



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

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

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

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

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

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

1. Pastor Patrick Dennis, Indiantown Baptist Church

## **PLEDGE OF ALLEGIANCE**

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

2. Village Seal Finalists

## **PUBLIC COMMENT**

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

## **COMMENTS BY VILLAGE COUNCIL MEMBERS**

## **COMMENTS BY VILLAGE MANAGER**

## **APPROVAL OF AGENDA**

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

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

3. **(CONTINUED TO 02/28/2019)** ORDINANCE NO. 10-(2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, AMENDING ARTICLE 4, DIVISION 16, SIGNS, OF THE VILLAGE OF INDIANTOWN'S TRANSITIONAL LAND DEVELOPMENT REGULATIONS; PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.
4. Minutes of 11/8/18, 11/29/18 Regular, and 11/14/18, 11/29/18 Special Village Council Meetings.

5. RESOLUTION No. 061-2018 -- A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA APPROVING A FIVE YEAR TANGIBLE PERSONAL PROPERTY TAX INCENTIVE GRANT PROGRAM AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE.
6. RESOLUTION No. 062-2018 - A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA APPROVING A SECOND EXTENSION OF CONTRACT WITH THE INTERIM VILLAGE MANAGER; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

7. RESOLUTION No. 063-2018 - A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING A FOURTH AMENDMENT TO INDIANTOWN COMMERCE AND TECHNOLOGY PARK PLANNED UNIT DEVELOPMENT ZONING AGREEMENT FOR PERMIT-READY INDUSTRIAL DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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8. RESOLUTION No. 064-2018 - A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING A VILLAGE MANAGER EMPLOYMENT AGREEMENT WITH HOWARD W. BROWN, JR.; AND PROVIDING AN EFFECTIVE DATE.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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9. Village of Indiantown 2019 State Legislative Priorities

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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10. Village of Indiantown Council Organization

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

11. ORDINANCE NO. 11 (2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING PERSONNEL REGULATIONS; PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, NON-CODIFICATION, AND AN EFFECTIVE DATE.

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

12. Review of Draft Finding of Necessity for a CRA

## **ANNOUNCEMENTS**

## **NEXT REGULAR MEETING**

## **ADJOURNMENT**

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETINGDATE: December 13, 2018

MEETING TYPE:

AGENDA ITEM TITLE: Pastor Patrick Dennis, Indiantown Baptist Church

SUMMARY OF ITEM:

RECOMMENDATION:

PREPARED BY: Cherie White, MMC

DATE: 12/6/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

# VILLAGE OF INDIANTOWN, FLORIDA

## AGENDA MEMORANDUM

MEETINGDATE: December 13, 2018

MEETING TYPE:

AGENDA ITEM TITLE: Village Seal Finalists

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 seals that were drawn by the students.

The top ten were subject to a poll on the Village website and promoted on our Facebook page. The final five were selected from the top vote winners.

The top 5 were voted on at the October 22nd Open House and Code Enforcement Public Input Session.

The top 5 students will be in attendance at the Village Council Meeting and will be recognized for their contribution.

It resulted in the top vote winner being (STUDENT NAME).

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.

**RECOMMENDATION:** Recommend staff contract a designer to utilize the recommended Village Seal as inspiration for the final seal to be revealed at the January 2018 Village of Indiantown Incorporation Anniversary community event.

PREPARED BY: Teresa Lamar-Sarno, Village Manager DATE: 10/31/2018

REVIEWED BY: Teresa Lamar-Sarno DATE: 11/1/2018

APPROVED BY: Teresa Lamar-Sarno DATE: 12/9/2018

ATTACHMENTS:

### Description

Seal A

Village Seal B

Seal C

Village Seal D

Village Seal E

Name: ALBERT HESS

Indiantown City

Grade: 6<sup>th</sup>

Seal Contest

Must have the  
following:

Indiantown,

Florida

Black and

White





Name

Indiantown City

Grade 6

Seal Contest

Must have the

following:

Indiantown,

Florida

Black and

White



Name

Indiantown City

Grade 7

Seal Contest

Must have the

following:

Village of  
Indiantown,

Florida  
EST. 2017

Black and

White



Name

Indiantown City

Grade: 6<sup>th</sup>

Seal Contest

Must have the  
following:

Indiantown,

Florida

Black and

White



Name

Indiantown City

Grade 6

Seal Contest

Must have the  
following:

Indiantown,

Florida

Black and

White



## VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETING DATE: December 13, 2018

MEETING TYPE:

AGENDA ITEM TITLE: **(CONTINUED TO 02/28/2019)** ORDINANCE NO. 10-(2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, AMENDING ARTICLE 4, DIVISION 16, SIGNS, OF THE VILLAGE OF INDIANTOWN'S TRANSITIONAL LAND DEVELOPMENT REGULATIONS; PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

SUMMARY OF ITEM: Pursuant to Section 11(7) of Ch. 195-2017, Laws of Florida, the land use development regulations of Martin County as they existed on the date that the Village commenced corporate existence, serve as the Transitional Land Development Regulations for the Village of Indiantown, and amendments to the Martin County land use development regulations enacted by the Martin County BCC after the commencement of the Village's corporate existence do not amend the Village's Transitional Land Development Regulations.

In 2015, the United States Supreme Court ruled in *Reed v. Town of Gilbert*, 576 U.S. \_\_\_, 135 S. Ct. 2218 (2015), that signage regulations are presumptively unconstitutional if they regulate signs based on content, regardless of the motive or purpose.

The version of the Martin County Sign Ordinance that is presently in effect as a portion of the Village's Transitional Land Development Regulations was enacted in 1974 and contains both content-based and content-neutral regulations of signs.

In March 2018 (after Indiantown commenced corporate existence), the Martin County BCC directed the County Attorney's Office to prepare an amended Sign Ordinance to comply with the Supreme Court's ruling. On June 19, 2018, the Martin County BCC adopted an amended sign code crafted to regulate signs in a content-neutral manner.

In light of the U.S. Supreme Court's ruling in *Reed v. Town of Gilbert*, the Village Attorney and Village staff recommend that the Village adopt an amended sign code substantially similar to the content-neutral sign code recently adopted by Martin County. Further tweaks or revisions to such sign code can be made after adoption of the revised sign code as a whole, after compliance has been achieved.

RECOMMENDATION: Continue Ordinance 10 (2018) - Indiantown Sign Code to a date certain (2/28/2019 at 6:30 pm).

PREPARED BY: Wade Vose, Village Attorney

DATE: 10/24/2018

REVIEWED BY: Teresa Lamar-Sarno, Village Manager

DATE: 10/30/2018

APPROVED BY:

DATE:

ATTACHMENTS:

Description

Ordinance 10 (2018) - Indiantown Sign Code



**VILLAGE OF INDIANTOWN, FLORIDA**

**ORDINANCE NO. 10 (2018)**

**AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, AMENDING ARTICLE 4, DIVISION 16, SIGNS, OF THE VILLAGE OF INDIANTOWN'S TRANSITIONAL LAND DEVELOPMENT REGULATIONS; PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.**

\* \* \* \* \*

**WHEREAS**, the Village of Indiantown was created by Ch. 195-2017, Laws of Florida, and duly approved by public referendum on November 8, 2017, for incorporation beginning December 31, 2017; and

**WHEREAS**, pursuant to Section 11(7) of Ch. 195-2017, Laws of Florida, the land use development regulations of Martin County, Florida, as they existed on the date that the Village commenced corporate existence, serve as the transitional land development regulations for the Village of Indiantown ("Transitional Land Development Regulations"), and amendments to the Martin County land use development regulations enacted by the Martin County Board of County Commissioners after the commencement of the Village's corporate existence do not amend the Village's Transitional Land Development Regulations; and

**WHEREAS**, in 2015, the United States Supreme Court ruled in *Reed v. Town of Gilbert*, 576 U.S. \_\_\_, 135 S. Ct. 2218 (2015), that signage regulations are presumptively unconstitutional if they regulate signs based on content, regardless of the motive or purpose; and

**WHEREAS**, the version of the Martin County Sign Ordinance that is presently in effect as a portion of the Village's Transitional Land Development Regulations was enacted in 1974 and contains both content-based and content-neutral regulations of signs; and

**WHEREAS**, on March 13, 2018, the Martin County Board of County Commissioners directed the County Attorney's Office to prepare an amended Sign Ordinance to comply with the Supreme Court's ruling; and

**WHEREAS**, on June 19, 2018, the Martin County Board of County Commissioners adopted an amended sign code crafted to regulate signs in a content-neutral manner; and

**WHEREAS**, the Village Council of the Village of Indiantown finds that adoption of an amended sign code substantially similar to the content-neutral sign code recently adopted by Martin County is advisable in light of the U.S. Supreme Court's ruling in *Reed v. Town of Gilbert*; and

**WHEREAS**, the Village Council of the Village of Indiantown finds that adoption of an amended sign ordinance is in the best interest of the residents of the Village of Indiantown; and

**WHEREAS**, for purposes of this Ordinance, underlined type shall constitute additions to the original text, \*\*\* shall constitute ellipses to the original text and ~~striketrough~~ shall constitute deletions to the original text.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA AS FOLLOWS:**

**SECTION 1. RECITALS.** The above recitals and "Whereas" clauses are hereby included as findings by the Village Council of the Village of Indiantown, and are



otherwise fully incorporated herein.

**SECTION 2.** Article 4, Division 16 ("Signs"), of the Transitional Land Development Regulations of the Village of Indiantown are hereby amended to read as follows:

Sec. 4.691. - Title. This division shall be known as the "~~Martin County~~ Village of Indiantown Sign Ordinance."

Sec. 4.692. - Purpose and intent.

The purpose and intent of this division is to regulate the use of signs in a content-neutral manner so that they are compatible with their surroundings, to promote the aesthetic character of the ~~County~~ Village, to preserve the natural appearance of the ~~County~~ Village, to promote tourism, to promote traffic safety, to maintain property values, to express the identity of individual proprietors and of the community as a whole, and to regulate signs so that they are legible in the circumstances in which they are seen and constructed to standards which promote the safety, health and general welfare of the public. This ordinance is not intended to apply to any traffic control signs within any public right-of-way that are governed by the Manual of Uniform Traffic Control Devices or as otherwise provided by law.

~~Sec. 4.693. - Unlawful signs.~~

~~It shall be unlawful to erect, display or maintain any sign that does not comply with the standards and regulations hereinafter set forth.~~

~~Sec. 4.694. - Definitions.~~

~~*Advertising sign:* A sign directing attention to a business, commodity, service, or entertainment conducted, sold, or offered.~~

~~*Animated sign:* A sign which involves motion or rotation of any part by any means or is illuminated by flashing, intermittent or color changing light or lighting.~~

~~*Banner:* Any sign having the character, letters, illustrations or ornamentations applied to cloth, paper, balloons or fabrics of any kind with only such material for a foundation.~~

~~*Billboard:* Any framework for a sign advertising merchandise, service or entertainment sold, produced, manufactured or furnished at a place other than the location of such structure.~~

~~*County:* The unincorporated area of Martin County.~~

~~*District:* "District" shall mean zoning district.~~

~~*Existing grade:* That level of land upon which the sign structure is constructed. No grade may be altered to create a condition that will add to the overall height of the sign.~~

~~*Freestanding sign:* A sign which is supported by an upright, or uprights, or braces in or upon the ground.~~

~~*Ground mounted sign:* See *Freestanding sign*.~~

~~*Illuminated sign:* A sign which receives light from an internal or an external source to make the message readable.~~

~~*Immoral sign:* Defined as that quality of any description of representation, in whatever form, of nudity, sexual conduct, or sexual excitement, when it:~~

- ~~1.—Predominately appeals to the prurient, shameful, or morbid interest of minors in sex; and~~
- ~~2.—Is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable sexual material for minors; and~~
- ~~3.—Taken as a whole, lacks serious literary, artistic, political, or scientific value.~~

~~*Off premises sign:* See *Billboard*.~~

~~*Pennant:* Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire or string, usually in a series designed to move in the wind.~~

~~*Point of purchase sign:* A sign advertising merchandise, services, or entertainment sold, produced, manufactured or furnished at the place where such sign is located.~~

~~*Political signs:* Temporary signs supporting candidates for office or urging action on any other matter on the ballot of primary, general and special elections.~~

~~*Portable sign:* Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to "A" or "T" frames; menu and sandwich board signs; balloons or helium or air filled material or plastic devices used as signs or advertising; umbrellas used for advertising; signs attached to or painted on vehicles and visible from the public right of way, unless said vehicle is used with such sign in the normal day to day operations of the business; and pole flags of plastic or other lightweight material whether or not containing a message of any kind.~~

~~*Projecting sign:* A sign projecting at an angle from the outside wall or walls of any building.~~

~~*Roof sign:* A sign located wholly upon or over the roof of any building.~~

~~Sign: Any identification, description, illustration or device, illuminated or nonilluminated, which is visible by the public and which directs attention to a product, place, activity, person, institution, business or solicitation.~~

~~Snipe sign: Any sign, generally of a temporary nature, made of any material when such a sign is tacked, nailed, posted, pasted, glued, or otherwise attached to a tree, pole, stake or fence or to any other objects.~~

~~Wall sign: Any sign mounted parallel to the face of a structure or wall.~~

~~Window sign: Any sign mounted inside a window for display to the public passersby outside the window.~~

~~Sec. 4.695. Prohibited signs.~~

~~The following signs shall not be erected, placed or maintained and are prohibited:~~

~~4.695.A. Signs, other than governmental signs of a public nature, erected, placed or maintained on or over any public property, and/or rights of way, except for such signs as the County Commission may itself allow for the general benefit of the County as a whole or for the public convenience, necessity or welfare.~~

~~4.695.B. Billboards or off premises signs on Hutchinson Island.~~

~~4.695.C. Specifically the following signs are expressly prohibited:~~

- ~~1. Signs that are in violation of the building code or electrical code adopted by the city/County.~~
- ~~2. Any sign that, in the opinion of the Building and Zoning Director, does or will constitute a safety hazard.~~
- ~~3. Blank temporary signs.~~
- ~~4. Signs with visible moving, revolving, or rotating parts or visible mechanical movement of any description or other apparent visible movement achieved by electrical, electronic, or mechanical means, except for traditional barber poles.~~
- ~~5. Signs with the optical illusion of movement by means of a design that presents a pattern capable of giving the illusion of motion or changing of copy.~~
- ~~6. Signs with lights or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color except for time temperature date signs.~~
- ~~7. Strings of light bulbs used on commercially developed parcels for commercial purposes, other than traditional holiday decorations.~~

- ~~8. Signs, commonly referred to as wind signs, consisting of one or more banners, flags, pennants, ribbons, spinners, streamers or captive balloons, or other objects or material fastened in such a manner as to move upon being subjected to pressure by wind.~~
- ~~9. Signs that incorporate projected images, emit any sound that is intended to attract attention, or involve the use of live animals.~~
- ~~10. Signs that emit audible sound, odor, or visible matter such as smoke or steam.~~
- ~~11. Signs or sign structures that interfere in any way with free use of any fire escape, emergency exit, or standpipe, or that obstruct any window to such an extent that light or ventilation is reduced to a point below that required by any provision of this Code or other ordinance of the County.~~
- ~~12. Signs that resemble any official sign or marker erected by any governmental agency, or that, by reason of position, shape or color, would conflict with the proper functioning of any traffic sign or signal, or be of a size, location, movement, content, color, or illumination that may be reasonably confused with or construed as, or conceal, a traffic control device.~~
- ~~13. Signs that obstruct the vision of pedestrians, cyclists, or motorists traveling on or entering public streets.~~
- ~~14. Nongovernmental signs that use the words "stop," "look," "danger," or any similar word, phrase, or symbol.~~
- ~~15. Signs, within ten feet of public rights of way or 100 feet of traffic control lights, that contain red or green lights that might be confused with traffic control lights.~~
- ~~16. Signs that are of such intensity or brilliance as to cause glare or impair the vision of any motorist, cyclist, or pedestrian using or entering a public way, or that are a hazard or a nuisance to occupants of any property because of glare or other characteristics. Signs that contain any lighting or control mechanism that causes unreasonable interference with radio, television or other communication signals.~~
- ~~17. Searchlights used to advertise or promote a business or to attract customers to a property.~~
- ~~18. Signs that are painted, pasted, or printed on any curbstone, flagstone, pavement, or any portion of any sidewalk or street, except house numbers and traffic control signs.~~

- ~~19. Signs placed upon benches, bus shelters or waste receptacles.~~
- ~~20. Signs erected over or across any public street except as may otherwise be expressly authorized by this division, and except governmental signs erected by or on the order of a public officer.~~
- ~~21. Vehicle signs with a total sign area on any vehicle in excess of ten square feet, when the vehicle:
  - ~~a. Is parked for more than 60 consecutive minutes within 100 feet of any street right of way;~~
  - ~~b. Is visible from the street right of way that the vehicle is within 100 feet of; and~~
  - ~~c. Is not regularly used in the conduct of the business advertised on the vehicle. A vehicle used primarily for advertising, or for the purpose of providing transportation for owners or employees of the occupancy advertised on the vehicle, shall not be considered a vehicle used in the conduct of the business.~~~~
- ~~23. Immoral signs.~~
- ~~24. Portable signs as defined by this division.~~
- ~~25. Signs on a tower except "no trespassing" signs and identification signs.~~

~~Sec. 4.696. Exempt signs.~~

~~The following signs are exempt from the operation of these sign regulations, and from the requirement in this division that a permit be obtained for the erection of permanent signs, provided that such signs are not placed or constructed so as to create a hazard of any kind. It shall be the responsibility of the property owners to ensure that any of the following exempt signs placed on their property are erected and maintained in accordance with such hurricane protection measures as may be in effect.~~

~~4.696.A. Trespassing, safety or caution signs, provided that such signs are:~~

- ~~1. Nonilluminated.~~
- ~~2. Not over four square feet in overall area.~~
- ~~3. No greater than four feet in overall height.~~

~~4.696.B. Signs bearing only property numbers, street addresses, telephone numbers, post box numbers or names of occupants of the premises, including professional nameplates, provided that such signs are:~~

- ~~1. Not over four square feet in area; and~~
- ~~2. Limited to one per street frontage, per housing unit, or per business.~~

~~4.696.C. Governmental flags and insignias, except when displayed in connection with commercial promotion.~~

- ~~4.696.D. Legal notices of 16 square feet or less, either publicly or privately owned, directing and guiding traffic and parking, in accordance with the standards for internal traffic control signs as recommended by the Manual on Uniform Traffic Control Devices (MUTCD) but bearing no advertising matter (example: parking, entrance, exit, service, etc.).~~
- ~~4.696.E. Temporary real estate signs on properties where an owner is actively attempting to sell such property, either personally or through an agent, provided that such signs are:~~
- ~~1. Nonilluminated;~~
  - ~~2. Not over six square feet in area;~~
  - ~~3. No greater than four feet in overall height; and~~
  - ~~4. No closer than 15 feet to any side or rear property line.~~
- ~~4.696.F. Christmas and other holiday displays, except as specifically prohibited herein.~~
- ~~4.696.G. Bulletin boards for public, charitable or religious institutions, provided that such signs are:~~
- ~~1. Located on the premises of the institution;~~
  - ~~2. Not over 16 square feet in area;~~
  - ~~3. No greater than six feet in overall height; and~~
  - ~~4. No closer than 15 feet to any side or rear property line.~~
- ~~4.696.H. Temporary signs denoting a project or subdivision name, the architect, the engineer, the contractor or subcontractor on the premises where construction work is underway or is to take place within 180 days, provided that such signs are:~~
- ~~1. Nonilluminated;~~
  - ~~2. Not over 16 square feet in area;~~
  - ~~3. No greater than six feet in overall height;~~
  - ~~4. No closer than 15 feet to any property line; and~~
  - ~~5. Limited to one per street frontage per construction site.~~
- ~~4.696.I. Memorial signs or tablets.~~
- ~~4.696.J. Names of buildings and dates of erection.~~
- ~~4.696.K. Window signs.~~
- ~~4.696.L. Signs inside a building and not visible from a public street.~~
- ~~4.696.M. Air towed banners.~~

~~4.696.N. Umbrellas containing advertising when used in conjunction with an approved food or beverage establishment or when used to denote products or services not available for sale or consumption on-site.~~

~~4.696.O. Any sign required by any governmental regulation as a public notice.~~

~~4.696.P. Ornamental flags devoid of any lettering with a maximum size of five feet by five feet. One such flag shall be allowed per parcel of property. In the event there are multiple parcels of property under the same ownership, only one such flag shall be permitted on continuous parcels of property under the same ownership.~~

~~4.696.Q. Banners used in conjunction with civic events, not for profit fundraisers, church or charity functions shall be allowed with the following conditions:~~

- ~~1.— Over the road banners must be approved by the Traffic Engineer.~~
- ~~2.— Banners may be erected 14 days prior to the commencement of the event being promoted.~~
- ~~3.— Banners must be removed three days after the conclusion of the event.~~
- ~~4.— Banners must be secured in a manner so as to prevent a hazard to either vehicular or pedestrian traffic.~~
- ~~5.— Banners shall be limited in size to three feet by 50 feet.~~

~~Sec. 4.697.— Temporary signs.~~

~~The following temporary signs shall be permitted in accordance with the building code construction standards provided that the applicable provisions of this section are met:~~

~~4.697.A. Subdivision and on-site development signs identifying where an approved active building and on-site development program is underway, provided that such signs are:~~

- ~~1.— Nonilluminated;~~
- ~~2.— Ground mounted;~~
- ~~3.— Erected no more than 180 days prior to the beginning of actual construction;~~
- ~~4.— Removed if construction is not initiated within 180 days after the sign is erected or within 60 days of cessation of construction if construction is not continuously and actively prosecuted to completion or when construction is completed and a final certificate of occupancy has been issued;~~
- ~~5.— No larger than 100 square feet in area per sign face and no more than 18 feet in overall height;~~
- ~~6.— Limited to one sign per street frontage abutting the development;~~
- ~~7.— No closer than 15 feet to any property line.~~
- ~~8.— Signs approved in PUD projects are additionally subject to any conditions~~

specified in the PUD agreement.

~~4.697.B. Promotional, special event, grand opening and seasonal sales signs, provided that such signs are:~~

- ~~1. Limited to commercial and industrial use areas;~~
- ~~2. Ground or wall mounted;~~
- ~~3. Not over 40 square feet in area;~~
- ~~4. No closer than 15 feet to any property line;~~
- ~~5. Securely fastened or attached to the ground or wall to assure safety;~~
- ~~6. Erected in such a way that they do not interfere with vehicular or pedestrian traffic;~~
- ~~7. Permitted on the basis of not more than one such permit in any given six-month period;~~
- ~~8. Permitted for a period not to exceed 60 days for seasonal sales (such as Christmas tree sales) or for a period not to exceed 30 days for promotional sales;~~
- ~~9. Removed upon the expiration of the use permit for the use or event for which they are granted; and~~
- ~~10. Limited to one per each 500 feet of street on which the activity has frontage.~~

~~4.697.C. Temporary for sale real estate signs greater than six square feet on properties where an owner is actively attempting to sell such property, either personally or through an agent, provided such signs are:~~

- ~~1. Located on industrial, commercial or agricultural property;~~
- ~~2. Limited to ten feet in height;~~
- ~~3. Limited to one sign per site;~~
- ~~4. Nonilluminated;~~
- ~~5. No closer than 15 feet to any property line;~~
- ~~6. A maximum of 32 square feet.~~

~~4.697.D. Any legally registered nonprofit corporation may place temporary promotional, special event, and seasonal sales signs, provided that such signs:~~

- ~~1. Are limited to commercially and industrially zoned property;~~
- ~~2. Shall be no more than four square feet per sign face for signs, and 50 square feet for sign face for banners;~~
- ~~3. Are erected no closer than ten feet to any right-of-way;~~
- ~~4. Permitted on the basis of not more than one time every three months;~~
- ~~5. Permitted for a period not to exceed 30 days for special events, promotional sales, and seasonal sales;~~
- ~~6. Removed immediately upon the expiration of the use or event for which they were erected; and~~
- ~~7. Limited to one sign or banner per 100 feet of street frontage.~~



~~Sec. 4.698. Permanent on-site development identification signs.~~

~~Permanent on-site development identification signs shall be permitted in accordance with building code construction standards provided that the following conditions are met:~~

- ~~4.698.A. Permanent development identification signs exceeding six feet in height shall meet the height and setback requirements in the district in which they are located.~~
- ~~4.698.B. Permanent development identification signs are permitted in any zoning district for the exclusive purpose of identifying residential developments.~~
- ~~4.698.C. Permanent development identification signs shall only identify a County-approved subdivision, development or community.~~

~~Sec. 4.699. Political signs.~~

~~Political signs shall not be erected, placed or maintained within the unincorporated areas of Martin County unless they meet the following criteria:~~

- ~~4.699.A. The candidate or person responsible for political signs shall register with the Growth Management Director prior to the erection of any such signs.~~
- ~~4.699.B. A written agreement must be submitted which states that the candidate is aware of political sign requirements and agrees to abide with such requirements.~~
- ~~4.699.C. It is recommended that no political signs be erected prior to 45 days of any primary, special or general election.~~
- ~~4.699.D. Political signs shall be removed within five days after the election to which the signs pertain, unless such sign continues to be pertinent to an election to be held within 90 days.~~
- ~~4.699.E. All temporary political signs shall be constructed of lightweight material such as plastic, canvas, styroboard or cardboard. Framework and stanchion for political signs shall be limited to wood stock material of 2 × 2 or less. Such signs shall not be considered snipe signs.~~
- ~~4.699.F. No political signs may be located within any right of way or on any public property.~~
- ~~4.699.G. Signs located on private property must have the permission of the property owner.~~
- ~~4.699.H. The maximum size of any political sign shall be 16 square feet. Permanent approved billboards rented for use as a political sign shall be exempt from the 16 square feet maximum provision.~~
- ~~4.699.I. All political signs must be erected in such a manner so as not to represent~~

~~a threat to the health, safety and welfare of the public.~~

~~4.699.J.— No political signs may be attached to any trees, utility poles or other supports that are not normally used to support such signs.~~

~~4.699.K.— All illuminated political signs shall comply with Martin County electrical code standards.~~

~~4.699.L.— The enforcing official may remove any signs which are found to be in violation of any of these requirements.~~

~~4.699.M.— Section 4.999.C shall not apply to magnetic signs placed on the outside of vehicles.~~

~~Sec. 4.700.— Point of purchase signs.~~

~~The following point of purchase signs shall be permitted in accordance with building code construction standards provided that the applicable provisions of this section are met:~~

~~4.700.A.— *Location.* Wall signs, projecting signs or freestanding signs are restricted to point of purchase advertising only and are further restricted to the following districts.~~

- ~~1.— Commercial;~~
- ~~2.— Mixed use districts where the land use is commercial;~~
- ~~3.— Industrial; and~~
- ~~4.— Planned unit development (PUDs) where permitted in the PUD agreement.~~

~~4.700.B.— *Wall signs.*~~

- ~~1.— The permitted size of wall signs shall be based on a percentage of the wall areas computed by the length times the height in the geometric figures which determine the actual area. The wall length shall be the building, or that portion occupied. The height of the wall for computing purposes shall not exceed 15 feet for one-story structures nor 25 feet for two or more story structures. One wall shall be the front wall; other walls shall be figured on the basis of one-half of the percent allowable given the front wall.~~

#### SIGN AREA TABLE

Square Footage	Percent Allowable
—0—500	12.0
—500—1,000	11.5
1,000—1,500	11.0

1,500—2,500	10.5
2,500—3,500	10.0
3,500—4,500	9.5
4,500—5,500	9.0

The maximum allowable size of a wall sign shall not exceed 495 square feet.

