



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

February 8, 2024  
6:30 PM  
15516 SW Osceola St Suite B, Indiantown, Florida 34956  
Indiantown, FL 34956

**VILLAGE COUNCIL**  
SUSAN GIBBS THOMAS, MAYOR  
ANGELINA PEREZ, VICE MAYOR  
CARMINE DIPAOLO  
GUYTON STONE  
JANET HERNÁNDEZ

**ADMINISTRATION**  
TARYN KRYZDA, VILLAGE MANAGER  
LARHONDA MCBRIDE, VILLAGE CLERK  
WADE C. VOSE, ESQ., VILLAGE ATTORNEY

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

**Special Needs:** If anyone attending this meeting requires a reasonable accommodation, please contact LaRhonda McBride, Village Clerk, by telephone at (772) 597-9900 or by email at [lmcbride@indiantownfl.gov](mailto:lmcbride@indiantownfl.gov) 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 Agenda:** Those matters included under the Consent Agenda 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 Agenda 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**

## **CALL TO ORDER**

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **ADDITIONS, DELETIONS, PULLED ITEMS OR OTHER MODIFICATIONS**

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

1. National Human Trafficking Prevention Month
2. Proclaiming February as Black History Month
3. Proclamation 211 Awareness Month
4. Proclamation American Heart Month
5. Sedron Technologies Inc. Presentation

## **PUBLIC COMMENT (3 MINUTES EACH)**

*-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**

## **COMMITTEE REPORTS**

## **COMMENTS BY VILLAGE MANAGER**

## **APPROVAL OF AGENDA**

## **CONSENT AGENDA**

6. Approval of Minutes January 25, 2024
7. Acceptance of Utility Easements for Water Main Looping Project from I-Town Rail & Commerce, LLC, Martin County, and the Martin County School District

8. Approval of Rehabilitation on Well #6.
9. Employment Agreement for Village Manager Taryn Kryzda

**QUASI-JUDICIAL HEARINGS (ITEMS MAY ALSO BE UNDER ORDINANCES OR RESOLUTIONS, AS APPROPRIATE)**

**REGULAR AGENDA**

10. Council to Provide Individuals for Parks and Recreation Fact-Finding Committee
11. Authorization to Participate in and Co-Sponsor the 2024 Independence Day Fireworks Show in Cooperation with the Indiantown Chamber of Commerce
12. Councilman Dipaolo Requests a Change to the Village's Land Development Regulations to Address Gated Communities

**FIRST READING ORDINANCES**

**SECOND READING ORDINANCES**

**DISCUSSION ITEMS**

**ANNOUNCEMENTS**

**NEXT REGULAR MEETING (ANNOUNCE TIME, DATE AND LOCATION)**

**ADJOURNMENT**

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: February 8, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: National Human Trafficking Prevention Month

SUMMARY OF ITEM: National Human Trafficking Prevention Month

FISCAL IMPACT  
STATEMENT:

RECOMMENDATION:

PREPARED BY: LaRhonda McBride, Village Clerk

DATE: 1/30/2024

ATTACHMENTS:

Description

National Human Trafficking Prevention Month

# Proclamation



## NATIONAL HUMAN TRAFFICKING PREVENTION MONTH JANUARY 2024

**WHEREAS**, Human trafficking is a public health issue and crime that exploits the most vulnerable among us and weakens the health and well-being of individuals, families, and communities across generations;

**WHEREAS**, more than 20 years since the passing of the Trafficking Victims Protection Act, human trafficking still exists- including forced or fraudulent recruitment, harboring, or transportation of people, an estimated 27.6 million people are subjected to human trafficking globally, including cases of human trafficking reported in every U.S. state and territory;

**WHEREAS**, human trafficking can happen to anyone, but certain populations that are disproportionately at risk, including people affected by abuse, violence, poverty, unstable living situations, social disconnection, or discrimination;

**WHEREAS**, people can be trafficked in person and online; in industries such as restaurants, domestic work, construction, agriculture, and factories; and by strangers or someone they know, including employers, partners, and family members. Human trafficking can be prevented by building individual, community, and societal understanding and resilience, reducing social inequities, and addressing the conditions that contribute to exploitation;

**WHEREAS**, the Village of Indiantown is dedicated to ensuring anyone impacted by human trafficking can receive services that provide individualized care, understand the impact of trauma, and incorporate cultural and linguistic needs because a successful response to human trafficking requires a coordinated, community-wide effort

**NOW, THEREFORE**, I, Susan Gibbs Thomas, Mayor of the Village of Indiantown, Florida do hereby proclaim the month of January 2024, as National Human Trafficking Prevention Month in the Village of Indiantown, Florida, reaffirming our commitment to increase awareness and education on human trafficking, make resources available by building diverse public-private partnerships to support a more comprehensive response to prevent and respond human trafficking.

**IN WITNESS WHEREOF** I have hereto set my hand and caused the seal of the Village of Indiantown, Florida to be affixed this 8<sup>th</sup> day of February 2024.

ATTEST:

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LaRhonda McBride  
Village Clerk

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Susan Gibbs Thomas  
Mayor

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: February 8, 2024

MEETING TYPE: Regular Council Meeting

AGENDA ITEM TITLE: Proclaiming February as Black History Month

SUMMARY OF ITEM: Black History Month

FISCAL IMPACT N/A  
STATEMENT:

RECOMMENDATION: For informational purposes only

PREPARED BY: Renae Cherry

DATE: 2/2/2024

**ATTACHMENTS:**

Description

Proclamation Black History Month

# Proclamation



## Black History Month February 2024

**WHEREAS**, Black History Month is a time to recognize and celebrate the achievements and contributions of African Americans to our nation's history, culture, and society; and

**WHEREAS**, the observance of Black History Month provides an opportunity for all Americans to reflect on the significant roles that African Americans have played in shaping the fabric of our nation; and

**WHEREAS**, the struggles, triumphs, and legacies of African Americans have been instrumental in advancing civil rights, social justice, and equality for all people; and

**WHEREAS**, Black History Month serves as a reminder of the ongoing work needed to combat systemic racism, inequality, and discrimination in our communities; and

**WHEREAS**, it is important to honor the rich diversity and cultural heritage of African Americans, and to promote understanding, dialogue, and unity among all citizens.

**NOW, THEREFORE**, I, Susan Gibbs Thomas, Mayor of the Village of Indiantown, Florida do hereby proclaim February 2024, as Black History Month in the Village of Indiantown, Florida, and encourage all residents to join me and the Village Council in this celebration.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the Village of Indiantown, Florida to be affixed this 8<sup>th</sup> day of February, 2024.

ATTEST:

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LaRhonda McBride  
Deputy Village Clerk

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Susan Gibbs Thomas  
Mayor

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: February 8, 2024

MEETING TYPE: Regular Council Meeting

AGENDA ITEM TITLE: Proclamation 211 Awareness Month

SUMMARY OF ITEM: Proclamation 211 Awareness Month

FISCAL IMPACT STATEMENT: N/A

RECOMMENDATION: For informational purposes only

PREPARED BY: Renae Cherry

DATE: 2/2/2024

ATTACHMENTS:

Description

Proclamation 211 Awareness Month

# Proclamation



## 211 Awareness Month February, 2024

**WHEREAS**, access to information and resources is essential for individuals and families facing challenges and crises in our community; and

**WHEREAS**, 211 is a critical service that provides free, confidential, and multilingual assistance to individuals seeking information, support, and referrals to community resources; and

**WHEREAS**, 211 connects people in need with a wide range of services, including but not limited to, housing assistance, food support, mental health resources, employment services, and utility assistance; and

**WHEREAS**, 211 serves as a lifeline during times of crisis, natural disasters, and emergencies, offering a compassionate and reliable source of assistance and guidance; and

**WHEREAS**, 211 plays a vital role in strengthening our community by linking residents to the resources and support they need to overcome challenges, improve their quality of life, and build resilience.

**NOW, THEREFORE**, I, Susan Gibbs Thomas, Mayor of the Village of Indiantown, Florida, do hereby proclaim February, 2024, as 2-1-1 Awareness Month in the Village of Indiantown, Florida, and encourage all residents to join me and the Village Council in this celebration.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the Village of Indiantown, Florida to be affixed this 8<sup>th</sup> day of February 2024.

