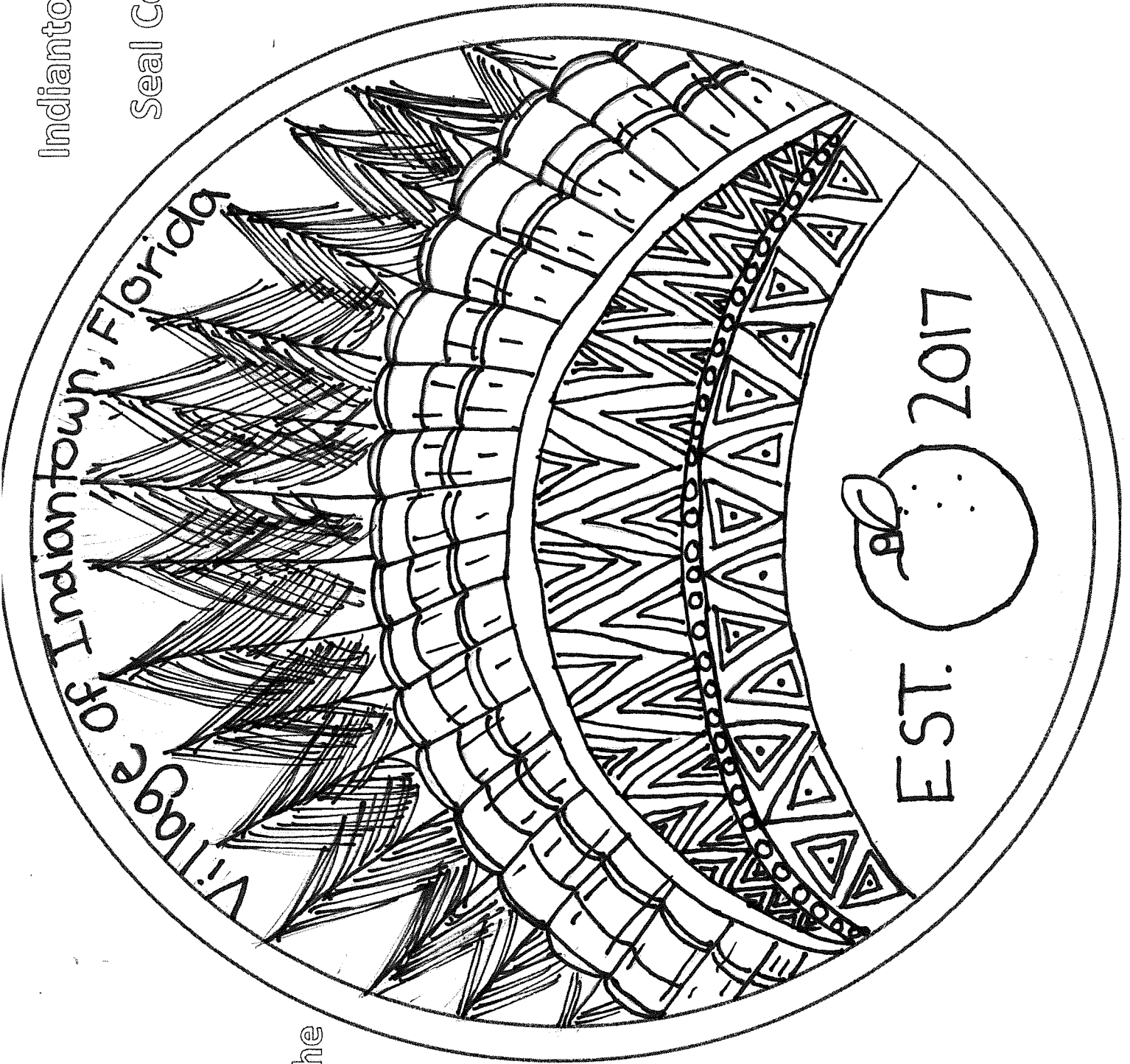
following:

Indiantown,

Florida

Black and

White



Name \_\_\_\_\_

Grade \_\_\_\_\_

6

Must have the

following:

Indiantown,

Florida

Black and

White



**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETINGDATE:           October 11, 2018

MEETING TYPE:

AGENDA ITEM TITLE: October Meetings

SUMMARY OF ITEM:

RECOMMENDATION:

PREPARED BY:           DATE:

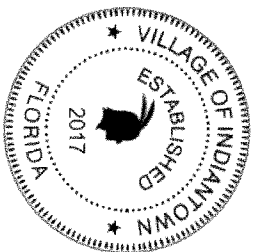
REVIEWED BY:          DATE:

APPROVED BY:          DATE:

ATTACHMENTS:

Description

Calendar



## VILLAGE OF INDIANTOWN

### OCTOBER 2018 MEETING CALENDAR

\* All meetings at Civic Center unless otherwise noted  
(If Needed) Check Web Site/ Village Hall for Agenda

15675 SW Osceola Street Indiantown, FL (772) 597-9900 or on the website at [www.indiantown.org](http://www.indiantown.org)

10/11	6:30 PM	Village Council Meeting
10/12	9:00 AM	Comprehensive Plan Committee Meeting (If Needed)
10/22	5:00 P.M.	Open House/ Code Enforcement Public Input Session/Special Village Council Meeting (English)
10/22	7:00 P.M.	Open House/ Code Enforcement Public Input Session/Special Village Council Meeting (Spanish)
10/25	5:00 PM	Local Planning Agency Meeting (If Needed)
10/25	6:30 PM	Village Council Meeting
10/26	9:00 AM	Comprehensive Plan Committee Meeting (If Needed)

If a person decides to appeal any decision made by the Council or Committee with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

All interested parties may attend said meeting and offer comment. In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation for this meeting should contact the City's ADA coordinator at 772-597-9900 Thursday & Friday 9am-5pm and at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Village Council