2. ~~No wall sign shall be mounted at a distance measured perpendicular to said wall greater than 24 inches.~~

3. ~~No wall sign shall cover wholly or partially any required wall opening.~~

4.700.C. ~~Projecting signs.~~ No projecting sign shall have a sign area exceeding 50 percent of the permitted freestanding sign area and in no case shall it exceed 150 square feet.

4.700.D. ~~Freestanding signs.~~

1. ~~Not more than three freestanding signs shall be permitted on each property line adjacent to a public street.~~

2. ~~The total sign area of all freestanding signs permitted on any property line adjacent to a public street shall be prorated on the basis of one square foot of sign area for each linear foot of property line adjacent to that public street.~~

3. ~~No freestanding sign shall exceed 300 square feet in sign area per face.~~

4. ~~Freestanding signs shall comply with the minimum side and corner yard setbacks of the applicable zoning district.~~

5. ~~No freestanding sign shall exceed a height of 25 feet from existing grade.~~

6. ~~All freestanding signs shall be located at least five feet from all buildings.~~

7. ~~Freestanding signs shall not overhang any required landscape area.~~

Sec. 4.701. ~~Billboards and off-premises signs.~~

4.701.A. ~~Billboards and off-premises signs shall be permitted in accordance with building code construction standards in the unincorporated areas of Martin County, provided that the following conditions are met:~~

1. ~~Billboards and off-premises signs shall be allowed only on property zoned general commercial or general industrial.~~

2. ~~Said signs shall only be allowed on property which has been reviewed and developed in accordance with a commercial site plan.~~

3. ~~Said signs shall be considered a principal use on the property. Where utility facilities or railroads are in place or are constructed after the date of adoption of this division, those improvements shall be considered the principal use of the property and no further principal uses shall be allowed on the property.~~

- ~~4. Said signs shall not exceed 18 feet in height above unfinished lot grade.~~
- ~~5. Said signs shall not exceed 100 square feet in sign area on any face. There shall not be more than two faces on any sign.~~
- ~~6. Said signs shall not be less than 2,500 feet in any direction from any other billboard or off-premises sign.~~
- ~~7. Said signs shall not be less than 2,500 feet in any direction from any of the following:~~
  - ~~a. Public service district.~~
  - ~~b. Residential districts including a residential PUD.~~
  - ~~c. Mixed use districts where the land use is residential.~~
  - ~~d. Place of worship.~~
  - ~~e. School.~~
  - ~~f. Cemetery.~~
  - ~~g. Road intersection (measured from the centerline).~~
  - ~~h. Railroad crossing (measured from the centerline).~~
- ~~8. Said signs shall comply with the minimum front, rear, side and corner setbacks established in the Land Development Code. Setbacks shall be measured from the outermost limit of any portion of a sign.~~
- ~~9. Said signs shall be completely independent of any building or other structure, excluding the sign structure.~~
- ~~10. Said signs shall not be permitted within 100 feet of a point of purchase sign.~~
- ~~11. The applicant must be in receipt of any required State Department of Transportation permit prior to application to Martin County for a sign permit.~~

~~Sec. 4.702. Auxiliary signs.~~

~~The following auxiliary signs are permitted in association with commercial, industrial or public service activities only:~~

~~4.702.A. Time and temperature devices: These signs may be freestanding, projecting or wall signs. Those devices with alternating messages shall display each such message for not less than ten seconds.~~

~~4.702.B. Changing message devices.~~

~~Sec. 4.703. Compliance requirements.~~

~~4.703.A. Signs prohibited by section 4.695 above shall be removed immediately upon the effective date of this division [January 1, 1995].~~

~~4.703.B. The sign or at least the message portion of any sign now or hereafter existing which no longer advertises a bona fide business conducted, or a product sold, shall~~

~~be taken down and removed by the owner, agent, or persons having beneficial use of the building, structure, or land upon which such sign shall be found, within 90 days after written notification by the Building and Zoning Director.~~

~~4.703.C.—Any sign located within a public right of way shall be removed immediately, unless it is permitted elsewhere within this division. The enforcing official is authorized to remove any sign not permitted in the right of way under this division at such time as the sign is determined to be in noncompliance.~~

~~Sec. 4.704.—Maintenance.~~

~~Signs shall be kept clean, neatly painted and free from all hazards such as, but not limited to, faulty wiring and loose fastenings. Weeds shall be cut underneath and around the base of ground signs and no rubbish or debris shall be permitted that would constitute a fire hazard or be detrimental to the public health and safety. All signs shall be maintained in a manner which will withstand hurricane wind load requirements.~~

~~Sec. 4.705.—Nonconformities.~~

~~For those signs which: (1) are not otherwise prohibited by section 4.695.C; and (2) are not consistent with the provisions of this division; (3) are not located within an approved PUD, the following provisions shall apply:~~

~~4.705.A. All billboards or off premises signs which were legally erected prior to August 1, 1990, but which do not comply with the requirements of this division must be removed or altered to comply with the requirements of this division by August 1, 1996. This subsection does not apply to billboards or off premises signs adjacent to the Florida Turnpike.~~

~~4.705.B. All billboards or off premises signs adjacent to the Florida Turnpike which were legally erected prior to August 1, 1994, but which do not comply with the requirements of this division must be removed or altered to comply with the requirements of this division by August 1, 2000.~~

~~4.705.C. Nonconforming signs may not be structurally modified. Any nonconforming sign damaged in excess of 50 percent of the integrity of the structure as determined by the Building Official can only be repaired in full compliance with the requirements of this division.~~

~~Sec. 4.706.—Enforcement.~~

~~4.706.A.—The Building and Zoning Director shall be the enforcing official. The enforcing official is charged with the duty of administering the provisions of this division and securing compliance therewith. In furtherance of this responsibility, the enforcing official shall:~~

~~1.—Make such inspections as may be necessary to effectuate the purposes and intent~~

~~of this division and initiate appropriate action to bring about compliance with this division, if such inspection discloses any instance of noncompliance.~~

~~2.—Investigate thoroughly any complaints of alleged violations of this division, and indicate clearly in writing as a public record in his office the disposition made of such complaints.~~

~~3.—Order in writing, as set out below, the remedy of all conditions of all violations of this division found to exist in or on any premises.~~

~~4.—State in the violation order a time limit for compliance herewith as hereinafter set out.~~

~~4.706.B.—The enforcing official or his agent is authorized and directed to enter upon all premises at reasonable times to determine their condition insofar as the provisions of this division are applicable.~~

~~4.706.C.—As an alternative to the penalties provided in section 4.709, this division may be enforced by the Code Enforcement Board as established by Martin County Ordinance No. 206, as amended or hereafter amended, or by appropriate action in the Circuit Court.~~

~~Sec. 4.707.—Permits required.~~

~~An advertising display sign shall not hereafter be erected, constructed, altered or maintained except as provided in this division until after permit for same has been issued by the Building Official and the applicable fee paid.~~

~~Sec. 4.708.—Expiration of permits.~~

~~4.708.A.—A sign permit shall become null and void unless work on the permitted sign is substantially underway within six months after the effective date of the issuance of such permit. Any fee paid shall be forfeited.~~

~~4.708.B.—All rights and privileges acquired under the provisions of this division, or any amendments thereto, are mere licenses, revocable at any time by the Board of County Commissioners of Martin County, and all permits shall contain such provisions.~~

~~Sec. 4.709.—Violations and penalties.~~

~~Violation of this division is a misdemeanor pursuant to F.S. § 125.69, and is punishable under said section by imprisonment for up to 60 days, or a fine for up to \$500.00, or both such imprisonment and fine.~~

Sec. 4.693 – Definitions

A. The following terms and phrases when used in this ordinance, whether in the singular or plural or if the first letter is capitalized or in lower case, shall have the

meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

1. *Abandoned sign* means a sign located on a property where the use advertised on the sign is unlicensed, the owner has failed to pay its local business taxes, or the business advertised has moved or vacated from the property where the sign is located.
2. *Animated (sign)* means a sign that uses movement or change of lighting to depict action or to create a special effect or scene.
3. *Awning sign* means letters or characters placed upon an awning or awning valance.
4. *Balloon* means a lighter than air sign or display tethered to the ground or a structure.
5. *Banner* means a temporary sign having the characters, letters, illustrations, or ornamentations applied to cloth, paper, or fabric of any kind with only the material for a backing. "Banner" shall include any animated or fluttering devices designed to attract attention.
6. *Billboard* means a flat surface (such as a panel, wall or fence) on which bills are placed; specifically, a large panel designed to carry outdoor advertising, particularly for an off-premises sale.
7. *Building Director* means the Director of the Village of Indiantown's Building Department or his or her designee, and in the absence of a Building Department, the Village Manager or his or her designee.
8. *Cabinet sign* means a sign incorporating a rigid frame, which supports and retains the sign face panel(s) and/or background constructed of plastic or similar material, and which has an internal light source. Cabinet signs do not include signs composed of individually-mounted and individually-illuminated letters, or logos no larger than the lettering to which they relate.
9. *Canopy* means a covered structure projecting from the face of the principal building. Canopies may be cantilevered or self-supporting and include awnings.

10. Changeable copy sign means a sign with informational content that can be changed or altered by manual or electronic means to display a message.
11. Circuit Court means the 19<sup>th</sup> Judicial Circuit in and for Martin County, Florida.
12. Village means the Village of Indiantown, a Florida municipal corporation.
13. Village Engineer means the engineer for the Village of Indiantown or his or her designee.
14. Combustible sign means any sign or sign structure, which has an internal electrical circuit which may ignite or support flames and which has a low flame point.
15. Day means a calendar day and includes Saturdays, Sundays, and legal holidays.
16. Directory sign means a sign listing the tenant's names, locations, buildings or group of buildings.
17. District means a zoning district.
18. Effective date means the date this ordinance is adopted pursuant to Section 166.041, Florida Statutes.
19. Finished grade means the final elevation of the ground surface after completion of all site preparation and development, and conforming to the approved plans, but not including berms or artificial fills to elevate signs above the surrounding finished grade.
20. Fixed projecting sign means a sign projecting at an angle from the outside wall of any building and rigidly affixed thereto.



21. Freestanding sign means a sign not affixed to any other structure and limited to no more than two faces. Example:



21. Ground sign means a sign affixed to the ground and supported by a masonry foundation with posts, uprights, or braces extending from the ground, or a permanently mounted object on the ground, but not attached to any part of a building.

22. Height (of a sign) means the vertical distance measured from the highest point of the sign, to the finished grade at the base of the sign.

23. Identification sign means a sign that indicates the name of the primary use.

24. Lighted (sign) means any sign, which is illuminated by any type of light from an artificial or man-made source, whether separate and apart from or contained within or on the sign, which is intended and used to make the sign visible or readable.

25. Manual or electronic changeable copy sign. See Changeable copy sign.

26. Manual of Uniform Traffic Control Devices means the manual issued by the Federal Highway Administration of the United States Department of Transportation specifying traffic control standards including traffic signs.

27. Monument (sign) means a freestanding low-profile sign with the sign area at the top of a solid base. Example:



28. Mural sign means a painting or drawing on an external wall which contains a message, or logo, or depiction of a product or service of a particular business being offered to the public.
29. Non-commercial sign means a temporary sign erected for purposes other than advertising a commercial business.
30. Non-conforming sign means a sign which was erected legally but no longer complies with the current sign ordinance.
31. Off-premises sign means a sign advertising a business which is not located on the property where the sign is located.
32. Owner means the individual, entity, or person having ownership, whether in whole or in part, of a sign, including but not limited to an agent, attorney, director, executor, guardian, officer, personal representative, trustee, or any other individual, entity, or person acting on behalf of the owner or owners of the sign.
33. Projecting sign means a sign which is attached at a right angle to the outside wall of the building. Example:



34. Real estate sign means any temporary sign on the real estate where the sign is placed, stating as being for sale, rent or lease.
35. Remove or removal means the actual removal by digging up or cutting down, or the effective removal through other means.

36. *Roof sign* means a sign which projects above the roof line or is located on the roof of the building structure.
37. *Sandwich or sidewalk sign* means a temporary, movable sign, made of metal and/or wood, having not more than two faces, and not permanently attached to the public sidewalk, but stable enough to support its own weight.
38. *Sign* means any device, structure or fixture using graphics, illustrations, lettering, logos, printing, symbols, writing or other forms of communication, whether commercial or non-commercial.
39. *Sign area* means the area including all graphics, illustrations, lettering, logos, printing, symbols, writing or other forms of communication of a sign.
40. *Signs confusing to vehicular drivers* means a sign erected at the intersection of any streets or in any street right-of-way in a manner as to obstruct free and clear vision; or at any location where, by reason of the position, shape, or color, it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, a traffic signal, or traffic device; or which makes use of the words "look," "danger," "stop," or any other word, phrase, symbol, or character in a manner as to interfere with, mislead, or confuse pedestrians or vehicular drivers.
41. *Sign structure* means the frame, hardware, platform, posts, or other material or parts on which a sign is displayed, mounted, or supported.
42. *Snipe sign* means any sign located in the public right-of-way other than traffic signs or other lawful signs intended to direct pedestrian or vehicular traffic or designate streets or street crossings.
43. *Special event banner sign* means a sign which announces a special event or function which is of general benefit to the community at large.

44. *Swinging sign* means a flexible swinging sign hanging from the outside wall or walls of any building or any pole structure which is not rigidly affixed thereto.

45. *Temporary sign* means any sign erected for a limited time period not to exceed six months per year.

46. *Under-canopy sign* means a sign attached or suspended under the canopy or roof of a walkway. Example:



47. *Unlawful sign* means a sign which does not meet the requirements of the Village of Indiantown Sign Ordinance or other applicable law and has not received legal non-conforming status.

48. *Vehicular sign* means a sign placed on vehicles or trailers that are parked in the public right-of-way or on private property for the primary purpose of displaying the sign.

49. *V-shape sign* means a sign containing two faces of approximately equal size erected upon common or separate structures, positioned in a "V" shape with an interior angle between faces of not more than 90 degrees.

50. *Wall sign* means a sign painted or attached parallel to the outside of a building.

51. *Wind sign* means a sign consisting of banners, pennants, ribbons, spinners, streamers, or other objects or material fastened in such a manner as to move upon being subjected to pressure by natural or artificial wind.

52. *Window sign* means any sign placed on the inside or outside of any window of any building or door and which is visible from any public right-of-way. This does not include merchandise on display.

Sec. 4.694. - Sign ordinance is content-neutral.

- A. Notwithstanding anything contained in this sign ordinance to the contrary, any sign erected pursuant to the provisions of this ordinance may contain either a commercial or non-commercial message. Either a commercial or non-commercial message may occupy the entire sign face or portion thereof. The sign face may be changed from a commercial message to non-commercial message as desired by the owner of the sign, subject to the further provisions of this ordinance, and provided that:
1. The size and design criteria conform to the applicable portions of this ordinance;
  2. The sign is allowed by this ordinance;
  3. The sign conforms to the setback and other requirements of the zoning district in which the sign is located;
  4. The appropriate permits have been obtained; and
  5. The construction materials and methods meet the requirements of the Florida Building Codes.
- B. No permitting decision shall be based upon the content or the message contained (i.e., the viewpoint expressed) on such signs.
- C. Notwithstanding subsections A and B above, no banner, billboard, or any other sign shall contain, depict, display, exhibit, illustrate, present, or show any message or image that: is 1) lewd, obscene, profane, pornographic as the same may be defined by community standards and by law; 2) is directed to inciting or producing imminent lawless action and is likely to incite or produce such action; 3) violates the constitutional protections of individuals; or 4) violates applicable law.

Sec. 4.695. – Prohibited Signs.

- A. The following signs, or sign features, are prohibited within the Village of Indiantown:
1. Animated signs;
  2. Balloons;
  3. Combustible signs;
  4. Intermittent lighting, animation, moving or rotating signs, not including governmental traffic signals and devices.

5. Noise-producing signs.
6. Private signs in public rights-of-way other than awning or under-canopy signs or as otherwise approved by the Village Council.
7. Roof signs.
8. Signs confusing to vehicular drivers.
9. Snipe signs.
10. Vehicular signs, except:
  - a. Bumper stickers; and
  - b. Graphics applied or painted upon a vehicle as long as the primary use of the vehicle is not for the purpose of advertisement, whether commercial or non-commercial. In no case shall vehicles with graphics applied or painted on the vehicle be parked in, at or near rights-of-way or on publicly-owned land, including but not limited to parks, roads, streets, and highways, unless for a reasonable time for the temporary placement of the vehicle at that location.
11. Wind signs.
12. Any sign not provided for, or expressly permitted, by this ordinance or otherwise allowed by law is prohibited.

Sec. 4.696. - Permit required.

It shall be unlawful for any person to post, display, erect or modify a sign or sign structure that requires a permit provided for in this ordinance without first having obtained a permit therefor from the either the Building Director or the Village Engineer, or both, as applicable. Signs or sign structures erected without a valid permit shall be deemed to be in violation of this ordinance.

Sec. 4.697. - Non-conforming signs.

- A. Signs erected under a valid permit prior to the effective date of this ordinance that are now non-conforming under this ordinance shall be allowed to remain. Non-conforming signs may be repaired, but may only be replaced with signs in conformance with this ordinance or as otherwise required by law.
- B. Nothing in this section shall prohibit the Building Director from removing any unsafe or dangerous signs as provided in this ordinance.

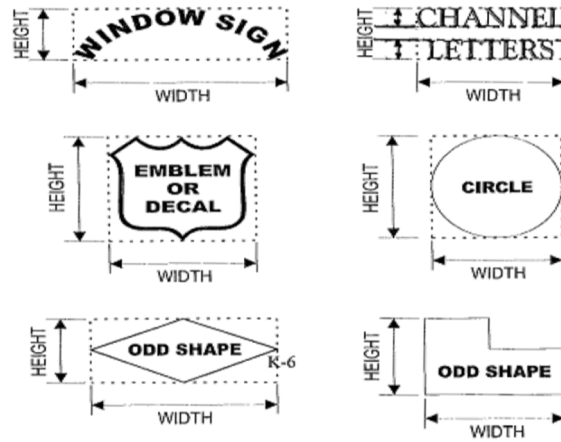
Sec. 4.698. - Permit procedures.

- A. Issuance of permits, validity and renewal. Permit applications shall be reviewed by the either the Building Director or the Village Engineer, or both, as applicable, within 30 days of submission of the permit application. Upon satisfactory compliance and a determination that the proposed sign meets all applicable standards, either the Building Director or the Village Engineer, or both, as applicable, shall cause a permit to be issued to the applicant. The permit shall be valid for 180 days from its approval, during which period the sign may be erected and inspected. However, the Building Director, for good cause shown, may renew the permit for an additional 90-day period provided there have not been later enacted sign ordinance provisions which invalidate or disallow the permit. Appeals from the decision of the Building Director may be made directly to the Village Council.
- B. Permits for individual signs. Permits for all lawful signs shall be on a form promulgated by the either the Building Director or the Village Engineer, or both, as applicable.

Sec. 4.699. - Sign area, dimensioning, illumination, location and safety.

- A. Basis for measurement. The sign area shall be expressed in square feet or square inches that is allowed in accordance within these regulations for each sign face. The sign face includes any background material, panel, trim, color, and direct or self-illumination used that differentiates the sign from the building, structure, backdrop surface, or object upon which, or against which, it is placed. When there is no such differentiation, the sign face shall be one or more rectangles or squares just large enough to enclose all illustrations, lettering, logos, ornamentation, or symbols. A sign structure shall not be included in the total sign area provided that no lettering, illustrations, lettering, logos, ornamentation, or symbols are displayed on, or designed as part of, the sign structure.
- B. Dimensioning of Signs. The basis and method of sign dimensions is depicted graphically, below:





C. Illumination. Signs may be illuminated directly or indirectly, unless specifically prohibited elsewhere. In residential districts, all overhead illumination shall provide shielding so that the light is not directed toward adjacent residential property. Illumination of monument or freestanding signs shall be external and directed from the ground by up-lighting or from behind individual letters by backlighting. Wall signs or fixed projecting signs may include individual illuminated letters or letters which are lighted from behind by backlighting. Illumination of signs shall exclude exposed neon tube lighting, or similar, and electronic changeable copy, unless permitted elsewhere in this ordinance.

D. Location.

1. Obstructions. A sign shall be located in such a manner as to not obscure an existing sign unless provisions are made for the removal of the obscured sign, or unless it is not reasonable and practical to locate the new sign elsewhere on the site.
2. Zoning requirements. Signs shall comply with the requirements of the applicable zoning district.

E. Safety.

1. Safety determination required. Whenever consideration is given to locating a sign, either the Building Director, the Village Engineer, or both as applicable, must determine that the location of the sign does not present a hazard to children, bicyclists, pedestrians or to vehicular traffic circulation. In so doing, any applicable sign triangle shall comply with the Florida Department of Transportation's Design Manual or as otherwise required by law.
2. Traffic safety. No sign shall be located in such a manner that is a hazard to automotive or pedestrian traffic nor shall any sign or lighting of a sign be



so placed as to obstruct the vision of the driver of any motor vehicle where vision is necessary for safety.

3. Height of ground signs (monument or freestanding) at intersections. Anything else in this section to the contrary notwithstanding, 3 feet (as measured from the crown of the road) shall be the maximum height of any section of new ground signs that are located within 10 feet of the following:
  - a. The right-of-way lines of two streets;
  - b. The right-of-way lines of a street and a right-of-way line of an alley; and
  - c. The right-of-way line of a street and the right-of-way line of a railroad.

Sec. 4.700. – Wall signs.

- A. The size and amount of all allowable wall signs shall be based on a percentage of the wall areas computed as the length multiplied by the height of the geometric figures which comprise the actual wall area fronting on a street. The wall length shall be the building face. The height of the wall for computing purposes shall not exceed 25 feet. No wall sign shall be mounted more than 18 inches from the wall face of the building, and no wall sign shall cover, in whole or in part, any wall opening required by law.