ATTEST:

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LaRhonda McBride  
Village Clerk

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Susan Gibbs Thomas  
Mayor

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: February 8, 2024

MEETING TYPE: Regular Council Meeting

AGENDA ITEM TITLE: Proclamation American Heart Month

SUMMARY OF ITEM: Celebrating and recognizing American Heart Month

FISCAL IMPACT STATEMENT: N/A

RECOMMENDATION: For informational purposes only

PREPARED BY: Renae Cherry

DATE: 2/2/2024

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: February 8, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Sedron Technologies Inc. Presentation

SUMMARY OF ITEM: The Village of Indiantown (Village) Council has requested that Sedron Technologies Inc. provide a presentation on their future plans for a Septage/Biosolid facility in the Village.

Representative(s) from Sedron Technologies Inc. will be providing that information to the Council and available to answer any questions the Council may have.

FISCAL IMPACT STATEMENT: N/A

RECOMMENDATION: The Council receives the presentation.

PREPARED BY: Tayn G. Kryzda

DATE: 1/30/2024

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: February 8, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Approval of Minutes January 25, 2024

SUMMARY OF ITEM: Approval of Minutes January 25, 2024

FISCAL IMPACT STATEMENT: N/A

RECOMMENDATION: Approval of Minutes January 25, 2024

PREPARED BY: LaRhonda McBride, Village Clerk

DATE: 2/2/2024

**ATTACHMENTS:**

**Description**

Regular Village Council Minutes January 25, 2024



**VILLAGE OF INDIANTOWN  
REGULAR VILLAGE COUNCIL MEETING MINUTES  
January 25, 2024  
6:30 PM**

**15516 SW Osceola Street, Suite C  
Indiantown, FL 34956**

**CALL TO ORDER:** 6:30 p.m.

**ROLL CALL:** LaRhonda McBride, Village Clerk

**PRESENT:** Mayor Susan Gibbs Thomas, Vice Mayor Angelina Perez, Council Member Carmine Dipaolo, Council Member Janet Hernández, and Council Member Guyton Stone  
*Staff:* Village Manager Taryn Kryzda, Village Attorney Wade C. Vose, and Village Clerk LaRhonda McBride, Debbie Resos Parks & Recreation Director, Pat Nolan Utilities & Public Works Director, Brian Green Parks & Recreation Supervisor, and Renae Cherry Assistant to the Village Clerk

**INVOCATION:** Howard L. Brown

**PLEDGE OF ALLEGIANCE:** Mayor Gibbs Thomas led the Pledge of Allegiance.

**ADDITIONS, DELETIONS, PULLED ITEMS OR OTHER MODIFICATIONS:** None

**PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS:**

1. Proclamation for E. Thelma Waters Day

Mayor Gibbs Thomas presented the proclamation.

Rossalyn Waters-Jensen spoke regarding the legacy of E. Thelma Waters and thanked the Council for honoring her.

2. Proclamation for House of Hope 40<sup>th</sup> Anniversary

Mayor Gibbs Thomas presented the proclamation.

Robert Ranieri spoke regarding House of Hope's current projects.

**PUBLIC COMMENT:**

Linda Nycum requested that Council Members conduct individual self-evaluations and release information to the public regarding the Sedron plant in Washington as well as what Council Members are involved in between Village Council meetings.

Phyllis Waters Brown announced that the fourth annual E. Thelma Waters Community Clean-Up would be held on Saturday, January 27, 2024, from 7:30 a.m. to 11:30 a.m. Volunteers should meet at Post Park or at the Parks & Recreation building at Booker Park and will be provided with breakfast. Jazz in the Park would be held the following Sunday, January 28, 2024, at Big Mound Park from 2:00 p.m. to 5:00 p.m.

**COMMENTS BY VILLAGE COUNCIL MEMBERS:**

Council Member Dipaolo stated that he had visited the Sedron plant and would hold meetings in Indianwood, Booker Park, and at the Civic Center to discuss his findings with interested members of the public.

Council Member Stone thanked all for joining.

Council Member Hernández thanked all in attendance and stated that she did not tour the Sedron plant. She stated that she has been focused on the water plant and would be happy to meet with anyone who would like to speak with her about city infrastructure.

Vice Mayor Perez thanked all for joining and thanked the Village staff for helping at the Park-It Market every Friday. She requested that Staff prepare a presentation regarding investing in emergency alarm systems for severe weather and other events.

Mayor Gibbs Thomas welcomed all to the meeting and announced that she would be running for a seat in the District 3 Martin County Commission. She advised that she would continue to maintain a friendly relationship with the current seat holder, Harold Jenkins, and that her current role as Mayor would not be affected until November 2024. She cautioned pet owners that there was a potential outbreak of canine parvovirus in the community and urged all to ensure their dogs' vaccinations are up to date and to avoid interactions with strange dogs. She stated that she had recently visited Tallahassee to meet with officials and advocate for Indiantown, noting that the State of Florida has funded Indiantown's needs and that she is working to keep their needs known to those who make a difference at the state level.

**COMMITTEE REPORTS:** None.

**COMMENTS BY VILLAGE MANAGER:**

Village Manager Kryzda had no comments.

### **APPROVAL OF AGENDA:**

**Motion was made to approve the Agenda by Council Member Dipaolo. Motion was duly seconded by Council Member Hernández and approved unanimously.**

### **CONSENT AGENDA:**

**Motion was made to approve the Consent Agenda by Council Member Dipaolo. Motion was duly seconded by Council Member Stone and approved unanimously.**

3. Approval of the Minutes of the Council Meeting of January 11, 2024

### **REGULAR AGENDA:**

4. **RESOLUTION NO. 001-2024**: A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, ESTABLISHING A PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR CREATION AND DUTIES OF THE BOARD, TERMS OF BOARD MEMBERS, MEETINGS AND ORGANIZATION OF THE BOARD, ABSENCES AND VACANCIES, AND STAFF TO THE BOARD; AND PROVIDING FOR FINDINGS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Village Manager Kryzda and Parks Director Deborah Resos provided an overview of the item.

Council Member Stone voiced his support for the advisory board.

Discussion ensued regarding board members' term limits.

Council Member Dipaolo suggested appointing a group of factfinders not bound by Sunshine Law to observe sports programs in other municipalities.

Vice Mayor Perez and Council Member Hernández voiced support for Council Member Dipaolo's proposal.

Discussion ensued regarding the circumstances under which appointed individuals would be governed by Sunshine Law, how to expand the pool of potential volunteers, whether members of the factfinding committee could be involved in the Board, and the number of people to be appointed to the committee.

**4a. Motion was made to establish a factfinding committee by Council Member Dipaolo. Motion was duly seconded by Council Member Hernández and approved unanimously.**

Rosendo Pacheco spoke in support of establishing the Parks & Recreation Advisory Board.

Barbara Clowdus spoke regarding the importance of developing strong youth sports programs.

**4b. Motion was made to adopt Resolution No. 001-2024 to create a Parks & Recreation Advisory Board by Council Member Hernández. Motion was duly seconded by Council Member Stone and approved unanimously.**

Mayor Gibbs Thomas clarified that the Council would put together the factfinding committee at the next Village Council meeting.

5. Discuss Having a Workshop on Affordable Housing

Village Manager Kryzda provided an overview of the item.

Discussion ensued regarding the importance of affordable housing.

Mayor Gibbs Thomas proposed holding public quarterly workshops led by financial institutions to educate residents on credit scores, loan applications, and other relevant topics. Additionally, she stated that the Land Development Regulations (LDRs) could offer incentives for the development of housing that is attainable based on the median income in the community.

Council Member Stone stated that private developers would not be interested in this and instead recommended partnering with Habitat for Humanity to build with volunteers on donated land.

Council Member Dipaolo disagreed and suggested looking for developers outside of Indiantown.

Discussion ensued regarding who would be involved in the workshop, potential incentives for developers, and leads on where to find property that could be developed.

Mayor Gibbs Thomas stated that there was an affordable housing symposium held in June 2023 at Indian River State College.

Village Manager Kryzda agreed to contact the organizers to request the information presented at the symposium.

Village Attorney Vose outlined the sections in the LDRs that incentivize developers to participate in affordable housing.

CEO of House of Hope Robert Ranieri advised that he participates in a housing committee, including builders, planners, and elected officials, that look at obstacles to affordable housing. He offered to share what they have learned and to be part of a task force if one is created.

Colleen Pachowicz recommended contacting Commissioner Jenkins to discuss the Martin County Community Land Trust.