SIGNAGE-AREA TABLE

<u>Square Footage of Building Face Area</u>	<u>Percent Allowable</u>
<u>0— less than 500 SF</u>	<u>12%</u>
<u>500 SF - less than 1,000 SF</u>	<u>11.5%</u>
<u>1,000 SF - less than 1,500 SF</u>	<u>11%</u>
<u>1,500 SF - less than 2,500 SF</u>	<u>10.5%</u>
<u>2,500 SF - less than 3,500 SF</u>	<u>10%</u>
<u>3,500 SF — 4,500</u>	<u>9.5%</u>
<u>4,500 SF — up</u>	<u>9%</u>

(Example: 100 linear feet x 25 feet height building = 2,500 square feet x 10% = 250 square feet total signage allowed.)

Sec. 4.701. - Structural standards.

A. In addition to provisions of the Florida Building Code, the following structural standards shall be required for all signs erected in the Village of Indiantown.

1. *Securing signs.* Wall signs shall be securely attached to the building or structure by means of metal anchors, bolts, or expansion screws. No wood blocks or anchorage with wood used in connection with screws or nails shall be considered proper anchorage, except in the case of wall signs attached to studs or other structural members of buildings or structures having non-masonry walls. No sign shall be attached to a non-structural parapet wall.
2. *Wind loading.* Where the Florida Building Code or applicable federal, state or local law requires a sign meet certain wind loading specifications, the sign contractor or sign owner shall submit plans showing the location, structural members, and design calculations for wind loading, and certify the sign is in compliance with the wind loading specifications.

Sec. 4.702. - Removal and disposition of certain signs.

A. *Removal and disposition of certain signs.* It shall be unlawful to erect, use or maintain a sign or sign structure when it does not comply with the requirements of this ordinance. Unlawful signs are subject to removal pursuant to the following provisions:

1. *Summary procedures for removal of snipe signs.* The Village finds that the inexpensive nature of snipe signs and the administrative and cost burden imposed by elaborate procedural prerequisites prior to removal, requires the summary removal of these signs, when unlawfully erected and maintained. The Building Director is hereby authorized to remove such signs when unlawfully erected and maintained, subject to the provisions contained herein. Upon removal of a snipe sign, pursuant to this section, a written notice shall be sent to the occupant of the property from which the sign was removed, or if the sign identifies a party other than the occupant of the property, the party so identified. The notice shall advise that the sign has been removed and shall state that the sign may be retrieved within 30 days of the date of the notice upon payment of the fine or administrative fee established therefor, and that, if the sign is not retrieved within 30 days, it will be disposed of by the Village, without further notice.
2. *Permanent signs.* Signs and sign structures not subject to removal pursuant to the provisions of subsection 1 above that are or have been erected or maintained unlawfully, are subject to all remedies available at law or equity

for the removal of signs or sign structures which are or have been unlawfully erected or maintained.

3. Unsafe or dangerous signs. The Building Director is authorized to remove unsafe or dangerous signs pursuant to Village of Indiantown Code of Ordinances, Chapter 21, Section 21.75 et seq., as amended.
  4. Abandoned signs. If any sign regulated in this ordinance is found by the Building Director to be abandoned, the owner shall be responsible to remove the sign, cover the sign with a plain fabric cover, or place a blank copy panel in the sign frame within 30 days of the Building Director's notice to the owner.
- B. Failure to remove. Upon the failure, neglect or refusal of any owner to remove or repair any sign in violation of this ordinance, after reasonable notice by the Building Director, and in addition to any other remedies available to the Village, the Building Director is hereby authorized and empowered to effect the removal of the sign which is in violation. When the Village has made reasonable repairs or removed a sign or has paid for the repair or removal thereof, the actual cost shall be paid to the Village by the owner of the property upon which the sign is located as set forth in Section 4.707 below.
- C. Responsibility of maintenance. All signs shall be properly maintained. Exposed surfaces shall be cleaned and painted, if paint is required. Defective or damaged parts shall be replaced.

#### Sec. 4.703. - Types of signs permitted.

- A. Billboards and off-premises signs. Billboards and off-premises signs shall be permitted in accordance with building code construction standards of the Village (except as provided in Section 4.695.A.3.), provided that the following conditions are met:
1. Billboards and off-premises signs shall be allowed only on property zoned general commercial or general industrial.
  2. Billboards and off-premises signs shall only be allowed on property, which has been reviewed and developed in accordance with a commercial site plan.
  3. Where utility facilities or railroads are in place or are constructed after the date of adoption of this division, those improvements shall be considered the principal use of the property and no further principal uses shall be allowed on the property.

4. Billboards and off-premises signs shall not exceed 18 feet in height above unfinished lot grade.
  5. Billboards and off-premises signs shall not exceed 100 square feet in sign area on any face. There shall not be more than two faces on any sign.
  6. Billboards and off-premises signs shall not be less than 2,500 feet in any direction from any other billboard or off-premises sign.
  7. Billboards and off-premises signs shall not be less than 2,500 feet in any direction from any of the following:
    - a. Residential district;
    - b. Cemetery;
    - c. Mixed-use districts where the land use is residential;
    - d. Place of worship;
    - e. Public service district;
    - f. Railroad crossing (measured from the centerline);
    - g. Road intersection (measured from the centerline); and
    - h. School.
  8. Billboards and off-premises signs shall comply with the minimum front, rear, side and corner setbacks established in the Land Development Code. Setbacks shall be measured from the outermost limit of any portion of a sign.
  9. Billboards and off-premises signs shall be completely independent of any building or other structure, excluding the sign structure.
  10. Billboards and off-premises signs shall not be permitted within 100 feet of a point of purchase sign.
  11. The applicant must be in receipt of any required Florida Department of Transportation permit prior to application to the Building Director for a sign permit.
- B. Freestanding signs. Freestanding signs shall be wood or composite material supported by one or two wood or composite posts. Each post shall have ornamental post caps or covers. A freestanding sign shall not be used as a frame for a cabinet sign. The top edge of all freestanding signs shall be no more than 6 feet above the finished grade and not exceed 6 feet in width. All freestanding signs shall contain the street number.

- C. Ground signs (monument or freestanding). A ground sign shall not be affixed to any structure and is limited to no more than two sign faces. A ground sign is either a freestanding sign or a monument sign. All ground signs shall contain the street address number.
- D. Monument signs. Monument signs shall be composed of metal frame, textured brick, concrete block, or other masonry, and finished with stucco or other textured material, and having a solid base. The top edge of the sign shall be no higher than elsewhere permitted in this ordinance, and the skirt and base shall be no smaller than 80 percent of the sign width nor greater than 120 percent of the sign width. A monument sign shall not be used as a frame for a cabinet sign that exceeds 25 percent of the sign area.
- E. Projecting signs. A projecting sign is affixed to a structure and extends at a right angle from the structure.
1. A projecting sign shall not have more than 2 sign faces. Projecting signs may project into the public right-of-way, but must have clear sidewalks by at least 9 feet, and be no closer than 2 feet from the curb.
  2. Signs must not project more than 6 feet from the wall face of a building.
  3. The permitted size of a fixed projecting sign shall not exceed 8 square feet or 16 square feet, dependent upon the applicable zoning district.
- F. Under-canopy signs. A sign hung from the underside of an awning or canopy or ceiling of an arcade or covered walkway or portico. It may be rigid or it may swing. Any swinging sign shall be removed during a major storm event. Such a sign shall not have more than 2 sign faces.
- G. No portion of any sign projecting over a public sidewalk shall be less than 9 feet above the grade of the sidewalk, with the exception of awning valances, which shall not be less than 8 feet above the sidewalk.
- H. Any sign projecting over private property and located where motor trucks may be required to pass beneath it shall be erected and maintained at a height of not less than 14 feet.
- I. Signs consisting of one line of letters not exceeding 9 inches in height may be painted, placed or installed upon the hanging border only of any awning erected and maintained in accordance with this chapter. A graphic or other similar feature not exceeding an area of 8 square feet, may be painted, placed, or installed elsewhere on any awning provided that any such graphic shall comply with all other provisions of this chapter.

- I. Wall signs. A wall sign must be professionally hand-painted or flush mounted on board, or in a raised channel or individual letters. Such a sign may be applied to a structural mansard or building face.
- K. Gas station canopy shall be limited to a maximum of one wall sign per right-of-way frontage and shall be counted as part of the allowable wall signage per occupancy.
- L. Window signs.
  - 1. Plastic signs, or signs painted on the glass may be placed upon windows when limited to 20 percent of the aggregate glass area, per tenant space or per main use.
  - 2. Signs displayed from the inside of the glass but which are visible from the outside shall be considered as window signs.
  - 3. Window signs shall not be placed where they substantially obscure the view of a person to the interior of the building through the window.

Sec. 4.704. - Special purpose signs.

- A. As an aid to the motoring public, the Village has determined that the following special purpose signs serve the public interest and welfare by providing basic information regarding fuel price, location, time, temperature, dates of events, and the like. Permits for the following signs shall be issued provided that the provisions contained herein are in compliance:
  - 1. Grand opening banner. One banner may be placed on the building of a newly opened location pursuant to the following:
    - a. Display is limited to four weeks.
    - b. The banner shall not exceed one square foot per linear foot of occupancy frontage, and a total area of 50 square feet.
    - c. The banner shall not be higher than 15 feet above the finished grade, and must be placed on the building on the predominate street front.
    - d. Banners shall be made of color fast material, and shall be securely fastened so as not to become a safety hazard.
  - 2. Special event banner signs. The Building Director may approve one or more banners for a non-profit, charitable organization or special event on any street, sidewalk, public building, park or playground, or on private property, subject to the following criteria:

- a. The sign shall be located on the property where the event is being held or on private property with the written consent of the property owner; and
  - b. The sign shall be temporary and for a stated limited period of not more than 14 days prior to the event, and it must be removed by the second day after the event;
  - c. Each sign shall not exceed 20 square feet in area;
  - d. When permitted, the sign must meet the following additional criteria:
    - i. The sign will not conceal or obstruct adjacent land uses or signs;
    - ii. The sign will not conflict with the principal permitted use of the site or adjoining sites;
    - iii. The sign will not interfere with, or obstruct the vision of, or distract motorists, bicyclists or pedestrians; and
    - iv. The sign will be installed and maintained in a safe manner;
  - e. The approval, or disapproval, of such sign shall not be based on the content of the message contained (i.e., the viewpoint expressed) on such sign;
  - f. The Building Director shall render a decision within 10 days after an application is made for utilizing this sign type for a special event. Any person adversely affected by the decision has the right to appeal the decision to the Village Council.
- B. Drive-thru window signs. Sign boards used at locations in conjunction with service at a drive-thru window are permitted so long as the size of the board does not exceed 7 feet in height, nor 24 square feet in total area.
- C. Subdivision identification signs. Residential subdivision identification signs shall be located only at the roadway entrance(s) to the subdivision and subject to the following standards:
- 1. Such signs may be either one double faced sign or two signs where there are two walls at the entrance and where the signs are permanently affixed to the walls at each entrance of the subdivision.
  - 2. Each sign area shall be no greater than 36 square feet in area.



3. Subdivision entrance signs are permitted within all residential zoning districts.
- D. Construction site signs. Temporary construction site signs identifying that an approved, active, on-site development project is underway, shall be permitted provided that such signs shall be subject to the following standards:
1. One temporary freestanding sign per street frontage, non-illuminated, with sign area of not more than 32 square feet, nor more than 6 feet in height or one temporary wall sign per street frontage, which shall be non-illuminated with a sign area of not more than 32 square feet.
- E. Changeable copy signs.
1. Manual or electronic changeable copy information signs shall be permitted when attached to or made part of an otherwise permitted monument sign. Such signs shall be limited to 1 changeable copy message sign per street frontage, and no more than 2 such signs shall be permitted on any individual parcel.
  2. Electronic changeable copy signs shall be permitted to change their message no more than 4 times within a 24-hour period, except that time and temperature signs may change as the temperature changes, and as the time changes in one minute increments.
- F. Time and temperature signs. Signs giving time and temperature, or either time or temperature information shall be permitted when attached to or made part of an otherwise permitted sign. Such signs shall not be larger than 20 percent of the permitted area of the sign to which they are attached or included. Such signs shall be counted as part of the permitted area of the sign to which they are attached.
- G. Prohibited lighting for electronic message sign:
1. Lamps, light emitting diodes, or bulbs in excess of the amount and intensity of light generated by a 30-watt incandescent lamp.
  2. Exposed reflectorized lamps, light emitting diodes, or bulbs; and lamps or bulbs not covered by a lens, filter, louver or sunscreen; or modes of operation that scroll, flash, zoom, twinkle or sparkle, or appear to do so.
- H. Mural signs. Mural signs shall be counted as wall signs for the portion which includes any message, logo or which depicts a product or service, and shall be of such a design as to compliment the architectural style of the subject building and shall be in keeping with the general character of the land use district. There shall be a maximum of only one mural sign per building. The sign portion of a mural sign, if any, shall comply with the dimensional requirements of a wall sign.



Sec. 4.705. - Temporary signs.

A. Temporary signs are allowed to be erected on private property in the Village with a permit so long as they conform to the following criteria:

1. One temporary freestanding sign per street frontage, non-illuminated, with a sign area of not more than 12 square feet per sign face with two face maximum per sign on any private lot or parcel. A temporary sign may be erected for a limited time period not to exceed 6 months per year. Signs may not be placed in a location that constitutes a safety hazard or hindrance to pedestrian or vehicular traffic.
2. No temporary sign shall be placed on any public right-of-way or public property without the written permission of the Building Director and for good cause shown.

B. The Building Director may require the location or relocation based on potential or actual traffic obstruction.

Sec. 4.706. - Exempt signs (not requiring a permit).

A. The following signs are allowed to be erected on public or private property in the Village, without a permit, so long as they conform to the following criteria:

1. *Automated teller machine (ATM) panels.* One panel which is physically constructed within and is an integral part of an ATM.
2. *Directional signs.* Such signs shall be for the purpose of directing vehicular and pedestrian traffic, and shall be placed in accordance with the Manual on Uniform Traffic Control Devices or as otherwise required by law.
3. *Hours of operation signs.* Signs denoting hours of operation shall be non-illuminated; have a sign face of not more than 2 square feet and be located close to the entry of the establishment.
4. *Instructional signs.* Instructional signs are signs which convey safety information or legal information or instructions with respect to the premises on which located, including, but not limited to, "no trespassing," "danger" or "bad dog" signs. Such signs shall not have a height of more than 6 feet from the ground and shall not be greater than 5 square feet in area.
5. *Memorial signs, tablets, tombstones, or other markers* adjacent to, covering, or designating a crypt, grave, or vault.

6. Mural. A mural, which is not a mural sign, may be painted or placed on one or more exterior walls.
7. Non-residential and multi-family residential real estate signs.
  - a. One freestanding sign structure with up to two sign faces, with or without post caps or covers, shall be permitted for each street frontage.
  - b. Signs shall not exceed 16 square feet in area per face, and shall not be higher than six feet above the adjacent finished grade. A V-shape sign shall be permitted and shall be considered as one sign as long as it has no more than two faces, and the interior angle does not exceed 90 degrees.
8. Single family and duplex residential real estate signs.
  - a. One freestanding sign structure with up to 2 sign faces shall be permitted for each single-family or duplex property, and shall not exceed 3 square feet in area, per face, and shall not be higher than 4 feet above the adjacent finished grade. One additional sign per lot may be erected on a lot which borders a waterway or which is a corner lot, provided that the additional sign is located along the waterways or placed so there is only one sign per street frontage.
  - b. One freestanding sign structure with up to two sign faces shall be permitted for each multi-family property, and shall not exceed 16 square feet in area per face, and shall not be higher than six feet above the adjacent finished grade. One additional sign per lot may be erected on a lot which borders a waterway or which is a corner lot, provided that the additional sign is located along the waterways or placed so there is only one sign per street frontage.
  - c. An additional "rider" sign of not greater than 1 square foot may be attached to or accompany a residential real estate sign.
9. Temporary non-commercial signs.

10. *Tenant panels.* The tenant panels in a directory sign, or a sign which accommodates a tenant, is exempt from needing a permit provided that the sign was permitted and there is no change in colors or letter style.
11. *Valet parking signs.* Valet parking signs shall be limited to 1 sandwich board. The sign area shall not exceed 6 square feet in area. The location of such sign shall be approved by the Building Director. The sign must be removed during hours when the approved valet parking queue is not in use. Traffic control cones may be used for queuing purposes and must be removed when the valet parking queue is not in use.
12. Any sign used by any emergency responders, law enforcement, or branch of the armed services in the execution or performance of their duties is exempt.
13. Any notices of a proposed future land use change, zoning change, development application or other notices required by law in connection with land use is exempt.

Sec. 4.707. – Notice; liens; appeals.

- A. *Notice.* Whenever notice is required under this ordinance, notice shall be by certified mail, email with a return receipt requested, facsimile transmission with a receipt of transmittal, or by hand-delivery with a return of service unless otherwise provided in this ordinance.
- B. *Lien for fines.* Whenever the Village assesses a fine as provided in this ordinance, the fines or costs shall be a lien on the real property or assets of the sign's owner if the owner fails to pay fine within 30 days after being duly notified of the fine.
- C. *Lien for costs.* Whenever the Village incurs costs in enforcing this ordinance, the costs shall be a lien on the real property or assets of the sign's owner if the owner fails to pay the Village for the fine or costs within 30 days after being duly notified.
- D. *Extensions of Time.* Extensions of time for any deadline provided by this ordinance may be granted for good cause shown.
- E. *Appeals.* An applicant whose sign permit has been denied or owner whose sign has been removed by the Village or the Building Director may appeal to the Village Council unless otherwise allowed or required by law. Nothing in this ordinance

shall act as a restraint imposed on an applicant for a final judicial determination on the merits of the application or removal in any court of competent jurisdiction and proper venue.

Sec. 4.708. – Enforcement; penalties.

Violation of this ordinance is punishable under said section by imprisonment for up to 60 days, or a fine for up to \$500.00, or both such imprisonment and fine. Alternatively, the Building Director may enforce this ordinance through the Village's code enforcement processes established pursuant to Chapter 162 Fla. Stat. and Village of Indiantown Code of Ordinances, or by appropriate action in the Circuit Court.

Secs. 4.709 – 4.760. - Reserved.

**SECTION 3. SEVERABILITY.** The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 4. CONFLICTS.** All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

**SECTION 5. CODIFICATION.** The provisions of this Ordinance shall become and be made a part of the Transitional Land Development Regulations of the Village of Indiantown, and the sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that sections other

than Section 2 of this Ordinance shall not be codified. The codifier is granted liberal authority to codify the provisions of this Ordinance.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon adoption.

**PASSED** on First Reading on the \_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

**ADOPTED** on Second Reading this \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

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

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

REVIEWED FOR FORM  
AND CORRECTNESS:

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

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETINGDATE: December 13, 2018

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: Minutes of 11/8/18, 11/29/18 Regular, and 11/14/18, 11/29/18 Special Village Council Meetings.

SUMMARY OF ITEM:

RECOMMENDATION: Approve Minutes

PREPARED BY: Cherie White DATE: 12/7/2018

REVIEWED BY: DATE:

APPROVED BY: DATE:

ATTACHMENTS:

Description

11/18/18 VCM

11/29/18 VCM

11/14/18 SVCM

11/29/18 SVCM



**VILLAGE OF INDIANTOWN  
VILLAGE COUNCIL MEETING  
NOVEMBER 8, 2018  
MINUTES**

**ROLL CALL**

Cherie White, Village Clerk

**PRESENT**

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

**INVOCATION:** Elder Pablo Gaspar, of Jesus Christ King of Kings

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

**PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS**

**1. Indian River State College Presentation Regarding Programs in Indiantown**

Emily Mass, Program Director of IRSC gave a brief presentation on the programs offered in Indiantown.

**2. Village Seal Finalists**

Five students were recognized for their artwork in designing the inspiration for the new Village Seal.

## **PUBLIC COMMENT**

The following members of the public came forward and offered public comment:

Tom Campenni

Renita Presler

## **COMMENTS BY VILLAGE COUNCIL MEMBERS**

Council Member Dowling thanked everyone for their patience while the Village grows.

Council Member Clarke expressed concern over the need for continued communication to all Council members at the public meetings. She said she wants to be better informed, so she can give an informed answer while representing the Village. She also announced an upcoming event at Kin Doo Center.

Council Member Hernandez also expressed concern over the need to work together and share community information with staff and the council so that the everyone is better informed about what the Council is doing. She also noted that she received and anonyms letter and noted to that person they can be up front with her and note put it on paper. Clerk's Note: (A copy of the letter is on file in the village offices)

Vice Mayor Stone asked the council to consider having a certain item or focus that each member can represent in the community. He also apologized for some phone issues he has been having. He also said he would like to discuss the upcoming Christmas Parade and planning of transportation.

Village Manager Lamar-Sarno inquired about what direction and if there is a consensus as to Vice Mayor suggestion to have each Council Member focus on their personal goal or objection when representing Indiantown.

Mayor Thomas explained to the public how the Council communicates without violation of Sunshine. She encouraged everyone to speak with all Council Members. She also announced the passing of two residents in the community.

She also announced that this year's Veterans Day we will be recognizing the 100<sup>th</sup> anniversary of the end of WWI. She invited those veterans who would like to participate in the Veterans Day assembly at Warfield Elementary on November 9, 2018 at beginning at 7:40 am.



## **COMMENTS BY VILLAGE MANAGER**

Manager Lamar-Sarno asked if she should bring back an agenda item regarding Vice Mayor Stones request.

Commissioner Dowling expressed concern over the request and asked the Vice Mayor to clarify his request.

Vice Mayor Stone stated that he felt he could better serve the business community because of his business background.

After discussion the Council agreed to better communicate to the Manager so that everyone is well informed when representing the Village.

**Motion:** Approve to have staff bring an agenda item back on December 13, 2018 to discuss the matter

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

**Approved 5/0**

Village Manager Lamar-Sarno tendered her resignation and her last day will be December 31, 2018. She also noted the holiday office closings. Also, she would be working with the County to discuss joint items. Also the Village Manager recruitment is underway and the information is on the web site.

## **APPROVAL OF AGENDA**

**Motion:** Approve the Agenda

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

**Approved 5/0**

## **CONSENT CALENDAR**

3. Minutes 09/27/2018 Regular Council Meeting.

4. RESOLUTION No. 058-2018 A RESOLUTION OF THE VILLAGE

COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL GENERAL PLANNING SERVICES WITH BONNIE C. LANDRY AND ASSOCIATES, P.A.; AND PROVIDING AN EFFECTIVE

DATE.

**Motion:** Approve the Consent Calendar

Moved by Councilmember Dowling, seconded by Council Member Clarke.

Linda Nycum and Doug Caldwell came forward and offered public comment regarding item 4.

**Approved 4/1 - Mayor Thomas No**

## **FIRST READING ORDINANCES**

5. ORDINANCE NO. 10-(2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, AMENDING ARTICLE 4, DIVISION 16, SIGNS, OF THE VILLAGE OF INDIANTOWN'S TRANSITIONAL LAND DEVELOPMENT REGULATIONS; PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

**Motion:** Approve Ordinance 10-2018

Moved by Councilmember Dowling, seconded by Vice Mayor Stone.

**Approved 5/0**

6. ORDINANCE NO. 11 (2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING PERSONNEL REGULATIONS; PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, ON CODIFICATION, AND AN EFFECTIVE DATE.

**Motion:** Approve Ordinance 10-2018

Moved by Councilmember Dowling, seconded by Council Member Clarke.

Marjorie Beary came forward and offered public comment.

**Approved 5/0**

7. ORDINANCE NO. 12 (2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON THE RECEIPT, ACCEPTANCE, PROCESSING, AND CONSIDERATION OF APPLICATIONS FOR ANNEXATION INTO THE VILLAGE OF INDIANTOWN; PROVIDING THE DURATION OF THE MORATORIUM; PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, NON- CODIFICATION, AND AN EFFECTIVE DATE.

**Motion:** Approve Ordinance 12-2018

Moved by Councilmember Dowling, seconded by Council Member Clarke.

**Approved 5/0**

## **DISCUSSION ITEMS**

8. Results from Code Enforcement Public Input Session

Manager Lamar-Sarno offered the results of the Code Enforcement public input session. She recommended staff prepare an agenda item relating to grass height.

**Motion:** Approve having staff bring back an item at the December 13 meeting to discuss grass height.

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

Myra Snipes came forward and offered public comment.

**Approved 5/0**

Council Member Dowling added that he would hope that any Council Member that attends public events they check with the Village Manager before making any comments on behalf of the Village.

## **ANNOUNCEMENTS**

**NEXT REGULAR MEETING- November 29, 2018**

## **ADJOURNMENT**

**ATTEST:**

**VILLAGE OF INDIANTOWN, FLORIDA**

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**CHERIE WHITE  
VILLAGE CLERK**

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**SUSAN GIBBS THOMAS  
MAYOR**

**APPROVED ON December 13, 2018**



**VILLAGE OF INDIANTOWN  
VILLAGE COUNCIL MEETING  
NOVEMBER 29, 2018  
MINUTES**

**ROLL CALL**

Cherie White, Village Clerk

**PRESENT**

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

**INVOCATION:** Thelma Waters

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

**PUBLIC COMMENT**

**COMMENTS BY VILLAGE COUNCIL MEMBERS**

Council Member Hernández passed every council member two dimes and explained that each council member has 20% signifying 100% of the five members. She explained that no one person has most of the vote over another. She expressed concern over the micromanaging by the Mayor.

Mayor Thomas ask that everyone keep those who have lost loves ones in the community in their thoughts and prayers. She also addressed the comments made by Councilmember Hernandez. She said she did not feel like she was micromanaging and wanted to do what is best for Indiantown. She apologized to the Council and public if she has ever overstepped her boundaries.

Council Member Dowling thanked the public and Dan Kleman for his work in the selection of Manager candidates. He also thanked staff for their hard work and said he appreciates them.

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

Manager Lamar-Sarno announced that she has contracted with Municipal Code to redesign the web site. Also, she is kicking off the starting the accelerator program and stated the first meeting is scheduled for January 28, 2019. The new Code officer is beginning on December 6, 2018 with the strategy of a soft approach for code violators. She announced the upcoming Christmas parade and explained the opportunities to the Council for transportation in the parade. She said the Indiantown Christmas Parade is scheduled for December 8, 2018 and the Council may participate with 21 street closures that we are working on to assure that they are safe. She said they are working on obtaining barricades, and the cost would be \$1,342.00, that the applicant was not prepared to pay for. She posed the question to the Council as to whether the Village wanted to pay the cost of the barricades.

Mayor Thomas asked Martin County Commissioner Jenkins if he could assist with the cost?

The following person came forward and offered public comment:

Harold Jenkins

After public comments the Commission made the following motion:

**Motion:** “Approve the whether or not it is the expenditure of \$1324.24 for the street closures or coordinate the street closure with the Sheriff’s Office and approve for the Village Manager when it does come time for the parade that we are looking good. “

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

The following person came forward and offered public comment:

Donna Carmen and offered to work with Mancil’s and see if they would donate the barricades.

**Approved 5/0**

#### **APPROVAL OF AGENDA**

**Motion:** Approve the Agenda moving item number 5 to item number 4 and make 4 as 4a.

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

**Approved 5/0**

### **CONSENT CALENDAR**

1. Minutes 10/22/2018 Special Village Council Meeting and Code Enforcement Workshop and 10/25/2018 Village Council Meeting

2. RESOLUTION No. 059-2018 A RESOLUTION OF THE VILLAGE OF INDIANTOWN REQUESTING THE FLORIDA LEGISLATURE TO CORRECT A DRAFTING ERROR IN THE SPECIAL ACT CREATING THE VILLAGE OF INDIANTOWN WITH RESPECT TO MUNICIPAL SERVICE TAXING UNITS; AND PROVIDING FOR AN EFFECTIVE DATE.

3. RESOLUTION No. 060-2018 A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING AN ACKNOWLEDGEMENT OF TRANSFER OF LAND USE JURISDICTION CONCERNING THE FORT DAWSON PUD; AND PROVIDING AN EFFECTIVE DATE.

**Motion:** Approve the Consent Calendar

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

**Approved 5/0**

Item 5 was moved to be now item 4

### **SECOND READING ORDINANCES**

Item 4 ORDINANCE NO. 12 (2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON THE RECEIPT, ACCEPTANCE, PROCESSING AND CONSIDERATION OF APPLICATIONS FOR ANNEXATION INTO THE VILLAGE OF INDIANTOWN; PROVIDING THE DURATION OF THE MORATORIUM; PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, NON- CODIFICATION, AND AN EFFECTIVE DATE.

**Motion:** Approve Ordinance 12-2018

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

**Approved 5/0**

Item 4 was moved to be heard as item 4a.

#### **REGULAR AGENDA**

#### **4. Selection of Village Manager**

Dan Kleman introduced the item and presented the Council with a ballot to cast their candidate for Village Manager.

Council members offered comment about the candidates followed by the Council casting their first ballot and three rounds of additional ballots with a final motion as follows.

**Motion:** Approve Howard Brown to serve as the Village Manager and direct Dan Kleman with the legal advice of the Village Attorney, negotiate a contract to bring back to the Village Council for approval.

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

**Approved 5/0**

The Council members conducted a ballot and presented them to the Clerk for the record followed by the Council who made the following motion:

**Motion:** Approve Glenn Irby as an alternate to serve as the Village Manager and direct Dan Kleman with the legal advice of the Village Attorney, negotiate a contract with Mr. Irby should Howard Brown not work out or accept the position and to bring back to the Village Council for approval.

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

**Approved 5/0**

Item 5 was heard as item 4 earlier.

#### **SECOND READING ORDINANCES**

**5. ORDINANCE NO. 12 (2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON THE RECEIPT, ACCEPTANCE, PROCESSING, AND CONSIDERATION OF APPLICATIONS FOR ANNEXATION INTO THE VILLAGE OF INDIANTOWN; PROVIDING THE DURATION OF THE MORATORIUM; PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, NON- CODIFICATION, AND AN EFFECTIVE DATE.**

#### **DISCUSSION ITEMS**

**ANNOUNCEMENTS**

Upcoming events: Hobe Sound and Indiantown Christmas Parade

NEXT REGULAR MEETING 12/13/2018 at 6:30 PM

Commissioner Harold Jenkins came forward and said he is continuing to work toward additional ridership of the bus system in Indiantown. He announced that he is working with Council Member Hernández to help facilitate the information into the community.

**ADJOURNMENT 7:50 P.M.**

**ATTEST:**

**VILLAGE OF INDIANTOWN, FLORIDA**

---

**CHERIE WHITE  
VILLAGE CLERK**

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**SUSAN GIBBS THOMAS  
MAYOR**

**APPROVED ON December 13, 2018**





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

**ROLL CALL**

Cherie White, Village Clerk

**PRESENT**

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

**INVOCATION:** Council Member Dowling

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

**PUBLIC COMMENT**

**APPROVAL OF THE AGENDA**

**Motion:** Approve the Agenda

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

**Approved 5/0**

**REGULAR AGENDA**

1. Selection of candidates to interview for the position of Indiantown Village Manager.

Dan Kleman introduced himself and explained the process of selecting candidates to be interviewed.

**Motion:** Approve the and schedule

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

**Approved 5/0**

**Motion:** Approve the accept the top five

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

Hector Rivera  
Ken Griffin  
Asheley Hepburn  
Michael Brillhart  
Glenn Irby

**Approved 5/0**

The Council identified the following 2 additional applicants to be interviewed:

Howard Brown  
Hector Rivera  
Ken Griffin  
Kathleen Margoless  
Asheley Hepburn  
Michael Brillhart  
Glenn Irby

**Motion:** Approve the slate of candidates to interview and schedule

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

The following persons came forward and offered public comment:

Doug Caldwell

**Approved 4/1 Mayor Thomas No**

**Motion:** Approve accepting Mr. Bonner as a first alternate

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

**Approved 5/0**

The Council agreed to begin at 8:00 am

Dan Kleman addressed that two candidates are out of state and if they would be willing to pay for travel expenses.

The Commission agreed to pay for airline cost only to the two out of state candidates.

**Motion:** Approve paying for airline expenses to the two out of state candidates and having Village staff book the airline with the least amount of cost to the Village.

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

**Approved 5/0**

**Motion:** Approve the staff conduct background checks for the candidates

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

**Approved 5/0**

Village Manager Lamar-Sarno explained that Village staff would be working on both the Hobe Sound and Indiantown Christmas Parade.

## **DISCUSSION ITEMS**

**ADJOURNMENT 6:54 PM**

**ATTEST:**

**VILLAGE OF INDIANTOWN, FLORIDA**

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**CHERIE WHITE  
VILLAGE CLERK**

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**SUSAN GIBBS THOMAS  
MAYOR**

**APPROVED ON December 13, 2018**



**VILLAGE OF INDIANTOWN  
SPECIAL VILLAGE COUNCIL MEETING  
NOVEMBER 29, 2018  
MINUTES**

**ROLL CALL**

Cherie White, Village Clerk

**PRESENT**

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

**INVOCATION:** Thelma Waters

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

**8:00 AM. - 9:00 AM.- COUNCIL DISCUSS INTERVIEW QUESTIONS AND FORMAT**

The Commissioners and Dan Kleman reviewed the format and interview questions.

**9:00 AM-12:00 PM CANDIDATE INTERVIEWS**

1. 9 :00 AM- Howard Brown

10:00 AM - Hector Rivera

11:00 AM - Ken Griffin

**12:00-1:00PM BREAK FOR LUNCH**

**1:00 PM- 5:00 PM CANDIDATE INTERVIEWS**

2. 1:00 PM – Kathleen Margoles

2:00 PM - Asheley Hepburn

3 :00 PM - Michael Brillhart

4 :00 PM- Glenn Irby

The Commissioners conducted interviews of all the candidates, with the exception of Michael Brillhart, who declined to be interviewed.

**5:00 PM-6:00 PM PUBLIC/CANDIDATE RECEPTION**

A public reception was held for the candidates and public.

**NEXT REGULAR MEETING WILL BEGIN AT 6:30 PM**

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

**ATTEST:**

**VILLAGE OF INDIANTOWN, FLORIDA**

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**CHERIE WHITE  
VILLAGE CLERK**

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**SUSAN GIBBS THOMAS  
MAYOR**

**APPROVED ON December 13, 2018**

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETINGDATE: December 13, 2018

MEETING TYPE:

AGENDA ITEM TITLE: RESOLUTION No. 061-2018 -- A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA APPROVING A FIVE 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 five year Tangible Personal Property Tax Incentive Grant Program Agreement ("TPPG Agreement") with Florida Power & Light Company. Generally, the agreement provides FPL with a 55% rebate on ad valorem taxes paid on the tangible personal property located at FPL's Indiantown storage facility and identified by the MCPA's parcel identification number 1000-6002-7823.

In the event the Village takes over the provision of Fire/Rescue or Parks and Recreation Services from Martin County, portions of the Village's millage equal to the service's MSTU millage will be rebated at the rebate rate in Martin County's TPP grant agreement, notably at a lower 50% rebate for Fire/Rescue.

RECOMMENDATION: Approve Res. No. 061-2018 Approving Five Year Tangible Personal Property Tax Incentive Grant Program Agreement with Florida Power & Light Company.

PREPARED BY: Wade Vose, Village Attorney DATE: 12/7/2018

REVIEWED BY: Teresa Lamar-Sarno, Village Manager DATE: 12/9/2018

APPROVED BY: DATE:

**ATTACHMENTS:**

**Description**

R061-2018 Approving A Five Year Tangible Personal Property Tax Incentive Grant Program Agreement with Florida Power & Light Company  
Indiantown 5 Year TPP Program Agreement



## **RESOLUTION No. 061-2018**

### **A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA APPROVING A FIVE 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.

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.

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



RES. 061-2018 Approving Five Year Tangible Personal Property Tax Incentive Grant Program Agreement with Florida Power & Light Company

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 13th day of December, 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 each January 1 during the term of this Agreement 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. "Total Village Millage" means the millage levied by the Village and reported on Florida Department of Revenue form DR-422 by the Village in each tax year during the term of this Agreement, including but not limited to those portions of the Village millage that may be levied by the Village from time to time for payment for those Fire/Rescue Services and Parks and Recreation Services that were historically funded via Martin County MSTU millage levies.

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

a. Grant Amount: Except as modified by Sections 2b and 2c hereto, the TPPG program grant amount for each tax year during the term of this Agreement shall be determined by multiplying the tangible personal property tax paid to the Village each year by Company for parcel identification number 1000-6002-7823 by fifty-five percent (55%). The amount of the tax paid to the Village shall be determined based on the portion of the Company's total taxes paid associated with the Total Village Millage for parcel identification number 1000-6002-7823.

b. Grant Amount Adjustments Concerning Fire/Rescue Services, or Parks and Recreation Services: The parties specifically agree that in any applicable tax year during the term of this Agreement, if Fire/Rescue Services, or Parks and Recreation Services, or both, are not funded via a MSTU millage levied by Martin County, but rather are funded as a portion of the Total Village Millage, then the Village shall calculate the TPPG program grant amount utilizing the following rebate percentages for each

applicable tax year, for those portions of the Total Village Millage attributable to the applicable Village-budgeted Fire/Rescue Services and/or Parks and Recreation Services (such portions to be deemed equal to the applicable County MSTU millage), as the case may be, rather than the 55% specified hereinabove:

**Parks and Recreation Services**

Tax Year 2019	55%
Tax Years 2020 through 2023	60%

**Fire/Rescue Services**

All Tax Years	50%
---------------	-----

c. Payment: If the Company has fulfilled its obligations regarding its tangible personal property as set forth 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 payment by Company to the Tax Collector.

**Section 3. Requirements for Payment.**

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.

**Section 4. Term.**

The term of this Agreement shall be from January 1, 2019 to December 31, 2023.

**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:

With a copy to:

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

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

Attention: Alex Rubio  
Vice President, Integrated Supply Chain

Attention: Tom Flowers Director  
Director, Property & Sales Tax

If to the Village, to:

With a copy to:

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

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

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CHERIE WHITE, VILLAGE CLERK

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SUSAN G. THOMAS, MAYOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

FLORIDA POWER & LIGHT COMPANY

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
By: ALEX RUBIO, VP  
Integrated Supply Chain

\_\_\_\_\_  
WITNESS

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

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETINGDATE: December 13, 2018

MEETING TYPE:

AGENDA ITEM TITLE: RESOLUTION No. 062-2018 - A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA APPROVING A SECOND EXTENSION OF CONTRACT WITH THE INTERIM VILLAGE MANAGER; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

SUMMARY OF ITEM: Ms. Lamar-Sarno's contract expires December 31, 2018, due to the overlap and potential transitional period between Village Managers; Teresa Lamar-Sarno Consulting is submitting a new contract based on an hourly rate.

RECOMMENDATION: Adopt Res. No. 062-2018 - Approving a Second Contract Extension with the Interim City Manager.

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 12/9/2018

REVIEWED BY: Wade Vose, Village Attorney

DATE: 12/10/2018

APPROVED BY:

DATE:

**ATTACHMENTS:**

**Description**

Res. No. 062-2018 - Approving a Second Contract Extension with the Interim City Manager  
Interim Village Manager - Second Contract Extension





**RESOLUTION No. 062-2018**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA APPROVING A SECOND EXTENSION OF CONTRACT WITH THE INTERIM VILLAGE MANAGER; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

\*\*\*\*\*

WHEREAS, pursuant to Section 5(1), Chapter 2017-195, Laws of Florida, which is the Charter of the Village of Indiantown, Florida, there shall be a city manager who shall be the chief administrative officer of the Village; and

WHEREAS, such village manager shall serve at the pleasure of the village council, and shall carry out the duties and responsibilities provided by law and by act of the village council; and

WHEREAS, the Village's contract for village manager services with Teresa Lamar-Sarno Consulting, Inc. is set to expire on December 31, 2018; and

WHEREAS, the Village wishes to provide for coverage in the position of village manager until the Village's new permanent Village Manager can begin work, and to provide for assistance with transition matters.

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

SECTION 1. INTERIM VILLAGE MANAGER; CONTRACT EXTENSION APPROVED. The Village Manager Contract Extension with Teresa Lamar-Sarno Consulting, Inc., attached hereto is hereby approved, and the Mayor is hereby authorized to execute the same.

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

- ALL SIGNATURES ON NEXT PAGE -

RES. 062-2018 - Approving a Second Contract Extension with the Interim City Manager

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 13<sup>th</sup> day of December, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

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

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

REVIEWED FOR FORM AND  
CORRECTNESS:

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

**VILLAGE OF INDIANTOWN, FLORIDA**

**VILLAGE MANAGER – SECOND CONTRACT EXTENSION AND AMENDMENT**

IN CONSIDERATION of the mutual agreements and promises herein, the **VILLAGE OF INDIANTOWN**, Florida, a municipal corporation ("Village"), contracts for management services with **TERESA LAMAR-SARNO CONSULTING, INC.**, a Florida corporation, 546 SE Southwood Trail, Stuart, FL 34997 ("Lamar-Sarno") as provided herein.

1. **CONTRACT EXTENSION.** That certain Contract between the parties beginning March 21, 2018, adopted on April 11, 2018, and amended July 26, 2018, is hereby amended as follows:

2. **PROFESSIONAL FEE.** ~~Beginning January 1, 2019, From March 21, 2018 through March 31, 2018, Lamar-Sarno shall be paid at the rate of \$145 \$100 per billable hour. Beginning on April 1, 2018, and ending on September 30, 2018 Lamar Sarno shall be paid a total of \$65,000.00, payable in equal monthly installments of \$10,833.33, beginning with a payment on April 1, 2018. No invoice shall be required, and this Contract shall substitute for an invoice.~~ Lamar-Sarno shall be responsible for the payment of all taxes related to the income derived from this Contract.

...

7. **TERMINATION.** The Village Council may terminate this Contract without cause at any time, upon 30 days notice. Lamar-Sarno may voluntarily terminate this contract upon at least 45 days written notice, and she shall be paid for all time served. Notwithstanding the foregoing, the parties acknowledge and agree that the purpose of this contract extension is to provide for Village Manager services until such time that the Village's new permanent Village Manager begins work, and to provide such transition support to the new Village Manager as he or she may request. As such, upon the new permanent Village Manager beginning work with the Village, the work of Lamar-Sarno shall be at the request of the new permanent Village Manager, and either party may terminate this Contract on 15 days written notice. ~~Without further action by either party, this Contract will expire on December 31, 2018.~~

2. **MISCELLANEOUS.** All other provisions, terms and conditions contained in the original contract effective March 21, 2018, as amended July 26, 2018, are hereby ratified, and shall continue in full effect, as if written herein.

IN WITNESS WHEREOF, the Village and Lamar-Sarno have executed this contract on the 13th day of December, 2018.

**Village of Indiantown, Florida**  
**Teresa Lamar-Sarno Consulting, Inc. - Village Manager Contract**

TERESA LAMAR-SARNO CONSULTING, INC.,  
a Florida corporation

\_\_\_\_\_  
TERESA C. LAMAR-SARNO, PRESIDENT

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

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

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

APPROVED AS FORM AND CORRECTNESS:

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

## VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETING DATE: December 13, 2018

MEETING TYPE: Indiantown Council

AGENDA ITEM TITLE: RESOLUTION No. 063-2018 - A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING A FOURTH AMENDMENT TO INDIANTOWN COMMERCE AND TECHNOLOGY PARK PLANNED UNIT DEVELOPMENT ZONING AGREEMENT FOR PERMIT-READY INDUSTRIAL DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY OF ITEM: This agenda item is a request by the property owner of the Indiantown Commerce and Technology Park project to amend the Indiantown Commerce and Technology Park Planned Unit Development (PUD) Agreement to remove the requirement that the property owner post and maintain a security instrument with the Village to secure the cost to install a specified traffic signal, while fully retaining the Owner's ultimate financial obligation to install such traffic signal.

### **Background**

By operation of Florida law and pursuant to Section 11(7)(b) of Ch. 195-2017, Laws of Florida, and as acknowledged by Martin County in its correspondence dated October 30, 2018, transferring the project's irrevocable standby letter of credit to the Village, the Indiantown Commerce and Technology Park project and the Indiantown Commerce and Technology Indiantown Commerce and Technology Park PUD Agreement are now under the exclusive comprehensive planning, land use, and land development regulatory authority of the Village of Indiantown, and pursuant thereto, the Village of Indiantown is properly the successor in interest to the County in the Indiantown Commerce and Technology Park PUD Agreement.

The property owner of the Indiantown Commerce and Technology Park project has requested this amendment to the Indiantown Commerce and Technology Park PUD Agreement to remove the requirement that the property owner post and maintain a security instrument with the Village to secure the cost to install a specified traffic signal, while fully retaining the Owner's ultimate financial obligation to install such traffic signal.

Village staff's review of the PUD Agreement indicates that the transportation concurrency conditions that will remain within PUD Agreement, including but not limited to the conditioning of the issuance of building permits within the project upon the preexistence of specified traffic improvements, will provide sufficient assurance that the above-referenced traffic signal will be in place prior to the time that the development of the Indiantown Commerce and Technology Park project causes the thresholds set forth in the Agreement to be exceeded.

RECOMMENDATION: Adopt Res. No. 063-2018 Approving a Fourth Amendment to Indiantown Commerce and Technology Park Planned Unit Development (PUD) Zoning Agreement for Permit-Ready Industrial Development.

PREPARED BY: Wade Vose, Village Attorney

DATE: 12/10/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

ATTACHMENTS:

Description

R063-2018 Approving a Fourth Amendment to Indiantown Commerce and Technology Park Planned Unit Development Zoning Agreement for Permit-Ready Industrial Development

Fourth Amendment to Indiantown Com. and Tech. Park PUD Zoning Agreement

Engineering Recommendation - Bowman Consulting

Planning Recommendation



## **RESOLUTION No. 063-2018**

### **A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING A FOURTH AMENDMENT TO INDIANTOWN COMMERCE AND TECHNOLOGY PARK PLANNED UNIT DEVELOPMENT ZONING AGREEMENT FOR PERMIT-READY INDUSTRIAL DEVELOPMENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, by operation of Florida law and pursuant to Section 11(7)(b) of Ch. 195-2017, Laws of Florida, and as acknowledged by Martin County in its correspondence dated October 30, 2018, transferring the project's irrevocable standby letter of credit to the Village, the Indiantown Commerce and Technology Park project and the Indiantown Commerce and Technology Park PUD Agreement are now under the exclusive comprehensive planning, land use, and land development regulatory authority of the Village of Indiantown, and pursuant thereto, the Village of Indiantown is properly the successor in interest to the County in the Indiantown Commerce and Technology Park PUD Agreement; and

WHEREAS, Owner and Village now desire to amend the Indiantown Commerce and Technology Park PUD Agreement, specifically Exhibit F, Special Condition 11.D., to remove the requirement that the Owner post and maintain a security instrument with the Village to secure the cost to install a specified traffic signal, while fully retaining the Owner's ultimate financial obligation to install such traffic signal, upon the terms set forth in the Indiantown Commerce and Technology Park PUD Agreement; and

WHEREAS, the Village finds that the transportation concurrency conditions that will remain within the Indiantown Commerce and Technology Park PUD Agreement subsequent to this amendment, including but not limited to the conditioning of the issuance of building permits within the project upon the preexistence of specified traffic improvements, provide sufficient assurance that the above-referenced traffic signal will be in place prior to the time that the development of the Indiantown Commerce and Technology Park project causes the thresholds set forth in the Agreement to be exceeded.

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

**SECTION 1. FOURTH AMENDMENT TO INDIANTOWN COMMERCE AND TECHNOLOGY PARK PLANNED UNIT DEVELOPMENT ZONING AGREEMENT FOR**

RES. 063-2018 – Approving a Fourth Amendment to Indiantown Commerce and Technology Park Planned Unit Development Zoning Agreement for Permit-Ready Industrial Development

PERMIT-READY INDUSTRIAL DEVELOPMENT APPROVED. The Fourth Amendment to Indiantown Commerce and Technology Park Planned Unit Development Zoning Agreement for Permit-Ready Industrial Development, a copy of which is attached, is hereby approved, and the Mayor is hereby authorized to execute the same.

SECTION 2. IMPLEMENTING ADMINISTRATIVE ACTIONS. The Village Manager is authorized to provide written notice, in a form acceptable to the Village Attorney, to Seacoast National Bank that irrevocable standby letter of credit number 2014-06 concerning the Indiantown Commerce and Technology Park project, may be released.

SECTION 3. 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



**FOURTH AMENDMENT TO  
INDIANTOWN COMMERCE AND TECHNOLOGY PARK  
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT  
FOR PERMIT-READY INDUSTRIAL DEVELOPMENT**

**THIS AGREEMENT**, made and entered into this 13th day of December, 2018, by and between Skyfarm Strategic Capital LLC, a Florida limited liability company, hereinafter referred to as "Owner", and the Village of Indiantown, a municipality of the State of Florida, hereinafter referred to as "Village".