Barbara Clowdus noted that the Village's Comprehensive Plan called for an affordable housing committee to have been formed by 2021.

Mayor Gibbs Thomas stated that the Village should start by holding workshops and fixing the LDRs.

Village Manager Kryzda stated that she would contact Mr. Ranieri to discuss workshops and would report back with more information at the next meeting.

Mayor Gibbs Thomas requested that the Village staff also prepare a presentation on the Sedron plant findings.

6. Approval of Amendment 2 to FDEP SRF Loan Agreement WW430310 to Authorize Leasing of Land Purchased with SRF Loan

Village Attorney Vose provided an overview of the item.

Mayor Gibbs Thomas asked whether lease payments from Sedron would go toward paying down the SRF loan.

Village Attorney Vose confirmed that lease payments would be committed to paying down the loan portion of any SRF loans.

**Motion was made to approve Amendment 2 to FDEP SRF Loan Agreement WW403310 by Council Member Dipaolo. Motion was duly seconded by Council Member Hernández and approved unanimously.**

7. Annual Evaluation of the Village Manager

Village Manager Kryzda provided an overview of the item.

Village Attorney Vose advised that annual evaluation was stipulated in the former village manager's contract.

Village Manager Kryzda stated that all Village employees receive an annual review in conjunction with a merit-based salary increase of up to 2% associated with positive annual review.

Village Manager Kryzda introduced Brian Green, who is working with both the Utilities and Parks & Recreation departments.

Council Member Dipaolo voiced his support for offering Village Manager Kryzda a contract to be the permanent Village Manager.

**Motion was made to direct Village Attorney Vose to prepare a contract for the full-time position of Village Manager to be presented to Taryn Kryzda, with terms equivalent to those set forth in the contract of the former Village Manager, by Council Member Dipaolo. Motion was duly seconded by Vice Mayor Perez and approved unanimously.**

Discussion ensued regarding the implementation of an annual review for the Village Manager.

**Motion was made to complete an evaluation following the approval of a contract by Council Member Hernández. Motion died for lack of a second.**

Village Attorney Vose suggested incorporating the annual review into the employment contract rather than making a motion.

Consensus was reached to stipulate annual review terms in the contract.

Discussion ensued regarding Village Manager Kryzda's interest in a full-time position.

**FIRST READING ORDINANCES:** None

**SECOND READING ORDINANCES:** None

**DISCUSSION ITEMS:** None

**ANNOUNCEMENTS:**

Mayor Gibbs Thomas reminded everyone of the several upcoming events:

- Community Clean-Up on Saturday, January 27, 2024, at 7:30 a.m.
- Jazz in the Park on Sunday, January 28, 2024, from 2:00 p.m. to 5:00 p.m. at Big Mound Park
- Park-It Market on Friday, January 26, 2024 at 10:00 a.m.
- A joint meeting between Indiantown, Stuart, the Martin County School District, and the Martin County Commission on Friday, February 2, 2024, at 9:00 a.m. at the Blake Library in Stuart

**NEXT REGULAR MEETING:** February 8, 2024

**ADJOURNMENT:** 8:31 p.m.

**ATTEST:**

**VILLAGE OF INDIANTOWN, FLORIDA**

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LaRhonda McBride  
Village Clerk

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Susan Gibbs Thomas,  
Mayor

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Date

## VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETING DATE: February 8, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Acceptance of Utility Easements for Water Main Looping Project from I-Town Rail & Commerce, LLC, Martin County, and the Martin County School District

SUMMARY OF ITEM: This item accepts utility easements for the Village's Water Main Looping Project from:

- I-Town Rail & Commerce, LLC
- Martin County
- Martin County School District

At its January 11, 2024, the Village Council accepted a utility easement for the project from Floridian Natural Gas Storage Company, LLC.

Staff is finalizing the receipt of utility easements from the following additional property owners, and anticipate placing such easements on a Council agenda for acceptance in the near future:

- Indiantown Cogeneration, L.P. (an FPL affiliate)
- Linda M. Post and David A. Ralicki, Successor Trustees of the Robert M. Post, Jr., Marital Trust
- Iris Wall, surviving spouse of Harris H. Wall

FISCAL IMPACT STATEMENT: N/A

RECOMMENDATION: Staff recommends acceptance of the easements.

PREPARED BY: Wade Vose, Village Attorney

DATE: 1/30/2024

### ATTACHMENTS:

#### Description

I-Town-Village-Utility Easement Executed by I-Town (01779616)

UE & Ex A - Executed by BOCC - VOI YMCA UE - 01.19.24 - 3913

MCSD-Indiantown Utility Easement-Signed

**Prepared by:**  
Wade C. Vose, Esq.  
Vose Law Firm LLP  
324 W. Morse Blvd.  
Winter Park, FL 32789

**Return Recorded Copy to:**  
Village Clerk  
Village of Indiantown  
P.O. Box 398  
Indiantown, FL 34956-0398

Tax Parcel ID: 26-39-38-001-000-0010-0  
Address: 13151 SW Silver Fox Lane

### **UTILITY EASEMENT**

**THIS INDENTURE** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between I-TOWN RAIL & COMMERCE, LLC, f.k.a. NAG PROPERTIES, LLC, a Florida limited liability company, with a mailing address of 19100 SW Warfield Boulevard, Indiantown, Florida 34956, as Grantor, and the Village of Indiantown, Florida, a Florida municipal corporation, with a mailing address of P.O. Box 398, Indiantown, FL 34956-0398, as Grantee.

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), other corporate entities, public bodies, and quasi-public bodies.)

### **WITNESSETH**

**WHEREAS**, Grantor is lawfully seized in fee simple and is in possession of that certain property situated in Martin County, Florida, as more particularly described on Exhibit "A" by metes and bounds and by sketch of the easement which is attached to and by this reference made a part of this document (hereinafter referred to as the "Easement Land");

**NOW, THEREFORE**, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby states as follows:

1. Grantor does hereby grant unto the Grantee, a non-exclusive water, wastewater, and reclaimed water utility easement in, on, under, through, and across the Easement Land, with the full and free right of ingress and egress for the purposes of the construction, installation, reconstruction, rebuilding, replacement, repairing, operation, distribution, and maintenance of utility improvements, facilities, and systems, and all appurtenances relative thereto, either on or below ground.

2. Grantor reserves the right to the full use and enjoyment of the Easement Land for all other lawful purposes that do not interfere with the rights conveyed to Grantee herein.

3. Grantee shall have the right and privilege from time to time to alter, improve, enlarge, add to, change the nature or physical characteristics or replace, remove or relocate such improvements,

facilities, or systems in, upon, under, through, and across the Easement Land along with all rights and privileges necessary or convenient for the full benefit and the use thereof for purposes described in this instrument, including, but not limited to, the right to clear obstructions within the Easement Land that might interfere with the purposes for which such improvements, facilities, or systems are or might be constructed, along with the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns, over the adjoining lands of the Grantor, its successors and assigns, including successors in title, for the purpose of maintaining the above improvements, facilities, and systems which are located in the Easement Land.

4. The Easement granted shall be binding upon the Grantor and its successors and assigns. This Easement shall not be released or amended in any manner without the written consent of all entities having improvements, facilities, or systems located within the Easement Land, and which consent must be evidenced by an instrument executed with the same formalities as this document.

5. Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Land and that it has good and lawful right to grant this Easement, and that the Grantee, its successors and assigns shall have all of the rights to the Easement Land as stated herein.

6. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto. The Grantor acknowledges that the Grantee has the right to assign the use of the Easement to a third party under the terms and provisions of this instrument.

7. Grantor warrants that to the best of Grantor's knowledge and belief, the Easement Land is free and clear of soil and ground water contamination. For and in consideration of ten dollars (\$10), receipt of which is acknowledged, Grantor shall indemnify and hold Grantee harmless for all claims and damages resulting from any such contamination.

8. Grantor shall not construct any permanent buildings, walls, fences, or other structures within the Easement Land without prior written approval of the Grantee or its successors or assigns. Grantor agrees that any such approved structures shall be installed at Grantee's risk and subject to removal if necessary to construct, operate, or maintain the installed or planned facilities of the Grantee or its successors or assigns. Grantor further agrees that Grantee shall not be responsible for any costs, claims, or damages resulting from the construction, removal, replacement, or disposal of such removed or replaced structures. Notwithstanding the foregoing, in the exercise of the rights granted herein, the Grantee shall utilize reasonable efforts and methods to avoid detrimentally affecting the railroad spur lying within and intersecting with the Easement area.