**WITNESSETH:**

**WHEREAS**, after appropriate notice, public hearing and approval, ILICO B, LLC, the predecessor in interest to Owner with respect to the project addressed herein, and Martin County, Florida (hereinafter, the "County"), on or about the 3rd day of April, 2007, entered into a Planned Unit Development Zoning Agreement for the development of a project in Martin County, Florida, known as "Indiantown Commerce And Technology Park", which Agreement is recorded in Official Records Book 2257 beginning at Page 1130 of the Public Records of Martin County, Florida, which Agreement, as amended from time, is hereinafter referred to as the "Indiantown Commerce And Technology Park PUD Agreement"; and

**WHEREAS**, Owner acquired all right, title and interest in and to the Indiantown Commerce and Technology Park property as evidenced by Warranty Deed dated and recorded December 30, 2011 in Official Records Book 2553, Page 2195 of the Public Records of Martin County, Florida; and

**WHEREAS**, pursuant to SB 360 legislative extension approved by the County January 11, 2010, the completion date for the development was extended from April 3, 2010, to April 3, 2012; and

**WHEREAS**, pursuant to HB 7207 legislative extension approved by the County August 23, 2011, the completion date for the development was extended from April 3, 2012 to April 3, 2014; and

**WHEREAS**, after appropriate notice, public hearing and approval, Skyfarm Strategic Capital LLC and County on or about the 30th day of January 2015, entered into a Planned Unit Development Zoning Agreement First Amendment which is recorded in Official Records Book 2758 beginning at Page 1905 of the Public Records of Martin County, Florida, which amended Section 14, Capacity Reservation, Exhibit E, Timetable

for Development to April 3, 2017, and Special Condition 1 LD. of Exhibit F, Special Conditions, of said Agreement; and

**WHEREAS**, after appropriate notice, public hearing and approval, Skyfarm Strategic Capital LLC and County on or about the 15th day of December 2015, entered into a Planned Unit Development Zoning Agreement Second Amendment which is recorded in Official Records Book 2832 beginning at Page 815 of the Public Records of Martin County, Florida, which amended Exhibit D Master/Final Site Plan and certain parts of Exhibit F/Special Conditions, of said Agreement; and

**WHEREAS**, pursuant to Section 252.363, Florida Statutes, regarding State of Emergency extension approved by the County April 28, 2016, the completion date for the development was extended from April 3, 2017 to December 3, 2017; and Emergency extension approved by the County September 29, 2016, the completion date for the development was extended from December 3, 2017 to February 24, 2019; and

**WHEREAS**, after appropriate notice, public hearing and approval, Skyfarm Strategic Capital LLC and County on or about the 12th day of September 2017, entered into a Planned Unit Development Zoning Agreement Third Amendment which is recorded in Official Records Book 2957 beginning at Page 1445 of the Public Records of Martin County, Florida, which modified Special Condition 4, HAULING OF FILL of said Agreement to allow fill to be hauled from the project; and

**WHEREAS**, the Village of Indiantown was created by Ch. 195-2017, Laws of Florida, and duly approved by public referendum on November 8, 2017, for incorporation beginning December 31, 2017; and

**WHEREAS**, the Indiantown Commerce and Technology Park project, and all of the real property encompassed within the Indiantown Commerce and Technology Park PUD Agreement now lie within the corporate boundaries of the Village of Indiantown; and

**WHEREAS**, by operation of Florida law and pursuant to Section 11(7)(b) of Ch. 195-2017, Laws of Florida, and as acknowledged by Martin County in its correspondence dated October 30, 2018, transferring the project's irrevocable standby letter of credit to the Village, the Indiantown Commerce and Technology Park project and the Indiantown Commerce and Technology Park PUD Agreement are now under the exclusive comprehensive planning, land use, and land development regulatory authority of the Village of Indiantown, and pursuant thereto, the Village of Indiantown is properly the

successor in interest to the County in the Indiantown Commerce and Technology Park PUD Agreement; and

**WHEREAS**, Owner and Village now desire to amend the Indiantown Commerce and Technology Park PUD Agreement, specifically Exhibit F, Special Condition 11.D., to remove the requirement that the Owner post and maintain a security instrument with the Village to secure the cost to install a specified traffic signal, while fully retaining the Owner's ultimate financial obligation to install such traffic signal, upon the terms set forth in the Indiantown Commerce and Technology Park PUD Agreement; and

**WHEREAS**, the Village finds that the transportation concurrency conditions that will remain within the Indiantown Commerce and Technology Park PUD Agreement subsequent to this amendment, including but not limited to the conditioning of the issuance of building permits within the project upon the preexistence of specified traffic improvements, provide sufficient assurance that the above-referenced traffic signal will be in place prior to the time that the development of the Indiantown Commerce and Technology Park project causes the thresholds set forth in the Agreement to be exceeded.

**NOW, THEREFORE**, it is agreed between Owner and Village as follows:

1. The Exhibit F, Special Condition 11.D., of the Indiantown Commerce and Technology Park PUD Agreement is hereby amended to read as follows:

~~D. Reserved. Within 60 days of the approval of this PUD Agreement by the COUNTY, the OWNER shall submit to the COUNTY a security sufficient to guarantee the cost to install a traffic signal at the intersection of SR 710 and Martin Luther King, Jr. Blvd. The amount of the security shall be determined by the County Engineer after a cost estimate is submitted by the OWNER'S engineer. The form of the security shall be reviewed by the County Attorney.~~

2. All the terms and conditions of the Indiantown Commerce and Technology Park PUD Agreement which are not specifically amended or revised by this Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be made and entered into the day and year first written. The date of this Amendment shall be the date on which this Amendment was approved by the Indiantown Village Council.

WITNESS 1:

By: \_\_\_\_\_

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

WITNESS 2:

By: \_\_\_\_\_

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

OWNER

SKYFARM STRATEGIC CAPITAL LLC, a  
Florida limited liability company

By: \_\_\_\_\_

Name: Robert Graifman

Title: Manager

Address: 6899 Collins Avenue N2604  
Miami Beach, Florida 33141

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Robert Graifman, Manager of Skyfarm Strategic Capital LLC, a Florida limited liability company, on behalf of the limited liability company, who (\_\_\_\_) is personally known to me or (\_\_\_\_) has produced \_\_\_\_\_ as identification, and who executed the foregoing instrument and acknowledged before me that he executed same, on behalf of the limited liability company.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

[SEAL]

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

My Commission Expires:

DATED: \_\_\_\_\_

ATTEST:

VILLAGE OF INDIANTOWN

---

CHERYL WHITE, CLERK

---

SUSAN GIBBS THOMAS, MAYOR

DATED: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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WADE C. VOSE, VILLAGE ATTORNEY


December 10, 2018  
Teresa Lamar-Sarno  
Village Manager  
c/o Village of Indiantown  
16500 SW Warfield Boulevard  
Indiantown, Florida 34956

**RE: Amendment to Indiantown Commerce and Technology Park PUD Agreement  
Remove Irrevocable Standby Letter of Credit Requirement for Traffic Signal**

Dear Ms. Lamar-Sarno:

The Owner of the Indiantown Commerce and Technology Park Project, which is subject to the PUD Agreement, has requested to remove the requirement that the owner maintain an irrevocable standby letter of credit from a bank with the Village (formerly the County) to secure the construction of the mast arm traffic signal at the front of the Project.

Removing the Letter of Credit requirement is not an engineering issue, more of a surety / financial / legal issue. Per the PUD, the developer is still required to construct the signal once the trips in the Commerce Park hit a certain threshold. On the occasion the trips hit the threshold and until such time the signal is constructed the developer will not be able to obtain any additional building permits. With that said, it is our recommendation that an updated traffic study analysis be performed for the Project. Section 11 of the PUD agreement, Transportation Concurrency Condition was based on old projected traffic data that was perhaps overestimated 10 years ago and the new traffic data would in all probability show a reduction in traffic. If the old agreement stands, it is feasible that the thresholds would never be met and therefore the traffic signal would never be constructed / warranted.




Thanks,

**Jerry Compton | Principal / Branch Manager**



**Bowman**  
CONSULTING

301 SE Ocean Blvd. | Suite 301 | Stuart, FL 34994  
Office: 772.283.1413  
[jcompton@bowmanconsulting.com](mailto:jcompton@bowmanconsulting.com)

**From:** Jerry Compton [jcompton@bowmanconsulting.com](mailto:jcompton@bowmanconsulting.com)   
**Subject:** RE: Florida Park of Commerce aka Indiantown Park of Commerce and Technology  
**Date:** December 10, 2018 at 2:46 PM  
**To:** Teresa Lamar-Sarno [tsarno@indiantown.org](mailto:tsarno@indiantown.org), Wade Vose [wvose@indiantown.org](mailto:wvose@indiantown.org)  
**Cc:** Rachel BCLandry [rachel@bclandry.com](mailto:rachel@bclandry.com), Bonnie Landry [blandry@indiantown.org](mailto:blandry@indiantown.org)






Teresa,

After speaking with Wade, I want to clarify that my recommendation of performing a new traffic analyses is independent of releasing the letter of credit and is not a condition of releasing the Letter of Credit.

Thanks,

**Jerry Compton | Principal / Branch Manager**



301 SE Ocean Blvd. | Suite 301 | Stuart, FL 34994  
Office: 772.283.1413 | direct: 772.678.4344 (ext 4344) | mobile: 772.215.1434  
[jcompton@bowmanconsulting.com](mailto:jcompton@bowmanconsulting.com) | [bowmanconsulting.com](http://bowmanconsulting.com) |   

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**Growth - Responsible Freedom - Results over Process - Safety & Well-Being - Relationships - Entrepreneurial Spirit**

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**From:** Jerry Compton

**Sent:** Monday, December 10, 2018 1:15 PM

**To:** Teresa Lamar-Sarno <[tsarno@indiantown.org](mailto:tsarno@indiantown.org)>

**Cc:** Wade Vose <[wvose@indiantown.org](mailto:wvose@indiantown.org)>; 'Rachel BCLandry' <[rachel@bclandry.com](mailto:rachel@bclandry.com)>; 'Bonnie Landry' <[blandry@indiantown.org](mailto:blandry@indiantown.org)>

**Subject:** RE: Florida Park of Commerce aka Indiantown Park of Commerce and Technology




Teresa,


Please see Bowman's response to releasing the Traffic Signal Letter of Credit concerning the Florida Park of Commerce aka Indiantown Park of Commerce and Technology.

Thanks,

**Jerry Compton | Principal / Branch Manager**



301 SE Ocean Blvd. | Suite 301 | Stuart, FL 34994  
Office: 772.283.1413 | direct: 772.678.4344 (ext 4344) | mobile: 772.215.1434  
[jcompton@bowmanconsulting.com](mailto:jcompton@bowmanconsulting.com) | [bowmanconsulting.com](http://bowmanconsulting.com) |   

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**Growth - Responsible Freedom - Results over Process - Safety & Well-Being - Relationships - Entrepreneurial Spirit**

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**From:** Bonnie Landry [<mailto:blandry@indiantown.org>]

**Sent:** Monday, December 10, 2018 12:35 PM

**To:** Teresa Lamar-Sarno <[tsarno@indiantown.org](mailto:tsarno@indiantown.org)>

**Cc:** Wade Vose <[wvose@indiantown.org](mailto:wvose@indiantown.org)>; Jerry Compton <[jcompton@bowmanconsulting.com](mailto:jcompton@bowmanconsulting.com)>; 'Rachel BCLandry' <[rachel@bclandry.com](mailto:rachel@bclandry.com)>

**Subject:** RE: Florida Park of Commerce aka Indiantown Park of Commerce and Technology

Good Morning Teresa:

From a planning perspective, I have no concerns with the consideration of an amendment to the PUD agreement; however, for me to support this request, I recommend an updated traffic study which demonstrates that this signal is not warranted. As an alternative, you could consider a memo from the Village Engineer that confirms that there is no harm to the village by removing this language. (i.e. there is language still in the PUD agreement to require this signal be constructed when it is warranted.)

In addition, I believe it may be best for this to be a discussion item rather than a consent item to allow the Council discussion before voting to approve or disapprove the request of this developer.

Kindest Regards,

Bonnie C. Landry, AICP

Director of Planning

Village of Indiantown

---

**From:** Teresa Lamar-Sarno <[tsarno@indiantown.org](mailto:tsarno@indiantown.org)>

**Sent:** Saturday, December 8, 2018 11:28 AM

**To:** Bonnie Landry <[blandry@indiantown.org](mailto:blandry@indiantown.org)>

**Cc:** Wade Vose <[wvose@indiantown.org](mailto:wvose@indiantown.org)>

**Subject:** Fwd: Florida Park of Commerce aka Indiantown Park of Commerce and Technology

Bonnie,

Per our discussion please provide me your professional recommendation regarding this request.

Sent from my iPhone

Begin forwarded message:

**From:** Kevin Powers <[kevin@indiantownrealty.com](mailto:kevin@indiantownrealty.com)>

**Date:** December 8, 2018 at 8:21:55 AM EST

**To:** Teresa Lamar-Sarno <[tsarno@indiantown.org](mailto:tsarno@indiantown.org)>; Wade Vose



TO: Teresa Lamar-Sarno <[tsarno@indiantown.org](mailto:tsarno@indiantown.org)>, Wade Vose  
<[wvose@indiantown.org](mailto:wvose@indiantown.org)>

**Subject: Florida Park of Commerce aka Indiantown Park of Commerce and Technology**

Dear Interim Manager Ms. Lamar Sarno and Village Legal Counsel Vose,  
One behalf of the Florida Commerce Park Team and the community of Indiantown who have stood with this project for over 12 years, we respectfully request that the technical modification to the PUD be added to the 12/13 consent agenda. This request is a critical milestone for the project in 2018. Our team have been collaborating with county and Village staff in a very patient and methodical effort for several months now.

We have begun the outreach with Village Council members on this issue to assure that all concerns of this simple technical request are understood. We will coordinate with you any feedback received so that the Thursday discussion, if needed, is productive.

We will also invite and include the many residents and local contractors who have both supported and gained from this key economic project over the past 12 years to the meeting on Thursday.

As mentioned, the council outreach has begun, and we plan on having it concluded by close of business Monday.

Thanks again for your consideration of this request. The project team would not be making this request if it were not important to the project and community.

I am available all weekend if you have any questions or need additional information.

Sincerely,

Kevin Powers

**Kevin Powers**  
**Florida Commerce Park**  
**15328 SW Warfield Blvd.**  
**Indiantown, FL 34956**  
[www.Floridacommercepark.com](http://www.Floridacommercepark.com)  
**O 772.597.3355**  
**M 772 260 6898**

**From:** Bonnie Landry blandry@indiantown.org  
**Subject:** RE: Florida Park of Commerce aka Indiantown Park of Commerce and Technology  
**Date:** December 10, 2018 at 12:34 PM  
**To:** Teresa Lamar-Sarno tsarno@indiantown.org  
**Cc:** Wade Vose wvose@indiantown.org, Jerry Compton jcompton@bowmanconsulting.com, Rachel BCLandry rachel@bclandry.com

---



Good Morning Teresa:

From a planning perspective, I have no concerns with the consideration of an amendment to the PUD agreement; however, for me to support this request, I recommend an updated traffic study which demonstrates that this signal is not warranted. As an alternative, you could consider a memo from the Village Engineer that confirms that there is no harm to the village by removing this language. (i.e. there is language still in the PUD agreement to require this signal be constructed when it is warranted.)

In addition, I believe it may be best for this to be a discussion item rather than a consent item to allow the Council discussion before voting to approve or disapprove the request of this developer.

Kindest Regards,

Bonnie C. Landry, AICP  
Director of Planning  
Village of Indiantown

---

**From:** Teresa Lamar-Sarno <tsarno@indiantown.org>  
**Sent:** Saturday, December 8, 2018 11:28 AM  
**To:** Bonnie Landry <blandry@indiantown.org>  
**Cc:** Wade Vose <wvose@indiantown.org>  
**Subject:** Fwd: Florida Park of Commerce aka Indiantown Park of Commerce and Technology

Bonnie,

Per our discussion please provide me your professional recommendation regarding this request.

Sent from my iPhone

Begin forwarded message:

**From:** Kevin Powers <[kevin@indiantownrealty.com](mailto:kevin@indiantownrealty.com)>  
**Date:** December 8, 2018 at 8:21:55 AM EST  
**To:** Teresa Lamar-Sarno <[tsarno@indiantown.org](mailto:tsarno@indiantown.org)>, Wade Vose <[wvose@indiantown.org](mailto:wvose@indiantown.org)>  
**Subject:** Florida Park of Commerce aka Indiantown Park of Commerce and Technology

Dear Interim Manager Ms. Lamar Sarno and Village Legal Counsel Vose,

On behalf of the Florida Commerce Park Team and the community of Indiantown who have stood with this project for over 12 years, we respectfully request that the technical modification to the PUD be added to the 12/13 consent agenda. This request is a critical milestone for the project in 2018. Our team has been collaborating with county and Village staff in a very patient and methodical effort for several months now.

We have begun the outreach with Village Council members on this issue to assure that all concerns of this simple technical request are understood. We will coordinate with you any feedback received so that the Thursday discussion, if needed, is productive.

We will also invite and include the many residents and local contractors who have both supported and gained from this key economic project over the past 12 years to the meeting on Thursday.

As mentioned, the council outreach has begun, and we plan on having it concluded by close of business Monday.

Thanks again for your consideration of this request. The project team would not be making this request if it were not important to the project and community.

I am available all weekend if you have any questions or need additional information.

Sincerely,

Kevin Powers

**Kevin Powers**  
**Florida Commerce Park**  
**15328 SW Warfield Blvd.**  
**Indiantown, FL 34956**  
[www.Floridacommercepark.com](http://www.Floridacommercepark.com)  
**O 772.597.3355**  
**M 772 260 6898**

## VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETING DATE: December 13, 2018

MEETING TYPE:

AGENDA ITEM TITLE: RESOLUTION No. 064-2018 - A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING A VILLAGE MANAGER EMPLOYMENT AGREEMENT WITH HOWARD W. BROWN, JR.; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY OF ITEM: At your November 29, 2018 Regular Council Meeting, the Council chose Howard W. Brown, Jr. as its first choice for Village Manager, and requested that Dan Kleman, with the legal advice of the Village Attorney, negotiate a contract to bring back to the Village Council for approval.

After negotiation between Mr. Kleman and Mr. Brown, the main deal points as negotiated are as follows:

- Initial salary of \$115,000, with annual opportunity for a merit increase following performance evaluation.
- Contribution of \$500 monthly to family healthcare coverage.
- \$1,000 per month paid by Village into a 457 retirement account.
- Severance pay of 20 weeks.
- Initial credit of 100 hours of vacation and 40 hours of sick leave with like amounts provided each year, subject to a cap of 500 hours for each.
- Car allowance of \$500 per month.
- City provided cell phone.
- Permission to undertake consulting services or teaching so long as not in conflict with Village obligations.

The form of the agreement is based upon ICMA contract language, with modifications the Village Attorney's law firm has made over time to comply with Florida law and otherwise clarify and streamline matters, together with customizations to address the deal terms.

In addition, in the course of negotiations, Mr. Brown made some recent concessions concerning salary and other benefits. In making those concessions, Mr. Brown has made it a condition of his final acceptance of the terms of the employment agreement that the Council approve the Employment Agreement by a unanimous vote of the Council.

RECOMMENDATION: Council's discretion.

Recommended motion if approved:

Approve Res. No. 064-2018 Approving a Village Manager Employment

Agreement with Howard W. Brown, Jr.

PREPARED BY: Wade Vose, Village Attorney

DATE: 12/10/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

ATTACHMENTS:

Description

R064-2018 Approving a Village Manager Employment Agreement with Howard W. Brown, Jr  
Indiantown Village Manager Agreement - Howard Brown



**RESOLUTION No. 064-2018**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING A VILLAGE MANAGER EMPLOYMENT AGREEMENT WITH HOWARD W. BROWN, JR.; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, pursuant to Section 5(1), Chapter 2017-195, Laws of Florida, which is the Charter of the Village of Indiantown, Florida, there shall be a Village Manager who shall be the chief administrative officer of the Village; and

WHEREAS, such Village Manager shall serve at the pleasure of the Village Council, and shall carry out the duties and responsibilities provided by law and by act of the Village council.

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

SECTION 1. VILLAGE MANAGER EMPLOYMENT AGREEMENT WITH HOWARD W. BROWN, JR. APPROVED. The Village Manager Employment Agreement with Howard W. Brown, Jr., 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.

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				

RES. 064-2018 – Approving a Village Manager Employment Agreement with Howard W. Brown, Jr.

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 Manager Employment Agreement**

THIS EMPLOYMENT AGREEMENT ("Agreement") for Village Manager Services, is made and entered into this \_\_\_\_\_ day of December, 2018, by and between the Village of Indiantown, a Florida municipal corporation, ("Employer"), and Howard W. Brown, Jr., ("Employee"), jointly referred to as "Parties."

## **Section 1: Term**

The term of this Agreement shall begin on the 14<sup>th</sup> day of January, 2019, and shall continue until terminated by the Employer or Employee as provided in Sections 9 or 11 of this Agreement.

## **Section 2: Duties and Authority**

The Village agrees to employ Employee as Village Manager to perform the functions and duties specified in the Charter and municipal code of the Village of Indiantown, and to perform other legally permissible and proper duties and functions as the Employer, through its governing body, shall from time to time assign.

## **Section 3: Compensation**

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$115,000.00, payable in installments at the same time that the other management employees of the Employer are paid.
- B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.
- C. Consideration shall also be given on an annual basis to increase compensation based on merit.

## **Section 4: Contribution Toward Health Benefits**

The Employer agrees to pay \$500 per month toward premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his dependents.

## **Section 5: Vacation and Sick Leave**

- A. Upon commencing employment, the Employee shall be credited with 40 accrued sick leave hours and 100 accrued vacation leave hours. In addition, beginning the first day of the second year of employment, Employee shall accrue sick leave and vacation leave on a monthly basis at a rate of 40 sick leave hours and 100 vacation leave hours per year, subject to such rules and regulations that may be applicable to other employees of Employer from time to time.



- B. The Employee is entitled to accrue all unused leave, subject to a limit of 500 vacation leave hours and 500 sick leave hours, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all vacation leave and sick leave accrued to date of termination.

#### **Section 6: Vehicle and Cell Phone Allowances**

- A. The Employee shall receive \$500 per month vehicle allowance for the business use of his personal vehicle.
- B. The Employer will provide the Employee with a Village cell phone.

#### **Section 7: Retirement**

Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation (ICMA-RC) or other 457 deferred compensation plan for Employee's participation in said retirement plan and, in addition to the base salary paid by the Employer to Employee, Employer agrees to pay \$1,000 per month into the designated plan on the Employee's behalf, in equal proportionate amount each pay period.

#### **Section 8: General Business Expenses**

- A. Subject to the ultimate budgeting authority of the Village Council and budget limitations imposed in the Village budget, Employer agrees to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Subject to the ultimate budgeting authority of the Village Council and budget limitations imposed in the Village budget, Employer agrees to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, ICMA Certification, the Florida League of Cities, and such other national, regional, state, and local government groups and committees in which Employee serves as a member.
- C. Subject to the ultimate budgeting authority of the Village Council and budget limitations imposed in the Village budget, Employer agrees to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee for the benefit of the Employer. Subject to the ultimate budgeting

authority of the Village Council and budget limitations imposed in the Village budget, Employer agrees to reimburse or to pay said general expenses. The Finance Director or his or her equivalent is authorized to disburse such moneys upon receipt of duly executed petty cash vouchers, receipts, expense statements or personal affidavits.

- E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, subject to the ultimate budgeting authority of the Village Council and budget limitations imposed in the Village budget, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations in Martin County.

## **Section 9: Termination**

For the purpose of this agreement, termination shall occur when:

- A. The Village Council removes Employee as provided in Section 5(1)(b) of the Village Charter.
- B. If the Employer, citizens or Legislature acts to amend any provisions of the Charter or Code of Ordinances pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- C. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads who are full time employees of Employer, the Employee shall have the right to declare such action a termination.
- D. Employee's rights under Section 9.B. or 9.C. are conditioned upon Employee's affirmative obligation that Employee shall, at his earliest possible opportunity, notify Employer upon Employee's learning of the occurrence or impending occurrence of the circumstances set forth in Section 9.B. or 9.C., and Employer shall be permitted a thirty (30) day cure period upon receipt of notice thereof.

## **Section 10: Severance**

- A. Except as provided in Section 10.B., if the Employee is terminated as defined in Section 9, the Employer shall provide to Employee a severance payment equal to twenty (20) weeks at the current rate of pay. This severance shall be paid in bi-weekly installments, together with accrued benefits. A lump sum payment may be authorized if agreed to by both the Employer and the Employee. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this severance payment calculated using the rate ordinarily contributed on regular compensation.

- B. If the Employee is terminated for conviction of a crime, terminated for any act of moral turpitude, or terminated for misconduct as defined in Section 443.036, Fla. Stat., then, and in that event, the Village shall have no obligation to pay, and shall be prohibited from paying, the severance payment under this section.

### **Section 11: Resignation**

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of sixty (60) days' notice unless the parties agree otherwise. In such instance, Employee shall be entitled to all accrued leave and benefits to be paid on a bi-weekly basis, and Employee shall not be entitled to severance under Section 10.

### **Section 12: Performance Evaluation**

Employer shall annually review the performance of the Employee, in January of each subsequent contract year, subject to a process, form, criteria, and format for the evaluation mutually agreed upon by the Employer and Employee. The Council shall consider such salary or benefit increases as it may deem appropriate to remain competitive in the market.