[ REST OF PAGE INTENTIONALLY LEFT BLANK. ]

IN WITNESS WHEREOF, the Grantor has caused this Utility Easement to be executed in Grantor's name.

Signed, sealed, and delivered  
in the presence of:

I-TOWN RAIL & COMMERCE, LLC, f.k.a.  
NAG PROPERTIES, LLC, a Florida limited  
liability company

Amy J. Moniz  
Witness  
Amy J. Moniz  
Printed Name

By: Gary L Hendry  
Gary L Hendry  
Manager

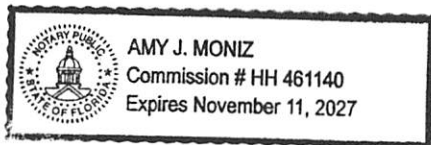
Louann Rutkowski  
Witness  
LOUANN RUTKOWSKI  
Printed Name

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 17<sup>th</sup> day of NOVEMBER, 2023 by Gary L. Hendry, Manager  
of I-TOWN RAIL & COMMERCE, LLC, f.k.a. NAG PROPERTIES, LLC, a Florida limited  
liability company, on behalf of the company, who is personally known to me or who has  
produced FL DRIVERS LICENSE as identification.

[Notary Seal]

Amy J. Moniz  
Notary Public



Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_

**ACCEPTANCE BY VILLAGE**

This UTILITY EASEMENT was accepted for public use by the Village of Indiantown, as authorized by action of the Village Council of the Village of Indiantown, Florida at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2023.

**VILLAGE OF INDIANTOWN**, a Florida  
municipal corporation

\_\_\_\_\_  
Susan Gibbs Thomas  
Mayor

ATTEST:

(Seal)

\_\_\_\_\_  
LaRhonda McBride, Village Clerk

**EXHIBIT "A"**  
**LEGAL DESCRIPTION TO ACCOMPANY SKETCH**  
LYING IN SECTIONS 26 & 27, TOWNSHIP 39 SOUTH, RANGE 38 EAST,  
MARTIN COUNTY, FLORIDA

**LEGAL DESCRIPTION:**

A STRIP OF LAND 30.00 FEET IN WIDTH LYING IN SECTION 26, TOWNSHIP 39 SOUTH, RANGE 38 EAST, MARTIN COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHERLY 30.00 FEET OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2967, PAGE 2167 OF THE MARTIN COUNTY, FLORIDA PUBLIC RECORDS.


ALSO DESCRIBED AS,  
BEGINNING AT THE NORTHWEST CORNER OF SAID LANDS ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST SILVER FOX LANE;

THENCE, SOUTH 53°39'15" EAST ALONG THE NORTHERLY LINE OF SAID LANDS AND SOUTHERLY RIGHT-OF-WAY LINE OF SEABOARD COASTLINE RAILROAD A DISTANCE OF 1784.57 FEET TO THE EASTERLY LINE OF SAID LANDS ALSO BEING THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 981, PAGE 2098 OF THE MARTIN COUNTY, FLORIDA PUBLIC RECORDS; THENCE, SOUTH 36°20'45" WEST ALONG SAID EASTERLY AND WESTERLY LINES A DISTANCE OF 30.00 FEET;

THENCE, NORTH 53°39'15" WEST ALONG A LINE THAT IS PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE AND NORTHERLY LINE OF OFFICIAL RECORDS BOOK 2967, PAGE 2167 A DISTANCE OF 1784.57 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST SILVER FOX LANE AND THE WESTERLY LINE OF OFFICIAL RECORDS BOOK 2967, PAGE 2167;

(CONTINUED ON SHEET 2)

**LEGEND**

|   |                         |
|---|-------------------------|
| LB  | = LICENSED BUSINESS     |
| LS  | = LICENSED SURVEYOR     |
| LTD.  | = LIMITED               |
| O.R.B.  | = OFFICIAL RECORDS BOOK |
| PG.   | = PAGE                  |
| P.O.B.  | = POINT OF BEGINNING    |
| R/W   | = RIGHT-OF-WAY          |
|  | = UTILITY EASEMENT      |

**SURVEYOR'S NOTES**

1. THE BEARINGS SHOWN HEREON ARE ASSUMED, BASED UPON THE NORTHERLY LINE OF LANDS DESCRIBED IN O.R.B. 2967, PG. 2167, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. SAID NORTHERLY LINE BEING SOUTH 53°39'15" EAST.
2. NO FIELDWORK WAS PERFORMED FOR THE PREPARATION OF THIS LEGAL DESCRIPTION AND SKETCH.

NOTE: SEE SHEET 3 OF 3 FOR SKETCH OF DESCRIPTION.

DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEET 3 OF 3 OF THIS DOCUMENT.

**THIS IS NOT A SURVEY**

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SKETCH AND DESCRIPTION SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

**Richard Barnes**

Digitally signed by Richard  
Barnes  
Date: 2023.08.07 10:44:05 -04'00'

RICHARD E. BARNES, JR.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA LICENSE No. LS - 5173  
rbarnes@bowman.com

DATE OF SIGNATURE

BOWMAN CONSULTING GROUP, LTD., INC.  
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 8030

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**Bowman**

Bowman Consulting Group, Ltd., Inc. Phone: (772) 263-1413  
301 SE Ocean Blvd. Fax: (772) 220-7881  
Suite 301, Stuart, Florida 34994 www.bowmanconsulting.com

o Bowman Consulting Group, Ltd.  
Professional Surveyors and Mapper Business Certificate # LB 8030

**UTILITY EASEMENT  
EXHIBIT "A"**

**I-TOWN RAIL AND COMMERCE**

**MARTIN COUNTY**

**FLORIDA**

|  |                    |
|--|--------------------|
| PATH: P:\New Projects\010605-01-016\Survey\Topo Boundary | DRAWN: D.L.        |
| PROJECT NO. 010605-01-016                                | REVISED DATE:      |
| CADD FILE: 010605-016 I-TOWN RAIL & COMM SKT             | SCALE: N/A         |
|  | DATE: AUG. 2, 2023 |
|  | SHEET 1 OF 3       |

**EXHIBIT "A"**  
**LEGAL DESCRIPTION TO ACCOMPANY SKETCH**  
 LYING IN SECTIONS 26 & 27, TOWNSHIP 39 SOUTH, RANGE 38 EAST,  
 MARTIN COUNTY, FLORIDA

**LEGAL DESCRIPTION:**  
 (CONTINUED)

THENCE, NORTH 36°20'45" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND WESTERLY LINE OF OFFICIAL RECORDS BOOK 2967, PAGE 2167 A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH,

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 39 SOUTH, RANGE 38 EAST, MARTIN COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT SAID NORTHWEST CORNER OF OFFICIAL RECORDS BOOK 2967, PAGE 2167 ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST SILVER FOX LANE;

THENCE, SOUTH 36°20'45" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST SILVER FOX LANE AND WESTERLY LINE OF OFFICIAL RECORDS BOOK 2967, PAGE 2167 A DISTANCE OF 1339.00 FEET;

THENCE, SOUTH 66°20'13" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST SILVER FOX LANE AND WESTERLY LINE OF OFFICIAL RECORDS BOOK 2967, PAGE 2167 A DISTANCE 75.04 TO THE POINT OF BEGINNING;

THENCE, SOUTH 34°53'49" WEST A DISTANCE OF 196.34 FEET;

THENCE, NORTH 53°39'56" WEST A DISTANCE OF 42.43 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST SILVER FOX LANE AND WESTERLY LINE OF OFFICIAL RECORDS BOOK 2967, PAGE 2167;

THENCE, NORTH 36°20'04" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST SILVER FOX LANE AND WESTERLY LINE OF OFFICIAL RECORDS BOOK 2967, PAGE 2167 A DISTANCE OF 131.28 FEET;

THENCE, NORTH 66°19'05" EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST SILVER FOX LANE AND WESTERLY LINE OF OFFICIAL RECORDS BOOK 2967, PAGE 2167 A DISTANCE OF 75.04 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 1.381 ACRES MORE OR LESS

NOTE: SEE SHEET 3 OF 3 FOR SKETCH OF DESCRIPTION.  
 DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH  
 OF DESCRIPTION AS SHOWN ON SHEET 3 OF 3 OF THIS  
 DOCUMENT.

**THIS IS NOT A SURVEY**

|   |  |  |  |             |                           |              |                    |  |            |              |
|---|--|--|--|-------------|---------------------------|--------------|--------------------|--|------------|--------------|
| <h1 style="margin: 0;">Bowman</h1>  | <p><b>UTILITY EASEMENT</b><br/> <b>EXHIBIT "A"</b><br/> <b>I-TOWN RAIL AND COMMERCE</b></p>  |  |  |             |                           |              |                    |  |            |              |
| <p>Bowman Consulting Group, Ltd., Inc. Phone: (772) 263-1413<br/>         301 SE Ocean Blvd. Fax: (772) 220-7881<br/>         Suite 301, Stuart, Florida 34994 <a href="http://www.bowmanconsulting.com">www.bowmanconsulting.com</a></p> | <p><b>MARTIN COUNTY</b> <span style="float: right;"><b>FLORIDA</b></span></p>  |  |  |             |                           |              |                    |  |            |              |
| <p>© Bowman Consulting Group, Ltd.<br/>         Professional Surveyors and Mapper Business Certificate # LB 8030</p>  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">PATH: P:\New Projects\010605-01-016\Survey\Topo Boundary</td> <td>DRAWN: D.L.</td> </tr> <tr> <td>PROJECT NO. 010605-01-016</td> <td>REVISED DATE</td> <td>DATE: AUG. 2, 2023</td> </tr> <tr> <td>CADD FILE: 010605-016 I-TOWN RAIL &amp; COMM SKT</td> <td>SCALE: N/A</td> <td>SHEET 2 OF 3</td> </tr> </table> | PATH: P:\New Projects\010605-01-016\Survey\Topo Boundary |  | DRAWN: D.L. | PROJECT NO. 010605-01-016 | REVISED DATE | DATE: AUG. 2, 2023 | CADD FILE: 010605-016 I-TOWN RAIL & COMM SKT | SCALE: N/A | SHEET 2 OF 3 |
| PATH: P:\New Projects\010605-01-016\Survey\Topo Boundary  |  | DRAWN: D.L.  |  |             |                           |              |                    |  |            |              |
| PROJECT NO. 010605-01-016   | REVISED DATE   | DATE: AUG. 2, 2023                                       |  |             |                           |              |                    |  |            |              |
| CADD FILE: 010605-016 I-TOWN RAIL & COMM SKT  | SCALE: N/A   | SHEET 2 OF 3   |  |             |                           |              |                    |  |            |              |



This instrument prepared by:

Real Property Division  
Austin Alexander  
Martin County  
2401 SE Monterey Road  
Stuart, FL 34996

Project Name: Village of Indiantown YMCA UE  
Project No.: RPM #3913  
Property Address: 16451 SW Farm Road, Indiantown, FL 34956  
PCN: 06-40-39-000-000-00082-2

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

### UTILITY EASEMENT

**THIS EASEMENT** granted and executed this 9<sup>th</sup> day of January, 2024, by **MARTIN COUNTY**, a political subdivision of the State of Florida, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, ("Grantor") to **VILLAGE OF INDIANTOWN**, a Municipality duly created and existing under the laws of the State of Florida, whose address is 15516 SW Osceola Street, Suite B, Indiantown, Florida 34956, ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, partnerships, public bodies, and quasi-public bodies, wherever the context so admits or requires.)

**WITNESSETH**, that the Grantor, for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an easement for the construction, installation, reconstruction, rebuilding, replacement, operation, distribution, maintenance, and repair of utility related equipment, improvements, facilities, systems, and all appurtenances relative thereto, either on or below ground, including, but not limited to lift stations, pumps, pipelines, fences, structures, and powerline hookups, if required, in, on, under, over, across, and through the following described land, situate, lying and being in the County of Martin, State of Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof (the "Easement Premise").

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good and lawful authority to grant and convey this easement; that Grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Grantor reserves the right to the full use and enjoyment of the Easement Premise for all other lawful purposes that do not interfere with the rights conveyed to Grantee herein.

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Grantee shall have the right and privilege from time to time to alter, improve, enlarge, add to, change the nature or physical characteristics, or replace, remove, or relocate such improvements, facilities, or systems in, upon, under, through, and across the Easement Premise, along with all rights and privileges necessary or convenient for the full benefit and the use thereof for purposes described in this instrument, including, but not limited to, the right to clear obstructions within the Easement Premise that might interfere with the purposes for which such improvements, facilities, or systems are or might be constructed, along with the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns, over the adjoining lands of Grantor, its successors and assigns, including successors in title, for the purpose of maintaining the above improvements, facilities, and systems which are located within the Easement Premise.

Grantor agrees that it will not alter or obstruct or allow the alteration or obstruction of the Easement Premise in any way, without the express written consent of Grantee.

Grantee, its contractors, agents and employees shall have full and free right of ingress and egress to the Easement Premise and every part thereof, at all times, for the purpose of exercising the rights granted herein; provided however in making any excavations on the Easement Premise, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground and restore any improvements within such excavation to as near the same condition as it was prior to such excavation as soon as is practicable. Upon written notice from Grantor, the parties agree to relocate the Easement Premise at Grantor's cost and expense.

All provisions of this Easement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto. Grantor acknowledges that Grantee has the right to assign the use of the Easement Premise to a third party under the terms and provisions of this instrument.


The Easement granted shall be binding upon Grantor and its successors and assigns. This Easement shall not be released or amended in any manner without the written consent of all entities having improvements, facilities, or systems located within the Easement Premise, and which consent must be evidenced by an instrument executed with the same formalities as this document.

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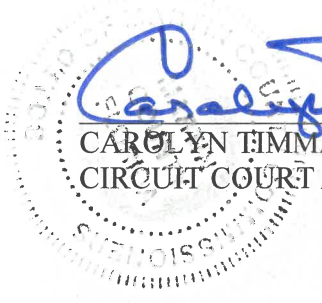
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IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

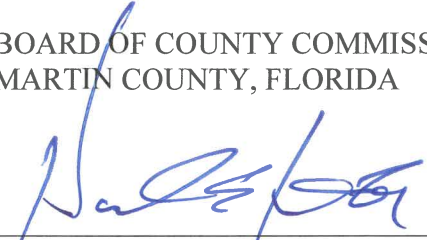
ATTEST:



CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER



BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA



HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:



SARAH W. WOODS, COUNTY ATTORNEY

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION TO ACCOMPANY SKETCH**  
LYING IN SECTION 6, TOWNSHIP 40 SOUTH, RANGE 39 EAST,  
MARTIN COUNTY, FLORIDA

**LEGAL DESCRIPTION:**

A STRIP OF LAND 20.00 FEET IN WIDTH LYING IN SECTION 6, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE SOUTH 20.00 FEET OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 794, PAGE 2305 OF THE MARTIN COUNTY, FLORIDA PUBLIC RECORDS.

ALSO DESCRIBED AS,

**BEGINNING** AT THE SOUTHWEST CORNER OF SAID LANDS ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST FARM ROAD ACCORDING TO OFFICIAL RECORDS BOOK 37, PAGE 495, OF THE MARTIN COUNTY, FLORIDA PUBLIC RECORDS;

THENCE, NORTH 00°26'32" EAST ALONG THE WEST LINE OF SAID LANDS A DISTANCE OF 20.73 FEET;

THENCE, SOUTH 74° 15'43" EAST ALONG A LINE THAT IS PARALLEL WITH SAID NORTHERLY RIGHT-OF-WAY LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 37, PAGE 495 AND OFFICIAL RECORDS BOOK 45, PAGE 22, OF THE MARTIN COUNTY, FLORIDA PUBLIC RECORDS, A DISTANCE OF 636.60 FEET TO THE EAST LINE OF SAID LANDS ALSO BEING ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 248, PAGE 469 OF THE MARTIN COUNTY, FLORIDA PUBLIC RECORDS;


THENCE, SOUTH 00°26'32" WEST ALONG SAID EAST AND WEST LINES A DISTANCE OF 20.73 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST FARM ROAD ACCORDING TO OFFICIAL RECORDS BOOK 45, PAGE 22;

THENCE, NORTH 74°15'43" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 37, PAGE 495 AND SAID OFFICIAL RECORDS BOOK 45, PAGE 22, A DISTANCE OF 636.60 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 12,732.01 SQUARE FEET OR 0.292 ACRES MORE OR LESS