### **Section 13: Hours of Work**

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

### **Section 14: Outside Activities**

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

### **Section 15: Indemnification**

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Village Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless Employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim action, suit, or proceeding, actual or threatened, arising out of or in

connection with the performance of his duties, subject to the aforementioned limitations. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

## **Section 16: Other Terms and Conditions of Employment**

Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by any department head or general employee of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

## **Section 17: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid and with return receipt, addressed as follows:

1. EMPLOYER: Village of Indiantown  
16550 SW Warfield Blvd.  
P.O. Box 398  
Indiantown, FL 34956

With a copy to:

Wade C. Vose, Esq.  
Indiantown Village Attorney  
324 W. Morse Blvd.  
Winter Park, FL 32789

2. EMPLOYEE: Howard W. Brown, Jr.  
5700 Central Gardens Way  
Apt. No. 203  
Palm Beach Gardens, FL 33418

Or as may be updated and maintained in the files at the Village of Indiantown.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

## **Section 19: General Provisions**

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties, by mutual written

agreement only, may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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

Employee

\_\_\_\_\_  
Howard W. Brown, Jr.  
Village Manager

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

## **VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM**

MEETINGDATE: December 13, 2018

MEETING TYPE:

AGENDA ITEM TITLE: Village of Indiantown 2019 State Legislative Priorities

SUMMARY OF ITEM: The Village has been notified that the Martin County Delegation Meeting will be held on January 15, 2019.

The Village of Indiantown has requested support for the Indiantown Glitch Bill from Representative MaryLynn Magar. Mr. Vose, Village Attorney and Ms. Bolduc, Legislative Aide for Representative Magar, have been working together to on this bill. On November 29th, 2018, the Village of Indiantown adopted Resolution No. 59-2018, A Resolution of the Village Indiantown Requesting the Florida Legislature to Correct a Drafting Error (attached).

Attached is the Florida League of Cities 2019 Legislative Action Agenda which provides Priority Statements and Policy Positions on a variety of legislative issues that affect municipalities. Considering the Village of Indiantown is eight months into becoming a local government; it is recommended that the Village Council review and adopt the Florida League of Cities 2019 Action Agenda as the Village's Legislative Priorities.

Finally, the Village Manger has been consulting with CAPTEC Engineering regarding a possible appropriations request for a project in the Booker Park neighborhood. The Martin County Capital Improvement Plan identified a comprehensive neighborhood improvement project in Booker Park that may provide some guidance at providing cost estimates for a possible appropriations request from the Florida Legislature. Staff will provide more details on the December 13th Regular Council Meeting on this possible appropriations request.

RECOMMENDATION: Adopt the 2018 Florida League of Cities Action Agenda, together with the Indiantown Glitch Bill and potential appropriations request, as the Village of Indiantown Legislative Priorities.

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 12/9/2018

REVIEWED BY: Wade Vose, Village Attorney

DATE: 12/10/2018

APPROVED BY:

DATE:

ATTACHMENTS:

**Description**

Resolution 59-2018

FLC 2019 Legislative Action Agenda



RESOLUTION No. 059-2018

**A RESOLUTION OF THE VILLAGE OF INDIANTOWN REQUESTING THE FLORIDA LEGISLATURE TO CORRECT A DRAFTING ERROR IN THE SPECIAL ACT CREATING THE VILLAGE OF INDIANTOWN WITH RESPECT TO MUNICIPAL SERVICE TAXING UNITS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, it has been determined that Ch. 2017-195, Laws of Florida, contains an inadvertent drafting error concerning the treatment of certain ad valorem millages assessed by other taxing authorities within the Village boundary, for the purposes of complying with Section 218.23(1), Florida Statutes; and

WHEREAS, specifically, Section 11, Subsection 8 of Ch. 2017-195, Laws of Florida, states in pertinent part that "For purposes of complying with s. 218.23(1), Florida Statutes, relating to ad valorem taxation, the millage levied by special districts may be used for an indefinite period of time."; and

WHEREAS, Section 11, Subsection 12 of Ch. 2017-195, Laws of Florida, refers to the four Martin County municipal service taxing units then extant within the Village boundary as "special taxing districts"; and

WHEREAS, while "municipal service taxing units" established by counties pursuant to Section 125.01(q), Florida Statutes, have historically been confused with "special districts," (See *Gallant v. Stephens*, 358 So. 2d 536, 539 (Fla. 1978)), pursuant to *Gallant* and the subsequently enacted definition of "special district" provided in Section



RESOLUTION No. 059-2018; REQUESTING THE FLORIDA LEGISLATURE TO CORRECT  
CHARTER DRAFTING ERROR CONCERNING MSTUs

189.012(6), Florida Statutes, “municipal service taxing units” are not, as a technical matter, “special districts” under Florida law; and

WHEREAS, the reference in Ch. 2017-195, Laws of Florida, to the four Martin County municipal service taxing units then extant within the Village boundary as “special taxing districts” clearly indicates the legislative intent that the reference to “millage levied by special districts” in Section 11, Subsection 8 of Ch. 2017-195, Laws of Florida, was intended to encompass millages levied within municipal service taxing units; and

WHEREAS, this clear legislative intent is further supported by the fact that at the time of the passage of Ch. 2017-195, Laws of Florida, the millages levied by actual special districts within the Village boundary (the South Florida Water Management District and the Florida Inland Navigation District) amounted to a total of 0.3256 mills, only a little over one-tenth of the 3.0 mills necessary to comply with Section 218.23(1), Florida Statutes; and

WHEREAS, in contrast, at the time of the passage of Ch. 2017-195, Laws of Florida, the millages levied within the four municipal service taxing units then extant within the Village boundary amounted to a total of 3.3613 mills, fully satisfying the 3.0 mills necessary to comply with Section 218.23(1), Florida Statutes; and

WHEREAS, pursuant to applicable Florida law, the specific rights relating to compliance with Section 218.23(1), Florida Statutes, granted by the Florida Legislature to the Village of Indiantown by Section 11, Subsection 8 of Ch. 2017-195, Laws of Florida, are appropriately corrected by further legislative action of the Florida Legislature, and are not properly subject to correction by a municipal charter amendment; and

WHEREAS, the Indiantown Village Council, by Resolution No. 043-2018, has also requested that the Florida Legislature correct scrivener’s errors in the legal description of the Village boundaries as set forth in Ch. 2017-195, Laws of Florida, and it would be expeditious to make that correction and the correction requested herein in a single bill.

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

RESOLUTION No. 059-2018; REQUESTING THE FLORIDA LEGISLATURE TO CORRECT  
CHARTER DRAFTING ERROR CONCERNING MSTUs

Section 1. The recitals set forth above are true and accurate and represent the factual findings of the Village Council, and are adopted as if set forth below.

Section 2. The Village Council hereby requests that the Florida Legislature amend Section 11, Subsection 8 of Ch. 2017-195, Laws of Florida, to read as follows:

(8) STATE-SHARED REVENUES.—The village shall be entitled to participate in all revenue sharing programs of the state effective April 1, 2018. The provisions of s. 218.23(1), Florida Statutes, shall be waived for the purpose of conducting audits and financial reporting through the end of the village fiscal year 2018-2019. For purposes of complying with s. 218.23(1), Florida Statutes, relating to ad valorem taxation, the millage levied by special districts and the millages levied within municipal service taxing units may be used for an indefinite period of time. Initial revised population estimates for calculating eligibility for shared revenues shall be determined by the University of Florida Bureau of Economic and Business Research. Should the bureau be unable to provide an appropriate population estimate, the Martin County Department of Community Development shall provide the estimate.

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

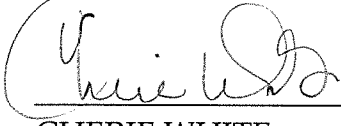
Council Member Dowling offered the foregoing resolution and moved its adoption. The motion was seconded by Council Member Clarke, and upon being put to a vote, the vote was as follows:

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


RESOLUTION No. 059-2018; REQUESTING THE FLORIDA LEGISLATURE TO CORRECT  
CHARTER DRAFTING ERROR CONCERNING MSTUs

ADOPTED this 29th day of November, 2018.


ATTEST:

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

VILLAGE OF INDIANTOWN, FLORIDA

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

REVIEWED FOR FORM  
AND CORRECTNESS:

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





# 2019 Legislative Action Agenda



## Priority Statements and Policy Positions

### Finance, Taxation & Personnel

#### **Priority Statement: Communication Services Tax Protection**

The Florida League of Cities SUPPORTS legislation to reform the Communications Services Tax in a manner that is revenue neutral; provides for a broad and equitable tax base; provides for enhanced stability and reliability as an important revenue source for local government; and provides a uniform method for taxing communication services in Florida. Reform should promote a competitively neutral tax policy that will free consumers to choose a provider based on tax-neutral considerations.

#### **Policy Position: Local Business Tax Protection**

The Florida League of Cities SUPPORTS legislation that protects general revenues collected from the local business tax. These revenues are used to provide essential municipal services, such as public safety and constructing and maintaining roads and bridges, public parks and open spaces. Maintaining a diversified revenue base strengthens the fiscal stability of local governments and improves their ability to serve citizens and businesses.

#### **Policy Position: Sales Tax Fairness**

The Florida League of Cities SUPPORTS legislation to reform Florida's sales tax laws that apply to online/e-commerce sales from out-of-state retailers. Changes to these laws are needed to ensure retailers are treated equitably.

### Land Use & Economic Development

#### **Priority Statement: Community Redevelopment Agencies**

The Florida League of Cities SUPPORTS legislation to protect and improve municipalities' use of community redevelopment agencies to effectively carry out redevelopment and community revitalization in accordance with Home Rule.

#### **Policy Position: Annexation**

The Florida League of Cities SUPPORTS legislation that facilitates the municipal annexation of unincorporated areas, while protecting private property rights, and respecting municipal boundaries.

### Municipal Administration

#### **Priority Statement: Short-Term Rentals**

The Florida League of Cities SUPPORTS legislation that restores local zoning authority with respect to short-term rental properties thereby preserving the integrity of Florida's residential

neighborhoods and communities. The Florida League of Cities OPPOSES legislation that preempts municipal authority as it relates to the regulation of short-term rental properties.

**Policy Position: Medical Marijuana**

The Florida League of Cities SUPPORTS legislation restoring municipal authority to regulate medical marijuana facilities within municipal boundaries.

**Policy Position: School Resource Officers Funding**

The Florida League of Cities SUPPORTS legislation creating a dedicated and recurring state revenue stream to offset any impacts for those cities providing SROs to schools.

**Policy Position: Sober Homes**

The Florida League of Cities will SUPPORT legislation requiring businesses classified as “Day or Night Treatment with Community Housing” to comply with current statutory requirements for certified recovery residences. In addition, the League will SUPPORT legislation clarifying the fire-safety standards that can be imposed on sober homes in order to ensure compliance with federal fair housing laws.

## **Transportation & Intergovernmental Relations**

**Priority Statement: Transportation Funding**

The Florida League of Cities SUPPORTS legislation that preserves local control of transportation planning. The legislation should create an equitable transportation funding formula between the state, municipalities, and counties, while providing for additional transportation revenue to support innovative infrastructure and transit projects to meet the surging transportation demands driven by dramatic growth throughout Florida.

**Policy Position: Affordable Housing**

The Florida League of Cities SUPPORTS legislation that requires all funds from the Sadowski State and Local Housing Trust Fund be used only for Florida’s affordable housing programs.

## **Utilities, Natural Resources & Public Works**

**Priority Statement: Water Supply & Water Quality**

The Florida League of Cities SUPPORTS legislation to address the state’s critical water resource and water quality deficiencies to mitigate the negative economic impact of these issues through priority corrective actions and funding. The legislation should include:

- establishment of a dedicated and recurring source of state funding to meet current and projected local government water supply and water infrastructure needs;
- annual assessment by the State of the state, regional and local water resource and water quality infrastructure improvement needs; and
- development of regional plans to prioritize actions and schedules for addressing integrated water quality and water supply needs based on objective criteria.

## VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETINGDATE: December 13, 2018

MEETING TYPE:

AGENDA ITEM TITLE: Village of Indiantown Council Organization

SUMMARY OF ITEM: On November 8<sup>th</sup>, the Village Council requested an agenda item to discuss how Council Members could be better organized to address topics related to Village business. The objective was to improve communication collectively between each of the Council Members and with the public, particularly as it pertains to Council-assigned committees, including Council Members attending public events on behalf of the Village. Council requested the Village Manager to look at various options and make recommendations to be considered at the December 13<sup>th</sup> Regular Village Council Meeting.

As a recommendation, the following options could be considered by Village Council:

1. Include "Committee Reports" as an Agenda Item. - The Village Council Agenda could be amended by Resolution to include a regular item at every agenda titled, "Village Council Committee Report(s), this would provide the opportunity for each Council Member to report on any committee assigned updates. This would serve as a prompt for each Council Member to report on their assigned Committees.

If the Council chooses to implement Village Council Committee Report as part of their regular agenda, staff would return to Council with an agenda item to amend the Village Council Regular Agenda.

2. Advanced approval for Council Member attendance at public events - The Council could require prior Council approval of all travel and attendance to public events, in which a Council Member is representing the Village and/or on official Village business. This option would task each Council Member to provide the Village Clerk with a list of events they may attend on official Village business. An agenda item would be prepared by staff to request prior approval of the Council for attendance. The Council would have the option of approving, denying or recommending an alternate Council Member attend the public event and/or meeting.

3. Re-organize Committee Assignments - The Council could select to re-organize the various Committee assignments. Currently, the Village Council has representatives on the following committees/organizations:

Metropolitan Planning Agency – Council Member Dowling

Treasure Coast Regional League of Cities – Mayor Thomas

Treasure Coast Council of Local Government – Council Member Hernandez,  
Alternate- Vice Mayor Stone Florida League of

Cities, Administrative Advocacy Committee-Council Member Clarke

Indiantown Chamber of Commerce-Vice Mayor Stone

4. Assign Portfolios to each Council Member – Assigning a “portfolio” refers to the duties of each Council Member, and each could be assigned certain topics or areas of interest to act as the liaison with the public and other governments. Each Council Member would have a portfolio of topics or area(s) of responsibility. Council Members would request an area of responsibility at a Village Council meeting; to be assigned by majority vote of the Council. The portfolio of each Council Member would be promoted to the public via the website and other methods of communication to assist the public with understanding which portfolio each Council Members is responsible for. Village staff would utilize this system when working on those areas of responsibility by contacting the assigned Council Member. For example; a meeting regarding a housing issue may include the Council Member that has “housing” as part of their portfolio. Additionally, if a member of the public has a question regarding housing, they may discuss the issue with Village staff or the portfolio holder. Some areas of responsibility to be considered:

Housing  
Economic Development  
Public Works  
Finance/Budget  
Intergovernmental Coordination  
Planning and Development  
Communications

These areas of responsibility could be augmented with other topics and sub-topics. Council may request to be assigned to an area of responsibility; with majority Council approval.

RECOMMENDATION: It seems the most efficient system to employ is some combination of Items 1 and 3. If the Village Council is dissatisfied with the current Committee assignments it may, by motion, alter those assignments. In addition, it could require each Council Member to report on every committee meeting attended by that Council Member. This method requires less staff time and puts the responsibility on the Council Member to inform the Village Council, the Village Manager, and the public, about each of the meetings attended. Another consideration, not discussed above, is the type of action permitted to each Council Member while sitting on assigned committees. Often, Council Members sitting on Committees are asked to vote on items, and because those items have not come before the Village Council in a public meeting, that Council Member may not have the authority to vote, or take a position, for the Village. Each Council Member sitting on a Committee must be aware of this issue and act accordingly.

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 12/9/2018

REVIEWED BY: Wade Vose, Village Attorney

DATE: 12/10/2018

APPROVED BY:

DATE:

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETINGDATE: December 13, 2018

MEETING TYPE:

AGENDA ITEM TITLE: ORDINANCE NO. 11 (2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING PERSONNEL REGULATIONS; PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, NON-CODIFICATION, AND AN EFFECTIVE DATE.

SUMMARY OF ITEM: Whether the Village has one part-time employee or a few more, it is appropriate for a set of regulations to be in place for those employees to follow. Personnel regulations provide certainty for the employment process and expectations for the Village Manager and Village Council.

The regulations presented, though somewhat detailed, are nonetheless in keeping with the "government light" model that the Village Council has indicated that it wishes to implement.

RECOMMENDATION: Approve Ordinance No. 11 (2018) Adopting Personnel Regulations on Second Reading

PREPARED BY: Wade Vose, Village Attorney

DATE: 10/24/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

ATTACHMENTS:

Description

Ordinance 11 (2018) - Adopting Personnel Regulations

Village of Indiantown Personnel Regulations





**VILLAGE OF INDIANTOWN, FLORIDA**

**ORDINANCE NO. 11 (2018)**

**AN ORDINANCE OF THE VILLAGE OF INDIANTOWN,  
FLORIDA, ADOPTING PERSONNEL REGULATIONS;  
PROVIDING FOR FINDINGS, SEVERABILITY,  
CONFLICTS, NON-CODIFICATION, AND AN  
EFFECTIVE DATE.**

**WHEREAS**, the Village of Indiantown was created by Ch. 195-2017, Laws of Florida, and duly approved by public referendum on November 8, 2017, for incorporation beginning December 31, 2017; and

**WHEREAS**, Section 6(2) of Ch. 195-2017, Laws of Florida, provides:

(2) **PERSONNEL**.—Consistent with all applicable state and federal laws, the council shall provide by ordinance for the establishment, regulation, and maintenance of a system governing personnel policies necessary for the effective administration of employees of the village's departments, boards, and agencies.

and

**WHEREAS**, as a public employer, it is appropriate that the Village promulgate personnel regulations to communicate the Village's personnel policies, procedures, and rules that will serve as a guide to administrative actions concerning typical employee issues that may arise; and

**WHEREAS**, after review of the personnel regulations prepared by Village staff and attached hereto, the Village Council desires to hereby approve and adopt the same.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA AS FOLLOWS:**

**SECTION 1. RECITALS.** The above recitals and “Whereas” clauses are hereby included as findings by the Village Council of the Village of Indiantown, and are otherwise fully incorporated herein.

**SECTION 2. ADOPTION OF PERSONNEL REGULATIONS.** The Village of Indiantown Village Council hereby adopts the Village of Indiantown Personnel Regulations dated November 8, 2018 (“Personnel Regulations”), a copy of which is attached hereto, and such Personnel Regulations are hereby incorporated into this Ordinance as if fully set forth herein.

**SECTION 3. SEVERABILITY.** The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 4. CONFLICTS.** All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

**SECTION 5. NON-CODIFICATION.** The provisions of this Ordinance shall not be codified in the Village of Indiantown Code of Ordinances unless directed by subsequent ordinance, but the Personnel Regulations adopted hereby shall be maintained in electronic and printed form by the Village Clerk and made available to Village personnel and the public.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon adoption.

**[This Space Intentionally Left Blank.]**

**PASSED** on First Reading on the \_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

**ADOPTED** on Second Reading this \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

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

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

REVIEWED FOR FORM  
AND CORRECTNESS:

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



# **Village of Indiantown**

## **PERSONNEL**

## **REGULATIONS**

Adopted by Ordinance No. 11 (2018)  
Effective November 8, 2018

## **SECTION 1 - GENERAL PROVISIONS**

### **1.1 PURPOSE**

The purpose of the Personnel Regulations is to communicate the Village's personnel policies, procedures, and rules which serve as a guide to administrative actions covering most employee issues which arise. These regulations are intended to indicate the customary methods of carrying out the aims of the Village's policies as set forth herein. Any actions not specifically covered, shall be interpreted or extrapolated by the Village Manager using the Personnel Regulations as a guide, but nonetheless all within the Village Manager's sole discretion.

The Personnel Regulations are not an employment contract. The Personnel Regulations of the latest date supersede all previously issued personnel policies, procedures and regulations, and any inconsistent verbal or written policy statements.

All Village employees are at-will employees. Accordingly, either the employee or the Village may terminate the relationship at will, with or without cause or notice, at any time. Therefore, termination is not a grievable or appealable event.

The responsibility for modification and/or interpretation of this Manual is delegated to the Village Manager in accordance with the provisions of the Village Charter and Village Ordinances.

Modification of any regulation which has a budgetary impact shall require the approval of the Village Council.

### **1.2 CODE OF ETHICS**

All Village employees are bound to observe, in their official acts, the highest standards of ethics consistent with Chapter 112, Florida Statutes, and the advisory opinions rendered by the Florida Commission on Ethics, regardless of personal considerations, recognizing that promoting the public interest and maintaining the respect of the people of the Village must be of foremost concern. In addition, Village elected officials have adopted a separate policy, by resolution, governing their interactions.

### **1.3 POSITIONS COVERED**

This Regulation covers all Village positions that are paid employees of the Village, including elected officials.

### **1.4 ADMINISTRATION**

The Village Manager shall be responsible for the overall administration of these regulations, and may make minor exceptions and amendments when in the best interests of the Village. Routine matters pertaining to enforcement, administration, and implementation may be delegated by the Village Manager to other personnel.

## **SECTION 2 – EMPLOYMENT POLICIES**

### **2.1 APPOINTMENT AND REMOVAL**

The Village Manager has the authority to appoint, transfer, discipline, demote, and remove all Village employees, except the Village Attorney, and elected officials.

## **2.2 POSITION CONTROL**

All fulltime positions in the Village are established through the annual budget each fiscal year. The establishment of new additional fulltime positions shall be subject to approval by the Village Council upon recommendation of the Village Manager. Position control for all part-time positions is by the Village Manager who is responsible to assure proper funding for each position.

## **2.3 TYPES OF APPOINTMENTS**

1. Probationary – All employees, except the village manager, village attorney, and elected officials, must successfully complete a probationary period of at least 6 months, which is (6) months from the date of hire or date of completion of training, whichever is later. Departmental policies may supersede this requirement by extending but not reducing the time of probation. For unemployment compensation purposes, notice of these Regulations and a link with their availability shall serve as notice that the Village is not liable for unemployment benefits upon termination for failure to meet performance standards within the first ninety (90) days of employment.

2. Regular - Employees who work full or part-time on a continuous basis after completion of the applicable probationary period.

3. Full Time – Employees who are scheduled to work at least 40 or more hours per work week.

4. Student or Intern - Appointments which have the purpose of affording students of public administration and other professional areas an opportunity to gain actual work experience. Such appointments are for a specific period of time, and require the approval of the Village Manager.

5. Emergency - In order to prevent a disruption in the public business, or serious inconvenience to the public, appointment of employees on a temporary basis may be authorized by the Village Manager for up to one hundred eighty (180) days. Said appointments require proper funding, including any emergency funding. Said positions may be extended beyond 180 days by the Village Manager, with the consent of the Village Council.

6. Part-time - Employees who work fewer than 40 hours per week on a continuous basis throughout the year.

7. Temporary - Positions (whether part-time, full-time, hourly, or contractual) anticipated to be of relatively short or a defined and limited duration up to 180 days per calendar year unless extended by the Village Manager, for special projects, grants, or programs.

8. Trainee - Employees who do not meet the minimum qualifications of the position, and who work full or part-time on a continuous basis. The length of training is at the discretion of the Village Manager, as approved in writing.

## **2.4 RE-HIRES**

All rehired employees are considered new employees, including without limitation, any and all required background checks, required licensing, screenings, and testing, and for all benefit purposes such as insurance, leave time, salary increases, if any, and other benefits. An exception to this policy is for retirement eligibility and constructive credit under the Florida Retirement System (FRS). In those cases where applicable, FRS regulations shall apply. Further exceptions to this policy can be made at the discretion of the Village Manager in the best interests of the Village; provided however, that no exception will be made to background checks, required licensing, or similar requirements.

## **2.5 HOURS OF WORK**

The Village Manager, in consultation with the Village Council, shall establish the hours of work in accordance with the needs of the Village, and shall take into account the convenience and needs of the public served by each position.

## **2.6 EMERGENCY OVERTIME.**

### **Declared Emergency**

During a locally declared state of emergency, and at the discretion of the Village Manager, when there are emergency tasked employees who are required to work while other employees are released from duty, the following shall apply:

- a. Salaried employees, exempt from the federal Fair Labor Standards Act, will receive additional pay at the regular rate, times the number of hours worked over 40 in the work week.
- b. Non-exempt employees will receive overtime pay at the rate of one and one-half times the number of overtime hours worked.

## **2.7 ATTENDANCE**

All employees are expected to report for duty at the scheduled time and place. The Village Manager shall be responsible for the punctual attendance of all persons employed under the authority of the Village Manager. If an employee is unable to work for any reason, that person must notify the Village Manager as soon as they are able. Insufficient notice is cause for disciplinary action, and may result in being charged with leave without pay for non-exempt employees, or an equivalent deduction from an employee's leave bank for exempt employees. Excessive absenteeism or lateness is a sufficient cause for disciplinary action, up to and including dismissal from employment. Continuing patterns of absences, early departures, tardiness, regardless of the exact number of hours or days, are causes for disciplinary action.

## **2.8 EMPLOYEE TRAINING**

The Village Manager may establish and develop various educational and training programs for Village employees. Generally, the purpose of any such program is to provide general, educational job-related training, mandatory certification training to increase the operational efficiency of such employees, or to assist employees in preparing themselves for positions of increasing difficulty and responsibility. Attendance at any training program, does not guarantee advancement.