**LEGEND**

LB = LICENSED BUSINESS  
LS = LICENSED SURVEYOR  
LTD. = LIMITED  
O.R.B. = OFFICIAL RECORDS BOOK  
PG. = PAGE  
P.O.B. = POINT OF BEGINNING  
RW = RIGHT-OF-WAY

S.S.E. = SANITARY SEWER EASEMENT  
W.L.E. = WATER LINE EASEMENT  
 = UTILITY EASEMENT

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SKETCH AND DESCRIPTION SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

**SURVEYOR'S NOTES**

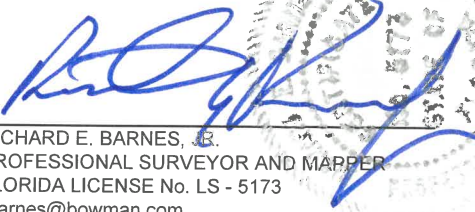
1. THE BEARINGS SHOWN HEREON ARE ASSUMED, BASED UPON THE WEST LINE OF LANDS DESCRIBED IN O.R.B. 794, PG. 2305, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. SAID WEST LINE BEING NORTH 00°26'32" EAST.
2. NO FIELDWORK WAS PERFORMED FOR THE PREPARATION OF THIS LEGAL DESCRIPTION AND SKETCH.

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT [www.martin.fl.us/accessibility-feedback](http://www.martin.fl.us/accessibility-feedback)

NOTE: SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.

DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEET 2 OF 2 OF THIS DOCUMENT.

**THIS IS NOT A SURVEY**

  
RICHARD E. BARNES, JR.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA LICENSE No. LS - 5173  
[rbarnes@bowman.com](mailto:rbarnes@bowman.com)

11/3/23  
DATE OF SIGNATURE

BOWMAN CONSULTING GROUP, LTD., INC.  
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 8030

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**Bowman**

Bowman Consulting Group, Ltd., Inc. Phone: (772) 283-1413  
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Suite 301, Stuart, Florida 34994 [www.bowmanconsulting.com](http://www.bowmanconsulting.com)

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Professional Surveyors and Mapper Business Certificate # LB 8030

**UTILITY EASEMENT  
EXHIBIT "A"**

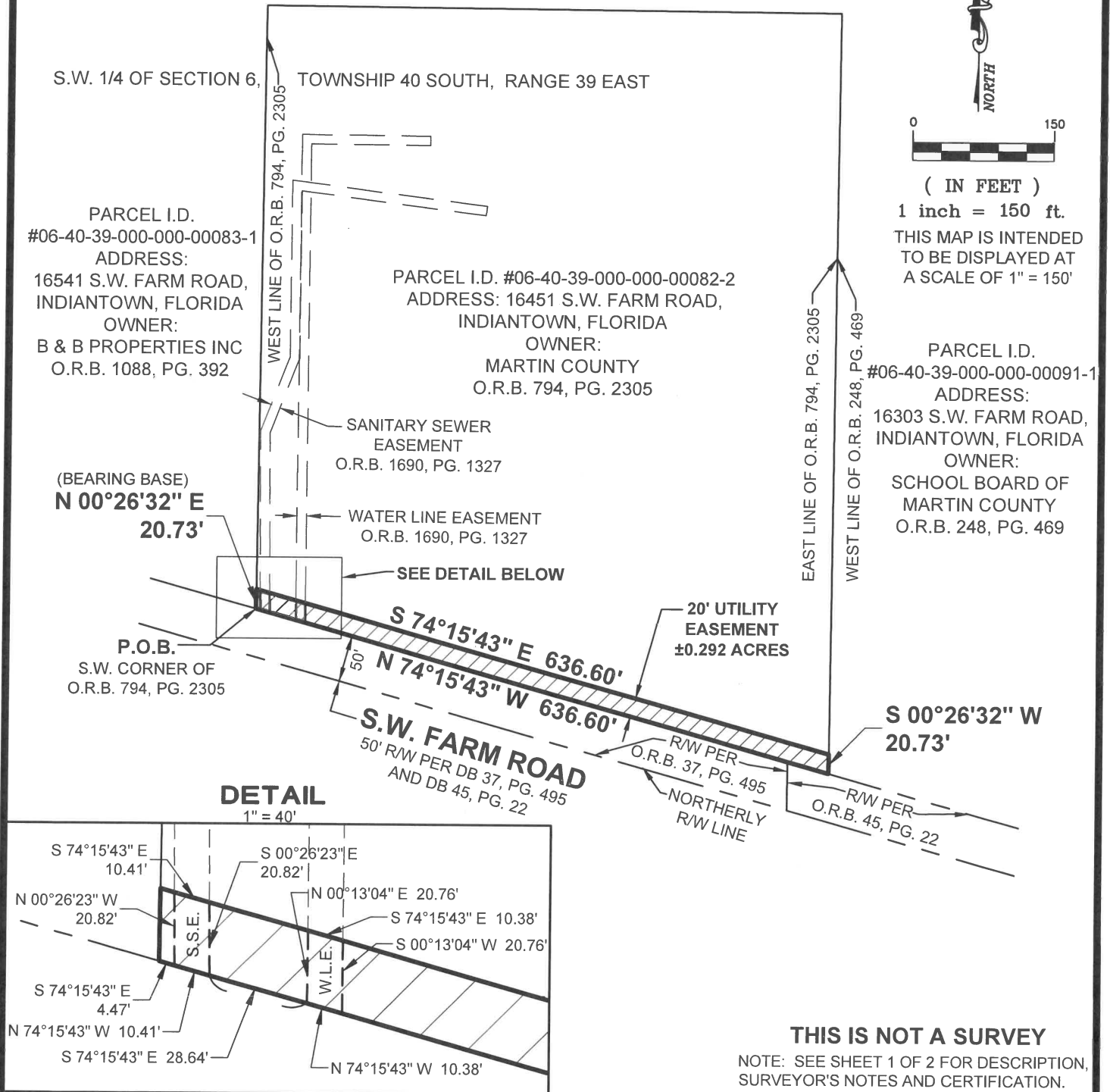
**O.R.B. 794, PG. 2305**

**MARTIN COUNTY**

**FLORIDA**

|  |                             |                    |
|--|-----------------------------|--------------------|
| PATH: P:\New Projects\010605-01-016\Survey\Topo Boundary |                             | DRAWN: D.L.        |
| PROJECT NO. 010605-01-016                                | REVISED DATE: OCT. 30, 2023 | DATE: AUG. 2, 2023 |
| CADD FILE: 010605-016 ORB 794-2305 SKT                   | SCALE: N/A                  | SHEET 1 OF 2       |

**EXHIBIT "A"**  
**SKETCH OF DESCRIPTION**  
 LYING IN SECTION 6, TOWNSHIP 40 SOUTH, RANGE 39 EAST  
 MARTIN COUNTY, FLORIDA



# Bowman

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 301 SE Ocean Blvd. Fax: (772) 220-7881  
 Suite 301, Stuart, Florida 34994 www.bowmanconsulting.com

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**UTILITY EASEMENT**  
**EXHIBIT "A"**

**O.R.B. 794, PG. 2305**

**MARTIN COUNTY**

**FLORIDA**

|  |                             |
|--|-----------------------------|
| PATH: P:\New Projects\010605-01-016\Survey\Topo Boundary | DRAWN: D.L.                 |
| PROJECT NO. 010605-01-016                                | REVISED DATE: OCT. 30, 2023 |
| CADD FILE: 010605-016 ORB 794-2305 SKT                   | SCALE: 1"=150'              |
|  | SHEET 2 OF 2                |

**Prepared by:**

Wade C. Vose, Esq.  
Vose Law Firm LLP  
324 W. Morse Blvd.  
Winter Park, FL 32789

**Return Recorded Copy to:**

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

Tax Parcel ID: 06-40-39-000-00091-1  
Address: 16303 SW Farm Road

**UTILITY EASEMENT**

**THIS INDENTURE** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between MARTIN COUNTY SCHOOL DISTRICT, with a mailing address of 1939 SW Federal Hwy, Stuart, Florida 34994, as Grantor, and the Village of Indiantown, Florida, a Florida municipal corporation, with a mailing address of P.O. Box 398, Indiantown, FL 34956-0398, as Grantee.

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), other corporate entities, public bodies, and quasi-public bodies.)