Generally, when the Village requires or permits a non-exempt employee to attend training during the employee's regular work hours, the time is compensable time. Non-exempt employee training time is paid unless all four of the following criteria are met:

- (a) attendance is outside of the employee's regular working hours;
- (b) attendance is completely voluntary on the part of the employee;
- (c) the course, lecture, or meeting is not directly related to the employee's job; and
- (d) the employee does not perform any productive work during such attendance.

Records of satisfactory training completion shall be placed in the employee's personnel file.

## **2.9 EMPLOYEE PERFORMANCE APPRAISAL**

Appraisal of performance is a continuous process. Each employee's supervisor frequently reviews performance in an informal way. In order to avoid misinterpreted or incomplete evaluations, however, formal reviews will be conducted on a schedule approved by the Village Manager, but not less than once a year. Performance evaluations will include factors such as the quality and quantity of work, knowledge of the job, attendance, initiative, and attitude toward work and toward others, including the public. These evaluations provide an opportunity to discuss the employee's development, areas for improvement, future goals, and overall performance. After the review, the employee is required to sign the evaluation, as an acknowledgment that it has been presented to the employee.

A satisfactory performance appraisal does not mean that there will be an automatic increase in pay. Pay or salary increases are at the discretion of the Village Manager, and if paid, will be based on merit, market economic conditions, specific departmental conditions, and the annual budget.

## **SECTION 3 – POSITION COMPENSATION PLAN**

### **3.1 PURPOSE.**

The Position Compensation Plan (Pay Plan) provides the basis of compensation for employees of the Village. The Pay Plan is designed to support the following objectives:

1. Correlates pay to the duties and responsibilities of the position; and
2. Provides competitive pay in a relative labor market; and
3. Attracts and retains competent personnel; and
4. Is consistent with the economic conditions of the area; and
5. Standardizes pay for the various classifications of work; and
6. Establishes lines of promotion and career ladders; and
7. Meets financial policies of the Village.

### **3.2 SALARY INCREASES**

Salary increases are not intended to be automatic. Salary increases are based upon many factors, including job performance, market and economic conditions, and the annual budget.

Employees shall become eligible for consideration for a salary increase to their base rate of pay annually concurrent with their Evaluation, up to the maximum salary of the pay-grade, whenever pay grades are established.

Approved salary increases shall be effective at the beginning of the next pay period following the merit increase effective date. The Village Manager may approve a merit salary increase sooner than at annual intervals, to reward extraordinary performance.



### **3.3 PROMOTION**

An employee is promoted in accordance with the applicable Pay Plan approved for the employee's position by the Village Manager. Upon promotion, the employee shall receive an increase to the minimum of the pay-grade into which being promoted, but not less than a 5% increase in pay. An increase greater than provided above may be approved in writing by the Village Manager, not to exceed the maximum of the pay-grade.

## **SECTION 4 – HOLIDAYS**

### **4.1 PURPOSE AND INTENT**

It is the policy of the Village Council to recognize, encourage, and support multicultural diversity in our workforce, and to recognize the pluralism of American culture.

Therefore, employees will celebrate thirteen (13) holidays per calendar year.

The following eleven (11) holidays are observed by all employees:

- |                                   |                                   |
|-----------------------------------|-----------------------------------|
| 1. New Years Eve                  | December 31                       |
| 2. New Year's Day:                | January 1                         |
| 3. Martin Luther King's Birthday: | January 19                        |
| 4. Presidents Day                 | Third Monday in February          |
| 5. Memorial Day                   | May 25                            |
| 6. Independence Day               | July 4                            |
| 7. Labor Day                      | September 7                       |
| 8. Columbus Day                   | October 14                        |
| 9. Veteran's Day                  | November 11                       |
| 10. Thanksgiving Day              | Fourth Thursday in November       |
| 11. Day after Thanksgiving        | Fourth Friday in November         |
| 12. Christmas Holiday             | Varies Depending on Christmas Day |
| 13. Christmas Day                 | December 25                       |

When a holiday falls on a Saturday, the preceding Friday shall be designated a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday.

### **4.2 HOLIDAY ON SCHEDULED WORK DAY**

All eligible employees who are regularly scheduled to work on the observed holiday in order to maintain essential services to the public shall be paid time and a half for all hours worked on the holiday in addition to the regular pay granted for the holiday, or shall be given compensatory time off, at the discretion of the Village Manager. Upon written agreement between the employee and the Village Manager, an employee may elect to receive accrued holiday pay in December.

### **4.3 REQUEST FOR LEAVE**

Village Manager prior to or the time set for beginning the daily duties or within the time limit established by the department, whichever is earlier. The Village Manager may request a physician's certificate to verify the illness of any employee on sick leave.

### **4.4 BEREAVEMENT LEAVE**

Employees may be granted, upon written request, and on approval of the Village Manager, up to three (3) working days off with pay in the event of a death in their immediate family or up to five (5) working days off with pay if the employee must travel greater than 200 miles one way or out of state. If additional days off are necessary, sick leave may be requested in the sole discretion of the Village Manager. For purposes of this section, the employee's immediate family shall include the following for either the employee or their spouse/domestic partner: parent, sister, brother, spouse/domestic partner, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half- brother, half-sister, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, grandchildren, and grandparents. The Village Manager may require satisfactory proof of death of the immediate family member, before compensation is approved.

#### **4.5 MILITARY LEAVE.**

The Village will supplement pay pursuant to Florida State Military Compensation Law adopted by Florida Statute 115.09 per active duty event.

#### **4.6 LEAVE WITHOUT PAY**

The village manager may grant a leave of absence for reasons of illness, injury, disability, family care, or valid personal reasons, not to exceed 12 months. All requests for leave must be made in writing and approved by the Village Manager. Employees must have exhausted all accrued paid leave before use of leave without pay. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the pending return of the employee from leave. At the conclusion of the leave without pay, the employee must return to duty or be discharged.

#### **4.7 WORKERS' COMPENSATION LEAVE**

Payment of workers compensation to all employees who are disabled because of an illness or injury arising out of and in the course of performing their duties with the Village shall be governed by the Florida State Workers' Compensation Law. For purposes of this Section, "disability" is defined as in the workers' compensation laws and means an incapacity because of the injury to earn in the same or any other employment the wages which the employee was receiving at the time of the injury.

An employee sustaining a lost-time injury with sick and/or annual leave credited to his/her account may request to apply sick and/or annual leave hours in order to obtain pay while absent from duty due to an injury as provided in items 1 through 10 below (in no case shall the amount of workers' compensation and the amount of sick and/or annual leave be more than the employee's base pay for that period).

1. Full wages shall be paid for the day of the on-duty injury if disability results or for that part of the day is spent receiving medical treatment.
2. If the injured employee cannot return to work on his/her next workday, the injury shall be considered a disability, with the disability starting immediately following the day of the injury, whether it be a weekday, weekend, or holiday. Disability shall be counted by calendar days.

3. Because the statutory benefits of the Florida Workers' Compensation Law do not allow for compensation during the first seven days of disability, full wages shall be paid by the Village for those uncompensated days. However, if the injury results in disability of more than twenty-one (21) days, compensation shall be allowed from the commencement of the disability. Compensation for the disability will be made in accordance with state statutes.
4. Any employee who has experienced a disability resulting from a compensable injury may request the use of accrued sick and/or annual leave which, together with the payment of workers' compensation monies, shall provide the employee with a salary equivalent to his/her normal schedule of hours at his/her straight time rate of pay. The amount of such accrued leave granted an employee shall be based upon an employee receiving workers' compensation monies from the first day of disability. If the employee is unable to return to work prior to reaching his/her 22nd day of disability, the previously granted sick leave will be subtracted from the employee's accrued sick leave to offset the amount that was provided under the first seven days provision of the Workers' Compensation Law as explained above.
5. If the length of the employee's disability does not allow compensation from the first day of disability under state statutes, accrued leave may then be granted to the employee for the uncompensated period not covered by workers' compensation.
6. An employee on Workers' Compensation Leave shall continually report to the Village Manager regarding his/her health status and prognosis for return to work. In no event shall an employee fail to report less often than twice monthly.
7. An employee on Workers' Compensation Leave shall make himself/herself available for all doctor's appointments. Such an employee shall follow the doctor's orders and/or directions, and shall avoid any activity which may aggravate or exacerbate the illness or injury.
8. An employee who obtains any type of part-time or full-time employment, including without limitation an "off-duty detail" elsewhere while on a Workers' Compensation Leave, may be discharged unless specific approval by the Village Manager is received in writing in advance.
9. At the end of a leave of absence of less than six (6) months, an employee may be returned to his/her former position or to one of comparable pay and status within the Village if such a position is available. However, re-employment need not be offered to an employee if s/he is not then qualified by reason of disability, injury, or illness to perform the essential functions of employee's former position or one of comparable pay and status within the department.
10. Failure to return to work at the expiration of the leave (or upon determination of Maximum Medical Improvement ("MMI") with the ability to perform the essential functions of the position;

Filing a false or fraudulent workers' compensation claim is a violation of Village policy and the law, and will result in disciplinary action, up to and including dismissal.

## **SECTION 5 – RECORDS AND REPORTS**

## **5.1 RESPONSIBILITY**

The Village Clerk is responsible for establishing and maintaining comprehensive personnel records for all employees.

## **5.2 RECORDS**

There shall be one official personnel file for each employee and maintained by the Village Clerk. Said file shall include the personnel records of employees and all official forms. All personnel records of employees shall be considered the property of the Village. The Village Clerk shall make all decisions relating to the use, maintenance and disposition of such records and material, and as to whether or not any information contained therein is exempt from disclosure or is confidential pursuant to Florida and Federal law.

Employees should be aware of the importance of keeping their personnel records current. This means immediately notifying the Village Clerk of any changes such as change of address (even if temporary), change of telephone number, driver's license status, change of beneficiary, number of dependents, divorce, marriage, or any change of previously provided information (not previously reported). This is the responsibility of the employee and failure to comply may result in employee discipline or delays in receiving employee benefits or even loss of such benefits.

## **SECTION 6 - SAFETY**

### **6.1 ACCIDENT PREVENTION**

The development of safe working conditions, practices, habits, and thinking are the objectives of the Village Safety Program. Reaching those objectives shall result in benefits to all employees and to the Village. Accidents, injuries, disabilities, damage, lost time and pay, claims and medical expenses are all problems, which can be improved by efforts of all employees.

### **6.2 ACCIDENT REPORTING**

All employees are responsible to immediately report to their supervisor all injuries and accidents, no matter how minor, that occur on the job.

A written report of employee Injury/Incident must be submitted to the injured employee's supervisor within 24 hours after the date of the accident or the report of the injury. If the accident occurs over a holiday or weekend, the accident report should then be submitted within 24 hours from the time the work period starts after the weekend or holiday. This applies to industrial accidents and all other injuries, including those only requiring first aid injuries.

### **6.3 SAFETY EQUIPMENT**

Village provided equipment must be used. Failure to utilize provided equipment shall be cause for disciplinary action.

### **6.4 DRUG-FREE WORKPLACE**

The Village of Indiantown has a strong and legitimate interest in insuring that employees are fit to perform their duties and to promote a drug-free workplace. With a drug-free workplace, employees will be afforded the opportunity to maximize their levels of productivity, and reach their

desired levels of success without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from drug abuse. It is the intent of the Village that the drug and alcohol testing conducted shall be in compliance with the Drug-Free Workplace Program contained in the Workers' Compensation Act, Florida Statutes Sections 440.101 and 440.102, the regulations adopted pursuant to the statute, and any amendments that may be made thereto.

It is further the intent of the Village that drug abuse be prohibited and those employees who choose to engage in drug abuse face the risk of unemployment and the forfeiture of workers' compensation benefits. The Village therefore strictly prohibits the illicit use, possession, sale, conveyance, distribution, or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner. In addition, the Village strictly prohibits the abuse of alcohol or prescription drugs. Any violation of this policy will result in adverse employment action up to and including dismissal and referral for criminal prosecution.

The Village is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any employee illegally uses drugs or alcohol on the job; reports to work under the influence of drugs or alcohol; possesses, distributes or sells drugs or alcohol in the workplace; or abuses alcohol on the job. Therefore, the Village has established the following policy:

## **1. POLICY STATEMENT**

- a. It is a violation of this policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on the job;
- b. It is a violation of this policy for anyone to report to work under the influence of illegal drugs or alcohol;
- c. It is a violation of this policy for anyone to use prescription drugs illegally. However, nothing in this policy precludes the appropriate use of legally prescribed medications;
- d. It is a violation of this policy to unlawfully manufacture, distribute, dispense, possess, or use controlled substances in the workplace;
- e. It is a condition of employment to abide by the Drug-Free Workplace Policy;
- f. Violations of this policy subject all employees to disciplinary action up to and including immediate termination.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and drug-free environment. The intent of this policy is to send a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment at the Village.

## **2. AUTHORITY FOR DRUG TESTING**

The Village has implemented this policy in accordance with the program requirements outlined in Florida Statute Section 440.102.

## **3. DEFINITIONS**

- a. Drug: alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph.

- b. Drug Test or Test: any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.
- c. Job Applicant: a person who has applied for a Special-Risk or Mandatory Testing position with the Village and has been offered employment conditioned upon successfully passing a drug test, and may have begun work pending the results of the drug test.
- d. Mandatory Testing Position: a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances; or a job assignment that requires an employee security background check pursuant to Florida Statute Section 110.1127; or a job assignment in which a momentary lapse in attention could result in injury or death to another person.
- e. Medical Review Officer or MRO: a licensed physician, employed with or contracted with the Village, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.
- f. Prescription or Nonprescription Medication: a drug or medication obtained pursuant to a prescription as defined by Florida Statute Section 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.
- g. Special-Risk Position: a position that is required to be filled by a person who is certified under Chapter 633 or 943 of the Florida Statutes (generally, police officers and firefighters).

#### **4. TYPES OF TESTING REQUIRED**

- a. Job Applicant Drug Testing: Job applicants for mandatory testing and special risk positions must submit to a drug test. Refusal to submit to a drug test, or a positive confirmed drug test, shall be used as a basis for declining to offer employment to the applicant. Job applicants for other positions shall not be tested as part of the background/employment screening process.
- b. Reasonable Suspicion Drug Testing: Employees will be tested following any observed behavior creating "reasonable suspicion." These behaviors may include the following:
  - i. Direct observation of drug/alcohol use, or the symptoms of being under the influence of a drug or alcohol;
  - ii. Abnormal behavior while at work or a significant deterioration in work performance;
  - iii. A report of drug use, provided by a reliable and credible source;
  - iv. Evidence that an individual has tampered with a drug test while working for the Village;

- v. Information that an employee has caused, contributed to, or been involved in, an accident while at work;
- vi. Evidence that an employee has used, possessed, sold, or solicited drugs while working or while on the Village's premises or while operating the Village's vehicles, machinery or equipment; and
- vii. Post-Accident in Village-owned vehicles.

Where testing is based on reasonable suspicion, the Village shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed. A copy shall be provided to the employee upon request. The Village shall retain the original as confidential for at least one year.

- c. **Follow-Up Testing:** If the Village requires an employee to enter an employee assistance program, or a drug rehabilitation program, as a condition of continued employment after a confirmed, positive drug test, the employee is required to submit to a random drug test, at least once per year for a two year period after completion of the program. Advance notice of the testing date will not be given to the employee being tested. If the employee voluntarily enters the program, the Village is not required by law to conduct follow-up testing, but may do so in its discretion.
- d. **Routine Fitness-For-Duty Testing:** Employees who ordinarily must submit to annual physical fitness for duty examination must also submit to drug testing at that time.
- e. **Random Testing of Mandatory Testing and Special Risk Positions:** employees with job assignments designated as mandatory testing and employees in special risk positions are subject to testing through the use of an unbiased selection procedure.

## **5. CONFIDENTIALITY**

All information, interviews, reports, statements, memoranda, drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with Florida's Drug Free Workplace Act or in determining compensability under the workers' compensation or unemployment benefits laws.

The Village, the laboratories, medical review officers, employee assistance programs, drug rehabilitation programs and their agents shall not release any information concerning drug test results obtained under this policy without first obtaining a release from the affected individual in accordance with Florida's Drug Free Workplace Act and other applicable laws or regulations.

All information, interviews, reports, statements, memoranda and drug test results, written or otherwise, received or produced as a result of the drug testing program are confidential and exempt from disclosure under Florida's public records laws.

Notwithstanding the foregoing, the Village may use such information and documents when consulting with legal counsel in connection with actions brought under the Florida Statute Section 440.102 or where the information is relevant to its defense in a civil or administrative matter.

## **6. DRUGS TO BE TESTED**

The Village will test for the following drugs: ALCOHOL, AMPHETAMINES, CANNABINOIDS (MARIJUANA), COCAINE, OPIATES, PHENCYCLIDINE (PCP), METHAQUALONE, BARBITURATES, BENZODIAZEPINES, METHADONE AND PROPOXYPHENE.

## **7. TESTING LOCATION**

The Village only uses laboratories for drug testing that are licensed by the Florida Agency for Health Care Administration or that are certified by the U.S. Department of Health and Human Services.

You may be tested at the following laboratory:

(To be directed by the Village Manager)

The Village's Medical Review Officer (MRO) is:

(To be directed by the Village Manager)

## **8. TESTING PROCEDURES**

Employees or job applicants may confidentially report the legitimate use of prescription or non-prescription medications both before and after being tested to the testing laboratory and the Medical Review Officer.

Employees and job applicants have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

## **9. CHALLENGING TEST RESULTS**

Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may contest or explain the result to the medical review officer who shall report a positive result to the Village if the explanation or challenge to the medical review officer is unsatisfactory.

Within 5 working days after the Village receives notice of the positive confirmed test result, the Village shall notify the employee in writing of the results, the consequences of the results, and any options available to the employee. The employee may request a copy of the test result at this time.

Within 5 working days after the employee receives notice from the Village of the positive test result, the employee may submit information to the Village explaining or contesting the test result, and explaining why the result should not constitute a violation of this policy. If the employee's or job applicant's explanation or challenge is unsatisfactory to the Village, the employee will be notified by the Village in writing within 15 days of the date the challenge was received and will be subject to discipline under this policy. At that time, the employee will be provided with a copy of the confirmed positive test result and the name and address of the laboratory.

The foregoing documentation shall be kept confidential and retained by the Village for at least one year.



Any employee or job applicant may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration. All employees or job applicants must notify the laboratory of any administrative or civil action brought pursuant Florida's Drug Free Workplace Act.

Employees are solely responsible for all costs associated with any challenge.

#### **10. CONSEQUENCES OF POSITIVE CONFIRMED TEST RESULT**

Job applicants receiving a positive confirmed test result shall not be hired. Any employee receiving a positive confirmed test result shall be subject to immediate termination. Additionally, the employee may lose his or her right to workers' compensation, unemployment compensation benefits, medical and indemnity benefits.

An employee or job applicant has 180 days after receiving written notification of a positive confirmed test result to have the sample retested at his or her own expense at another licensed or certified laboratory chosen by the employee or job applicant.

#### **11. CONSEQUENCES OF CONVICTION FOR VIOLATION OF CRIMINAL DRUG STATUTE OCCURRING IN THE WORKPLACE**

All employees shall report any conviction for a violation of a criminal drug statute occurring in the workplace to the immediate supervisor in writing, no later than five calendar days after such conviction.

Within 30 calendar days of receiving such notice from a convicted employee, the Village shall take one of the following actions:

- Take appropriate disciplinary action against the employee, up to and including termination;
- Require the employee to participate satisfactorily in a drug abuse or assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

#### **12. CONSEQUENCES OF REFUSING TO SUBMIT TO DRUG TESTING**

An employee who refuses to submit to drug testing shall be subject to immediate termination. Additionally, the employee may lose his or her right to workers' compensation, unemployment compensation, medical and indemnity benefits. A job applicant who refuses to submit to drug testing will not be hired.

Refuse to submit (to an alcohol or controlled substances test) means that an employee:

- Failed to appear for any test within two hours of being directed to report by the Village. This includes the failure of an employee to appear for a test when called by a consortium or third-party administrator;
- Failed to remain at the testing site until the testing process is complete;
- Failed to provide a urine specimen for any drug test, or failed to provide a blood specimen for alcohol testing;
- In the case of a directly observed or monitored collection in a drug test, failed to permit the observation or monitoring of the employee's provision of a specimen;

- Failed to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- Failed or declined to take a second test that the Village or collector has directed the employee to take;
- Failed to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the Village;
- Refused to allow collection of specimens for drug and/or alcohol testing by a treating medical facility during the course of treatment following an "accident", or refused to allow the Village access to medical records containing the results of such tests, or any attempt by an employee to block the release of such specimens or medical records;
- Failed to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or
- Is reported by the MRO as having a submitted or attempted to submit a verified adulterated, diluted, or otherwise altered or substituted specimen.

### **13. MEDICATIONS THAT MAY ALTER OR AFFECT THE DRUG TEST**

Some common medications may alter or affect a test result are listed below for your information. Due to the large number of obscure brand names and the marketing of new products, this list cannot, and is not intended to, be all-inclusive.

**ALCOHOL** - All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).

**AMPHETAMINES** - Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.

**CANNABINOIDS** - Marinol (Dronabinol, THC).

**COCAINE** - Cocaine HCl topical solution (Roxanne). **PHENCYCLIDINE** Not legal by prescription.

**METHAQUALONE** - Not legal by prescription.

**OPIATES** - Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin.

**BARBITURATES** - Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad.

**BENZODIAZEPINES** - Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

**METHADONE** - Dolophine, Metadose. **PROPOXYPHENE** Darvocet, Darvon N, Dolene.

### **14. EMPLOYEE ASSISTANCE PROGRAMS (EAP)**

Narcotics Anonymous Help-line: (772) 232-8676  
Alcoholics Anonymous (Martin County): (772) 283-9337

The Village does not promote or recommend any specific program or organization for treatment. Other options for treatment can be located online or through various social service organizations.

#### **15. MANDATORY TESTING AND SPECIAL RISK EMPLOYEES ENTERING INTO EAP OR REHABILITATION PROGRAMS**

Mandatory Testing and Special Risk employees who enter an EAP or drug rehabilitation program must be assigned to a position other than a position classified as Mandatory Testing or Special Risk. If no such position is available, the employee must be placed on leave where the employee must use accumulated paid leave before the leave becomes unpaid.

#### **16. EFFECTIVE DATE OF DRUG FREE WORKPLACE POLICY**

This Drug-Free Workplace Policy is effective sixty (60) days after adoption and supersedes any prior policies.

### **6.6 SMOKE-FREE AND TOBACCO-FREE WORKPLACE**

The Village of Indiantown is dedicated to providing a comfortable, productive, and healthy work environment for its employees. As a further step to ensure conformity to Florida's Clean Indoor Air Act, all Village owned/leased buildings, parks and vehicles are entirely smoke-free and tobacco-free. Smoking and tobacco use is strictly prohibited in all areas, including without limitation, vehicles, hallways, restrooms, private offices, open indoor work spaces, waiting/reception rooms, conference/meeting rooms, lobby, lunch rooms, and all indoor community areas under the Village's ownership or control or in any circumstance when the employee is in view of the public in their capacity as a Village employee. Under this policy, smoking means inhaling, exhaling, burning, carrying or possessing any lighted tobacco product or any simulated smoking device including without limitation nicotine vapor, and related products or the use of tobacco, including smokeless tobacco, in any manner whatsoever.

## **SECTION 7 - SEPARATIONS**

### **7.1 TYPES OF SEPARATIONS**

Separations from employment with the Village are designated as one of the following types, with, applicable Human Resource documents showing the reason for the separation, and the last day and hour worked as determined by the Village Manager.

1. Resignation
2. Retirement
3. Death
4. Reduction in force
5. Dismissal
6. End of Temporary Assignment

### **7.2 RESIGNATION**

Resignation is defined as an action whereby an employee voluntarily leaves Village of Indiantown employment with or without giving notice. An employee wishing to leave the Village in good

standing shall file a written resignation, stating the date and reasons for leaving. Such notice must be given two weeks prior to the date of separation. Failure to comply with this courtesy may be cause for denying such employee re-employment with the Village.

Unauthorized absences from work for a period of three consecutive days or more constitute the abandonment of a position and shall be considered a resignation.

### **7.3 RETIREMENT**

Retirement is defined as a procedure whereby an employee separates from the Village for reasons of length of service or disability.

### **7.4 DEATH**

When an active employee is terminated due to death, the date of termination (date of separation) will be the date of death. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the spouse and, if no spouse, to the adult child or children, and if no adult children over the age of 18, to the father or mother. If there is no father or mother, then payment shall be made in accordance with orders or letters of administration received through the estate or probate process.