**WITNESSETH**

**WHEREAS**, Grantor is lawfully seized in fee simple and is in possession of that certain property situated in Martin County, Florida, as more particularly described on Exhibit "A" by metes and bounds and by sketch of the easement which is attached to and by this reference made a part of this document (hereinafter referred to as the "Easement Land");

**NOW, THEREFORE**, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby states as follows:

1. Grantor does hereby grant unto the Grantee, a non-exclusive utility easement in, on, under, through, and across the Easement Land, with the full and free right of ingress and egress for the purposes of the construction, installation, reconstruction, rebuilding, replacement, repairing, operation, distribution, and maintenance of utility improvements, facilities, and systems, and all appurtenances relative thereto, either on or below ground. Grantee shall be responsible, at Grantee's expense, for repairing any damage to the Easement Land caused by Grantee or from Grantee's use of the Easement Land.

2. Grantor reserves the right to the full use and enjoyment of the Easement Land for all other lawful purposes that do not interfere with the rights conveyed to Grantee herein.

3. Grantee shall have the right and privilege from time to time, at Grantee's expense, to alter, improve, enlarge, add to, change the nature or physical characteristics or replace, remove or relocate such improvements, facilities, or systems in, upon, under, through, and across the Easement Land along with all rights and privileges necessary or convenient for the full benefit and the use thereof for purposes described in this instrument, including, but not limited to, the right to clear obstructions within the Easement Land that might interfere with the purposes for which such improvements, facilities, or systems are or might be constructed, along with the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns, over the adjoining lands of the Grantor, its successors and assigns, including successors in title, for the purpose of maintaining the above improvements, facilities, and systems which are located in the Easement Land, provided such use of the adjoining lands of the Grantor do not interfere with Grantor's use of such adjoining lands.

4. The Easement granted shall be binding upon the Grantor and its successors and assigns. This Easement shall not be released or amended in any manner without the written consent of all entities having improvements, facilities, or systems located within the Easement Land, and which consent must be evidenced by an instrument executed with the same formalities as this document.

5. Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Land and that it has good and lawful right to grant this Easement, and that the Grantee, its successors and assigns shall have all of the rights to the Easement Land as stated herein.

6. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto. The Grantor acknowledges that the Grantee has the right to assign the use of the Easement to a third-party utility provider under and subject to the terms and provisions of this instrument.

7. Grantor warrants that to the best of Grantor's knowledge and belief, the Easement Land is free and clear of soil and ground water contamination.

8. Grantor shall not construct any permanent buildings, walls, fences, or other structures within the Easement Land without prior written approval of the Grantee or its successors or assigns, which approval shall not be unreasonably withheld, conditioned or delayed. Grantor agrees that any such approved structures shall be installed at Grantor's risk and subject to removal if necessary to construct, operate, or maintain the installed or planned facilities of the Grantee or its successors or assigns. Grantor further agrees that Grantee shall not be responsible for any costs, claims, or damages resulting from the construction, removal, replacement, or disposal of such removed or replaced structures.

[ REST OF PAGE INTENTIONALLY LEFT BLANK. ]

IN WITNESS WHEREOF, the Grantor has caused this Utility Easement to be executed in Grantor's name.

Signed, sealed, and delivered  
in the presence of:

Dianne M. Falls  
Witness  
Dianne M. Falls  
Printed Name

SCHOOL BOARD OF MARTIN COUNTY

By: [Signature]  
Mr. Michael Maine  
Superintendent of Schools

\_\_\_\_\_  
Witness

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

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of Oct, 2023 by Mr. Michael Maine as Superintendent of Schools on behalf of MARTIN COUNTY SCHOOL DISTRICT, who is personally known to me ~~or who has produced~~ \_\_\_\_\_ as identification.

[Notary Seal]

Dianne M. Falls  
Notary Public

Name typed, DIANNE M. FALLS stamped  
My Commission # HH 408574  
Expires June 5, 2027

**ACCEPTANCE BY VILLAGE**

This UTILITY EASEMENT was accepted for public use by the Village of Indiantown, as authorized by action of the Village Council of the Village of Indiantown, Florida at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2023.

**VILLAGE OF INDIANTOWN**, a Florida  
municipal corporation

\_\_\_\_\_  
Susan Gibbs Thomas  
Mayor

ATTEST:

(Seal)

\_\_\_\_\_  
LaRhonda McBride, Village Clerk

**EXHIBIT "A"**  
**LEGAL DESCRIPTION TO ACCOMPANY SKETCH**  
LYING IN SECTION 6, TOWNSHIP 40 SOUTH, RANGE 39 EAST,  
MARTIN COUNTY, FLORIDA

**LEGAL DESCRIPTION:**

A STRIP OF LAND 20.00 FEET IN WIDTH LYING IN SECTION 6, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 20.00 FEET OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 248, PAGE 469 OF THE MARTIN COUNTY, FLORIDA PUBLIC RECORDS.

ALSO DESCRIBED AS,  
BEGINNING AT THE SOUTHWEST CORNER OF SAID LANDS ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST FARM ROAD ACCORDING TO MAP BOOK 1, PAGE 37 OF THE MARTIN COUNTY, FLORIDA PUBLIC RECORDS;

THENCE, NORTH 00°26'32" EAST ALONG THE WEST LINE OF SAID LANDS A DISTANCE OF 20.73 FEET;


THENCE, SOUTH 74° 15'43" EAST ALONG A LINE THAT IS PARALLEL WITH SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 635.12 FEET TO THE EAST LINE OF SAID LANDS;

THENCE, SOUTH 00°17'57" WEST ALONG SAID EAST LINE A DISTANCE OF 20.75 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST FARM ROAD;

THENCE, NORTH 74°15'43" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 635.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,703.03 SQUARE FEET OR 0.292 ACRES MORE OR LESS

**LEGEND**

|   |                         |
|---|-------------------------|
| LB  | = LICENSED BUSINESS     |
| LS  | = LICENSED SURVEYOR     |
| LTD.  | = LIMITED               |
| O.R.B.  | = OFFICIAL RECORDS BOOK |
| PG.   | = PAGE                  |
| P.O.B.  | = POINT OF BEGINNING    |
| R/W   | = RIGHT-OF-WAY          |
|  | = UTILITY EASEMENT      |

**SURVEYOR'S NOTES**

1. THE BEARINGS SHOWN HEREON ARE ASSUMED, BASED UPON THE WEST LINE OF LANDS DESCRIBED IN O.R.B. 248, PG. 469, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. SAID WEST LINE BEING NORTH 00°26'32" EAST.
2. NO FIELDWORK WAS PERFORMED FOR THE PREPARATION OF THIS LEGAL DESCRIPTION AND SKETCH.

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 280-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT [www.martin.fl.us/accessibility-feedback](http://www.martin.fl.us/accessibility-feedback)

NOTE: SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.  
DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEET 2 OF 2 OF THIS DOCUMENT.

**THIS IS NOT A SURVEY**

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SKETCH AND DESCRIPTION SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by Richard

**Richard Barnes**  
Date: 2023.08.07 10:43:10  
-04'00'

RICHARD E. BARNES, JR.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA LICENSE No. LS - 5173  
[rbarnes@bowman.com](mailto:rbarnes@bowman.com)

DATE OF SIGNATURE

BOWMAN CONSULTING GROUP, LTD., INC.  
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 8030

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**Bowman**

Bowman Consulting Group, Ltd., Inc. Phone: (772) 283-1413  
301 SE Ocean Blvd. Fax: (772) 220-7881  
Suite 301, Stuart, Florida 34994 [www.bowmanconsulting.com](http://www.bowmanconsulting.com)

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Professional Surveyors and Mapper Business Certificate # LB 8030