### **7.5 REDUCTION IN FORCE**

When it becomes necessary to reduce the number of employees within a department because of lack of funds, shortage of work, the abolishment of a position, reorganization, or other causes which do not reflect discredit on the service of the employees, the following steps will be considered:

1. First, consideration will be given to the Village budget and required staffing levels to meet the Village needs.
2. Once positions have been identified for reduction, employees within a position shall be separated from employment using the following criteria:
  - a. Individual performance (past and current performance, including any disciplinary issues)
  - b. Required skills and qualifications to meet future needs.

Employees who have been laid-off may apply for future job openings.

### **7.6 EXIT INTERVIEWS**

Upon the Village's request, an employee who resigns or retires shall complete an exit interview upon leaving Village employment. Such interviews allow the Village to understand the employee's reasons for leaving and to resolve any questions regarding compensation, insurance continuation, return of Village property, or other related matters.

### **7.7 RETURN OF PROPERTY AND FINANCIAL OBLIGATIONS**

At the time of separation, all records, books, assets, uniforms, keys, tools, and other items of Village property in the employee's custody shall be returned to the department. Certification of

such return shall be made by the employee's supervisor. Any monies due because of shortages shall be deducted from the final paycheck due or collected through appropriate action in accordance with applicable wage and hour laws.

Any outstanding debts incurred by an employee, such as shortages in leave accounts, deductions for the loss or abuse of Village property or other financial obligations which are due the Village may be deducted from the employee's final pay check and/or termination leave pay in accordance with applicable wage and hour laws. This rule shall be excepted only when other appropriate arrangements have been made and approved in writing by the Village Manager.

## **SECTION 8 – STANDARDS OF CONDUCT**

### **8.1 POLICY ON ETHICS**

To avoid misunderstandings and conflicts of interest which could arise, all employees are bound by the standards set forth in Florida Statutes Chapter 112, Code of Ethics for Public Officers and Employees.

### **8.2 CONFLICT OF INTEREST**

Employees who may be in a position to influence actions and decisions of the Village shall refrain from relationships which may adversely affect the exercise of their independent judgment in dealing with suppliers of goods or services.

### **8.3 EMPLOYMENT OF FAMILY MEMBERS**

Family members of a Village employee may not regularly work in a position where a direct or indirect reporting relationship exists, which could cause a conflict of interest.

Family members are defined as: parent, sister, brother, spouse, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, first cousins, grandchildren, and grandparents of the employee or spouse.

No employee may participate in, either directly or indirectly, employment decisions that may involve a direct benefit (such as work assignments, performance reviews, job classifications, hiring, or discipline) to a domestic partner or a romantic partner.

### **8.4 OUTSIDE EMPLOYMENT**

Subject to Departmental rules, employees are not prohibited from engaging in other employment during their off-duty hours. However, Village employment shall be considered the primary employment and no employee may engage in outside employment which would interfere with the interest of the Village.

Any employee who obtains full-time or part-time employment elsewhere while on authorized leave of absence without pay is subject to termination of his or her position with the Village unless the employee obtained prior approval from the Village Manager.

### **8.5 SOLICITATION AND DISTRIBUTION**

Employee contributions to recognized charitable organizations are purely voluntary. No coercion of an employee to make contributions shall be permitted.

Employees of the Village are prohibited from engaging in selling merchandise or soliciting while the employee is on working time or the employee to be solicited is on working time. Work time does not include authorized break periods, meal times, or before or after work.

E-mail, facsimile machines, voice mail, and any other Village provided communication method may not be used to advertise or solicit employees for non-work related or non-official Village events.

## **8.6 DRESS AND APPEARANCE**

Village employees are expected to maintain high personal standards. One of the most noticeable expressions of these personal standards is dress and appearance. No attempt is made to set specific standards. The important factor is the overall impression created. What is appropriate for employees in one department may not be appropriate for another. Adopted Departmental policies must be adhered to.

## **8.7 GENERAL PROHIBITIONS**

Employees are expected to be aware that they are public employees and to conduct themselves in a manner which shall in no way discredit the Village, public officials, fellow employees, or themselves.

No employee shall make any false statement, certificate, mark, rating or report concerning any test, certification, or appointment made under the provisions of these rules or in any manner commit or attempt to commit any fraud preventing the impartial execution of these rules.

No employee shall, directly or indirectly, give, pay, offer, solicit, or accept any money, service or other valuable consideration for any appointment, proposed appointment, promotion, or proposed promotion to, or any advantage in, a position in the Village.

No employee shall deceive or obstruct any person in their right to examination, eligibility, certification, or appointment under these rules, or furnish to any person any special or confidential information for the purpose of affecting the rights or prospects of any person with respect to employment with the Village.

No employee whose duties involve the use of a badge, card, or clothing insignia as evidence of authority or for identification shall permit such badges, cards, or insignia to be used or worn by anyone who is not authorized to use or wear them nor permit them to be out of his/her possession without good cause or approval of the Village Manager. Such badges, cards, and insignia shall be used only in the performance of the official duties of the positions to which they are related.

## **8.8 EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

It is the express policy of the Village of Indiantown to engage in a program of compliance with all applicable Federal, State, and local laws regarding recruitment, hiring, and promoting people on the basis of demonstrated ability, experience, and training without regard to race, color, religion, sex, age, national origin, ancestry, marital, veteran or military status, disability, genetic information, sexual orientation, gender identity or expression, pregnancy, or any other protected

status in accordance with applicable law. This subject requires continuous action at all levels to assure legal and moral compliance with the spirit of the policy.

Any employee of the Village of Indiantown who feels that s/he or another employee has been the victim of discrimination must notify the Village Manager immediately. Employees may also notify their Village Manager or supervisor regarding a complaint.

Employees have an obligation to bring complaints forward under the Equal Employment Opportunity policy and procedure, if they experience or witness conduct contrary to the policy. Employees will not be retaliated against for bringing a complaint forward in good faith. Every effort will be made to keep the employee names confidential, to the extent possible consistent with the need to conduct an adequate investigation and compliance with applicable laws and regulations. Any employee found to have violated this policy of EEO is subject to appropriate disciplinary action, up to and including dismissal from employment. In this manner, the Village strives to ensure a work environment that provides equal opportunity to all.

## **8.9 CIVILITY IN THE WORKPLACE**

The Village encourages a workplace environment that respects the dignity of all employees. For this reason, all employees should maintain a high degree of civility and respect with co-workers, subordinates, and superiors. Verbal, psychological, or physically abusive behavior or harassment is counterproductive to the desire for teamwork among all employees, levels of management, and in relationships with elected officials, and the public. Use of abusive language and behavior is disruptive to these goals and will be subject to disciplinary action and will not be tolerated by the Village.

## **8.10 POLICY AGAINST HARASSMENT**

The Village does not tolerate unlawful harassment of any of our employees, customers, vendors, suppliers, or independent contractors. Any form of harassment which violates applicable federal, state, or local law, including, but not limited to harassment related to same sex harassment or an individual's race, color, religion, sex, age, national origin, ancestry, marital, veterans or military status, disability, genetic information, sexual orientation, gender identity or expression, pregnancy, or any other protected status in accordance with applicable law is a violation of this policy and will be treated as a disciplinary matter. For these purposes the term "harassment" is based upon a protected category and includes (without limitation) slurs and any other offensive remarks; jokes, other verbal, graphic, or physical conduct; leering, making offensive gestures, displaying of sexually suggestive or other offensive objects or pictures, cartoons, or posters; sexual advances, propositions, or requests; verbal abuse, graphic verbal commentaries about an individual's body or other protected category, sexually degrading words used to describe an individual, suggestive or obscene letters, notes, or invitations; or physical conduct, such as touching, assault, battery, impeding, or blocking movements. Questions about what constitutes harassing behavior should be directed to a supervisor.

Violation of this policy will subject an employee to disciplinary action, up to and including discharge.

If you feel that you are being harassed by another employee, you must immediately contact your Supervisor or the Village Manager. You may be assured that you will not be penalized in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible and corrective action will be taken where warranted. The Village prohibits employees from hindering internal investigations and internal complaint procedure. All complaints of unlawful harassment which are reported as provided herein will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

Harassment of employees in connection with their work by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee must immediately report such harassment to their Supervisor or the Village Manager. Appropriate action will be taken against violation of this policy by any non-employee.

Harassment of our customers or employees of our customers, vendors, suppliers, or independent contractors, by our employees is also strictly prohibited. Such harassment includes sexual advances, offensive verbal or physical conduct based on a protected category, inappropriate comments based on a protected category, and insults based on a protected category. Any such harassment will subject an employee to disciplinary action, up to and including immediate discharge.

Your notification of the problem is essential. The Village cannot resolve a harassment problem without becoming aware of the situation. Therefore, it is your responsibility to bring those kinds of problems to our attention immediately so that the Village can take appropriate steps to correct the problem.

If the Village finds that an employee has violated the Village policy, appropriate disciplinary action will be taken, up to and including termination of employment.

## **8.11 SEARCHES AND INSPECTIONS**

Employees should understand that there is no expectation of privacy on Village premises. In order to protect the safety and property of all employees, the Village reserves the right to inspect all areas and all items brought into Village's physical premises (even if locked with an employee owned locking device) including, but not limited to, work areas, desks, computers, cabinets, personal articles, clothes, lockers, packages, containers, bags, purses, briefcases, vehicles, and other items on Village property in furtherance of this policy except as explicitly prohibited by law. Refusal to cooperate with the Village in any lawful search or investigation may result in discipline, up to and including immediate dismissal.

## **8.12 DISCIPLINARY ACTION**

It is the intent of the Village that effective supervision and employee relations shall avoid most matters which necessitate disciplinary action.

Infractions of any Village policies (including Departmental policies) shall subject the employee to disciplinary actions, up to and including immediate dismissal. Without limiting the generality of the foregoing, the list below includes circumstances for which employees may be disciplined, up to and including dismissal:

1. Inefficient use of time, e.g.
  - a. wasting time, loitering, spending time on other than assigned duties, quitting work, or leaving assigned work area during working hours without permission;



- b. poor performance, incompetency, inefficiency, or negligence in the performance of duty;
  - c. abuse of leave privileges, e.g., taking more than the specified time for meals or break periods, unauthorized leave/absences, being absent without permission or leave, and repeated tardiness or absenteeism;
- 2. Safety issues, e.g.
  - a. violating a safety rule or safety practice;
  - b. failing to immediately report an accident or personal injury in which the employee was involved while on the job;
  - c. creating or contributing to unsafe or unsanitary conditions;
  - d. carelessness which affects the safety of the public, Village personnel, equipment, tools, or property.
- 3. Inappropriate Behavior, e.g.
  - a. Violation of the Ethics Policy, including without limitation receiving or soliciting from any person, or participating in any fee, gift, or other valuable thing in the course of work, when such fee, gift, or other valuable thing is given in the hope or expectation of receiving a favor of better treatment than that accorded other persons;
  - b. failure to comply with requirements set forth in approved departmental rules, regulations, policies, standard operating procedures, general guidelines and Standards of Conduct;
  - c. threatening, intimidating, coercing, or interfering with fellow employees or supervisors at any time, including using abusive language;
  - d. falsifying personal or Village records, including employment applications, accident records, work records, purchase orders, time sheets, or any other report, record, application, or claim;
  - e. insubordination, including refusal to perform work assigned, or to comply with written or verbal instructions of his/her supervisor, except that which is deemed illegal, unsafe, or contrary to Village policy;
  - f. unauthorized use or display of firearms, explosives, or weapons on Village property;
  - g. unlawful or improper conduct, or indecency, either on or off the job, which would tend to affect the employee's relationships to the job, fellow workers, reputation, or goodwill in the community or Village;
  - h. possession of alcoholic beverages in or on Village property (excluding unopened containers in personal vehicles); reporting for work having alcohol present in one's system;
  - i. abuse or misuse of controlled substances or of any chemical substance or medication during the work day or reporting for work having controlled substances present in one's system, excluding prescription drugs prescribed by a licensed medical professional;
  - j. showing discourtesy to persons with whom the employee comes in contact while in the performance of duties;
  - k. permitting another person to use an employee's identification card, unauthorized use of another person's card, or altering an identification card;
  - l. being convicted of a misdemeanor of the first degree, as defined by Florida Statutes, being convicted of a felony, or any violation involving moral turpitude while either on or off the job, which directly impairs employee's ability to perform the functions of his/her position;
  - m. violation of any rules, policies, or procedures.

All disciplinary actions shall be documented in writing; all disciplinary actions involving a police officer shall comply with applicable standards and regulations. In all cases, the Village Manager shall notify the employee of the action taken, and a copy of such notice shall be included in the employee's personnel folder, with a copy to the Village Manager and Village Clerk

The Village Manager must approve a suspension or dismissal of an employee.

## **SECTION 9 – GRIEVANCE PROCEDURE**

While all Village employees are classified as at-will, remain at-will and nothing herein changes the at-will nature of employment, this grievance procedure is available and may be used without fear of retaliation or discrimination for evaluation of personnel issues. Performance evaluations and ratings are not subject to the grievance procedure.

**Step 1:** If an employee feels s/he has a grievance, s/he shall, within ten working days after the employee had knowledge, or reasonably should have had knowledge of its occurrence, present the grievance in writing to his/her Village Manager, or the grievance shall be considered waived. The written grievance shall name the employee involved, shall state the facts giving rise to the grievance, the remedy requested, and shall be signed and dated by the aggrieved employee. The Village Manager shall submit his/her answer in writing within ten working days after receiving the employee's written grievance. The grievance may be resolved at that point if the adjustment is not inconsistent with the rules and regulations of this Personnel Policy Manual. If the grievance is not satisfactorily addressed, the employee may submit the written grievance at Step Two.

**Step 2:** If the grievance is not resolved in Step 1, the employee may present the grievance within ten working days to the Village Manager. If the grievance is not submitted to the Village Manager within the time limit stated above, it shall be considered waived. The Village Manager will conduct a meeting among the employee(s) and supervisor(s) and give the Village's answer within ten working days following the Step 2 grievance meeting. The Village Manager's response shall be final and binding on the employees involved.

## **SECTION 10 - MISCELLANEOUS**

### **10.1 SEVERE WEATHER/ EMERGENCY DECLARATION POLICY**

In the event that a local Declaration of Emergency is declared, such as in the case of severe weather that affects The Village of Indiantown, the Village will make every effort to notify all staff regarding the Village's decision to close offices or to remain open. The Village will also make the determination as to which employees are required to report to work during the Declaration of Emergency. In the event that Village offices are closed, all employees who are not required to report to work shall be paid their normal rates of pay/salary for the day. Only personnel designated for emergency status or receiving a specific request from their supervisors shall report for work. If Village offices remain open, a "liberal leave" policy shall be in effect, whereby those employees who choose not to report for work may utilize whatever options of paid leave are available to them for the day.

## **VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM**

MEETINGDATE: December 13, 2018

MEETING TYPE: Council

AGENDA ITEM TITLE: Review of Draft Finding of Necessity for a CRA

SUMMARY OF ITEM: Martin County established the 5,200-acre Indiantown Community Redevelopment Area (CRA) in 2002 as part of the County Community Redevelopment Agency. The Indiantown Redevelopment Plan was drafted in December of 2002 and adopted on May 13, 2003 by the Martin County Board of County Commissioners. Between 2002 and 2017, the Martin County CRA implemented several projects in the CRA plan, investing \$3.4 Million in Indiantown. Most notable was Carter Park, a joint project of the Martin County CRA, Martin County Engineering, Martin County Habitat for Humanity and the Martin County Boys and Girls Club. Located between 173<sup>rd</sup> Avenue and SW 174<sup>th</sup> Court, North of West Farm Road, the approximately \$2.3 Million project included 40 homes built by Habitat for Humanity.

On December 31, 2017, the Village of Indiantown was established, comprising much of the Indiantown CRA area. With the incorporation of the Village, the CRA area is no longer under the County's jurisdiction. With the boundaries of the municipality and the Indiantown CRA no longer congruent, the Village of Indiantown Council voted, at its April 26, 2018 meeting, to request that the Martin County Community Redevelopment Agency and the Martin County Board of County Commission sunset the Indiantown Community Redevelopment Area. On August 14, 2018, the Martin County Board of County Commissioners held an advertised Public Hearing to dissolve the Indiantown CRA. This was approved by a majority vote.

This discussion item will include a draft Finding of Necessity which is the first step in establishing a Community Redevelopment Area. The Village of Indiantown must adopt a resolution, supported by data and analysis, which makes a legislative finding that the conditions in the area meet the criteria described in FSS 163.340(7) or (8). Staff has drafted a Finding of Necessity for the Council to review and provide comments. Staff will also present maps with a suggested boundary to discuss and comment.

RECOMMENDATION: Review the draft Finding of Necessity for the Village of Indiantown, provide comments and direct staff to prepare a resolution to be presented at a future meeting and provide the required notice.

PREPARED BY: Bonnie C. Landry, AICP

DATE: 12/7/2018

REVIEWED BY: Wade Vose, Village Attorney

DATE: 12/7/2018

APPROVED BY: Teresa Lamar-Sarno

DATE: 12/9/2018

ATTACHMENTS:

Description

Draft FON

# Village of Indiantown

[www.Indiantown.org](http://www.Indiantown.org)

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## Community Redevelopment Agency Finding of Necessity Report

November 30, 2018

Prepared by Bonnie C. Landry, AICP  
[blandry@indiantown.org](mailto:blandry@indiantown.org)

**BONNIE LANDRY**  
& ASSOCIATES Professional Planning Services



### Village Council

Susan Gibbs Thomas, Mayor

Guyton Stone, Vice Mayor

Jackie Gary Clarke

Anthony D. Dowling

Janet Hernandez

### Village Administration

Teresa Lamar-Sarno, Village Manager

Wade Vose, Village Attorney

Cherie White, Village Clerk

### History and Background

Martin County established the 5,200-acre Indiantown Community Redevelopment Area (CRA) in 2002 as part of the County Community Redevelopment Agency. The Indiantown Redevelopment Plan was drafted in December of 2002 and adopted on May 13, 2003 by the Martin County Board of County Commissioners. Between 2002 and 2017, the Martin County CRA implemented several projects in the CRA plan, investing \$3.4 Million in Indiantown. Most notable was Carter Park, a joint project of the Martin County CRA, Martin County Engineering, Martin County Habitat for Humanity and the Martin County Boys and Girls Club. Located between 173<sup>rd</sup> Avenue and SW 174<sup>th</sup> Court, North of West Farm Road, the approximately \$2.3 Million project included 40 homes built by Habitat for Humanity. In addition, a Total Maximum Daily Load (TMDL) grant from the Department of Environmental Protection addressed storm water runoff treatment and pollution reduction in the project area.

On December 31, 2017, the Village of Indiantown was established, comprising much of the Indiantown CRA area. With the incorporation of the Village, the CRA area is no longer under the County's jurisdiction. With the boundaries of the municipality and the Indiantown CRA no longer congruent, the Indiantown CRA needed to sunset.

At its April 26, 2018 meeting, the Village of Indiantown Council voted to request that the Martin County Community Redevelopment Agency and the Martin County Board of County Commission sunset the Indiantown Community Redevelopment Area. On August 14, 2018, the Martin County Board of County Commissioners held an advertised Public Hearing to consider the Indiantown CRA, passing a motion to dissolve the Indiantown CRA.



Despite successful projects like the Carter Park development and other investments, much of the vision for the Indiantown CRA remains unfulfilled. Inadequate street layout, unsanitary conditions, and deteriorating structures continue to hamper both quality of life and redevelopment opportunities.

To effectively correct these obstacles and deliver on the promise of the Village of Indiantown and its residents, the Village Council proposes to establish a Community Redevelopment Agency as authorized by Florida State Statute 163. This report will demonstrate that the proposed CRA area meets the requirements for “blight” and “slum” as described in the statute.



### Legal Requirements

Florida Statute Section 163.340 establishes requirements for the Finding of Necessity as follows:

**163.355 Finding of necessity by county or municipality.**—No county or municipality shall exercise the community redevelopment authority conferred by this part until after the governing body has adopted a resolution, supported by data and analysis, which makes a legislative finding that the conditions in the area meet the criteria described in s. 163.340(7) or (8).

The resolution must state that:

(1) One or more slum or blighted areas, or one or more areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, exist in such county or municipality; and

(2) The rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.

**163.340 Definitions.**—The following terms, wherever used or referred to in this part, have the following meanings:

(7) “Slum area” means an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

(a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;

- (b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code; or
- (c) The existence of conditions that endanger life or property by fire or other causes.

(8) “Blighted area” means an area in which there are a substantial number of deteriorated or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to economic distress; and in which two or more of the following factors are present:

- (a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.
- (b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
- (d) Unsanitary or unsafe conditions.
- (e) Deterioration of site or other improvements.
- (f) Inadequate and outdated building density patterns.
- (g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
- (h) Tax or special assessment delinquency exceeding the fair value of the land.

- (i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality.
- (j) Incidence of crime in the area higher than in the remainder of the county or municipality.
- (k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality.
- (l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.
- (m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area.
- (n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.
- (o) A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.

However, the term “blighted area” also means any area in which at least one of the factors identified in paragraphs (a) through (o) is present and all taxing authorities subject to s. 163.387(2)(a) agree, either by interlocal agreement with the agency or by resolution, that the area is blighted. Such agreement or resolution must be limited to a determination that the area is blighted. For purposes of qualifying for the tax credits authorized in chapter 220, “blighted area” means an area as defined in this subsection.

### Methodology

In the Fall of 2018, a study of existing conditions in the proposed Community Redevelopment Agency area was completed to evaluate the presence of slum and blight conditions as defined by Florida Statute Section 163.340.

The study included:

- A review of historical data from the recently sunsetted Indiantown CRA
- Analysis of current data from the Martin County Property Appraiser, Martin County Tax Collector, Martin County CRA, and the Village of Indiantown
- Field observations in the proposed CRA area
- Collection of photographic evidence in the proposed CRA area

This report documents the findings of the study in the context of Florida Statute Section 163.340 and provides a final recommendation to the Village Council.

### Analysis of Slum Conditions

Florida Statute Section 163 establishes three criteria for establishing physical or economic slum conditions. One or more criteria must be met to establish a need for a CRA. The study of the proposed CRA area found two of the three criteria as described below.

- (a) Inadequate provision for ventilation, light, air, **sanitation** or open spaces;

The criterion of inadequate sanitation is established by the lack of adequate access to water and sewer lines in sections of the proposed CRA area. Lack of sewer and water connections directly leads to inadequate sanitation.

- (c) The existence of **conditions that endanger life or property by fire or other causes**.

This criterion is established by multiple conditions documented by this study:

- Roadway infrastructure – Poor infrastructure on some roadways in the proposed CRA area leads to flooding, endangering property along the affected roadways and the safety of those using them.
- Dilapidated buildings – The poor condition of many structures in the proposed CRA area endangers life and property.
- Abandoned vehicles – The presence of abandoned vehicles on properties in the proposed CRA area constitute a hazard to life and property.

### Analysis of Blight Conditions

Florida Statute Section 163 establishes 15 criteria for recognizing a blighted area. Two or more criteria must be met to establish a need for a CRA. Review of structures and conditions in the proposed CRA area identified three qualifying criteria as described below.

- (a) Predominance of **defective or inadequate street layout**, parking facilities, **roadways**, bridges, or public transportation facilities;


Inadequate street layout and infrastructure in the proposed CRA area contribute to a lack of safety and development opportunities:

- Many neighborhoods are designed on individual grids without interconnectivity and can only be reached via Warfield Boulevard, preventing development.
- Lack of sidewalks, crosswalks, streetlights, and traffic signals leads to unsafe conditions for both motorists and pedestrians.
- Lack of water and sewer lines and connections limits development potential.
- Inadequate infrastructure and lack of maintenance leads to flooding and other hazardous driving conditions.

- (d) **Unsanitary or unsafe conditions**

As established in **Analysis of Slum Conditions**, a lack of adequate access to water and sewer lines in sections of the proposed CRA area leads to unsafe, unsanitary conditions. Flooding on roadways and along canals also constitutes a lack of safety for people and property. Both contribute to blight and limit development opportunities in the area.

- (e) **Deterioration of site or other improvements;**



The study revealed a prevalence of commercial and residential property in disrepair or other states of deterioration. Antiquated and inadequate structures further encourage disinvestment in the area.

### Conclusions and Recommendations

The proposed CRA area meets and exceeds the Finding of Necessity criteria established in Florida Statute Section 163.340. Specifically, the area meets two criterion for “slum” conditions and three criteria for “blight” conditions.

Accordingly, it is the recommendation of this report that the Indiantown Village Council approve this Finding of Necessity and move forward to establish the Village of Indiantown CRA.





### Exhibit 1: Map of Proposed CRA Area

\*To be inserted\*

### Exhibit 2: Representative Photos of Conditions



Figure 1



Figure 2



Figure 3



Figure 4



Figure 5



Figure 6





Figure 7



Figure 8



Figure 9



Figure 10



Figure 11



Figure 12





Figure 13



Figure 14



Figure 15



Figure 16



Figure 17



Figure 18





Figure 19



Figure 20



Figure 21



Figure 22



Figure 23



Figure 24





Figure 25



Figure 26



Figure 27



Figure 28



Figure 29