**UTILITY EASEMENT  
EXHIBIT "A"**

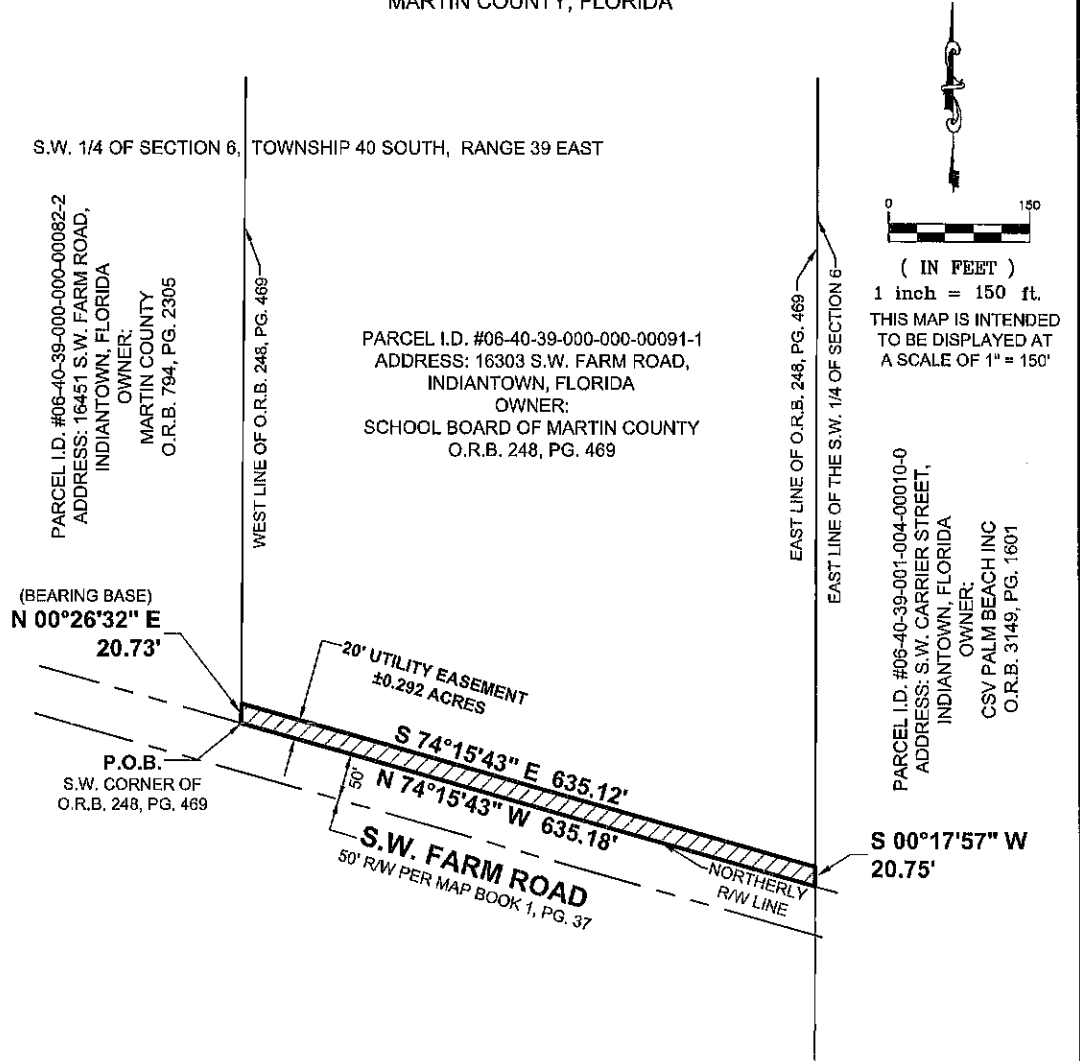
**INDIANTOWN MIDDLE SCHOOL**

**MARTIN COUNTY**

**FLORIDA**

|  |                    |
|--|--------------------|
| PATH: P:\New Projects\010605-01-016\Survey\Topo Boundary | DRAWN: D.L.        |
| PROJECT NO. 010605-01-016                                | DATE: AUG. 2, 2023 |
| REvised DATE:  |                    |
| CADD FILE: 010605-016 SCHOOL SKT                         | SCALE: N/A         |
|  | SHEET 1 OF 2       |

**EXHIBIT "A"**  
**SKETCH OF DESCRIPTION**  
 LYING IN SECTION 6, TOWNSHIP 40 SOUTH, RANGE 39 EAST  
 MARTIN COUNTY, FLORIDA



NOTE: SEE SHEET 1 OF 2 FOR DESCRIPTION, SURVEYOR'S NOTES AND CERTIFICATION.

**THIS IS NOT A SURVEY**

**Bowman**

Bowman Consulting Group, Ltd., Inc. Phone: (772) 283-1413  
 301 SE Ocean Blvd. Fax: (772) 220-7881  
 Suite 301, Stuart, Florida 34994 www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

Professional Surveyors and Mapper Business Certificate # LB 6030

**UTILITY EASEMENT  
 EXHIBIT "A"**

**INDIANTOWN MIDDLE SCHOOL**

**MARTIN COUNTY**

**FLORIDA**

|  |                |
|--|----------------|
| PATH: P:\New Projects\010605-01-016\Survey\Topo Boundary | DRAWN: D.L.    |
| PROJECT NO. 010605-01-016                                | REVISED DATE:  |
| CADD FILE: 010605-016 SCHOOL SKT                         | SCALE: 1"=150' |
| DATE: AUG. 2, 2023                                       | SHEET 2 OF 2   |

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: February 8, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Approval of Rehabilitation on Well #6.

SUMMARY OF ITEM: Due to performance issues on Well #6, The Village has contacted Florida Design Drilling to evaluate the well and its equipment. Recommendations from FDD is that Well #6 needs aggressive rehabilitation. The galvanized column piping needs to be replaced and the submersible pump is irreparable due to cavitation. The cause of pump cavitation is due to the well's drastic drawdown with the pump close to the water pumping level. The unknown depth of fill at the bottom of the screened interval needs to be removed as it is obstructing an approximate 6' of production zone. The rehabilitation services are meant to clear the formation behind the screened interval of compacted formation to increase production.

FISCAL IMPACT STATEMENT: Total cost \$40,706.53 to be paid from Water Utilities Department.

RECOMMENDATION: Staff recommends approval of this Rehabilitation and service.

PREPARED BY: Patrick Nolan/Public Works and Utilities Director

DATE: 1/30/2024

**ATTACHMENTS:**

**Description**

Florida Design Drilling Video report and Rehabilitation Recommendation

Florida Design Drilling Project Quote



January 15, 2024

To: Patrick Nolan  
Public Works Director  
Village of Indiantown  
15851 SW Farm Rd  
Indiantown, FL 34956  
Phone: (772) 341-3098  
Email: pnolan@indiantownfl.gov

Project: Indiantown Well Rehabilitation Services

Subject: Well 6 Video Report and Rehabilitation Recommendation

On Thursday, January 11, 2024, Florida Drilling (FDD) performed a preliminary video survey of Well 6.

### **Video Survey and Observations:**

The video survey showed a 3–4-foot section of PVC 8” diameter casing pressure fitted into 8” steel well casing that has corrosion and mineral buildup along the whole water column. The base of the casing was observed at 98’ below top of casing (btoc). The stainless-steel screen interval begins at 98’ and total depth is unknown as there is fill at the bottom of the screen. According to historical data found on SFWMD website under permit 43-00041-W / application 071113-11 the total depth is 125’ btoc. The static water level was 19.4’ btoc. Initial visibility was poor in the water column; however, under dynamic (pumping) conditions the visibility quickly cleared. Casing joints were difficult to observe and none were recorded. The screened interval is set in what is called a ‘natural pack’; utilizing the natural formation. There is build up along the screened interval. The natural pack is observed to be tightly compacted against the screen. The pump set depth is 60’ btoc.

Existing pump and motor details:

Pump - STA-RITE. Model- H1 90P6K03S Code- 1A77-1204.

Motor - Franklin Electric. Model:2361029004. HP:7 ½. Volts 230. RPM 3450.

The pre-rehabilitation capacity testing showed static water level at 19.4’ btoc and pumping water level at 62.8’ btoc at 113 gpm for specific capacity approximately 2.6 gpm/ft.

### **Conclusions and Recommendations:**

The well needs aggressive rehabilitation. The galvanized column piping needs to be replaced and the submersible pump is irreparable due to cavitation. The cause of pump cavitation is due to the well’s drastic drawdown with the pump close to the water pumping level. The screened interval to be in good condition with light buildup of debris noted. The unknown depth of fill at the bottom of the screened interval needs to be removed as it’s obstructing an approximate 6’ of production zone.

7733 Hooper Road, West Palm Beach, FL 33411

[www.FLDrilling.com](http://www.FLDrilling.com)

Phone: 561-844-2966 Fax: 561-844-2967

State of Florida Water Well Contractor #11148

State of Florida Certified General Contractor CGC1522104

Page 40

February 8, 2024



FDD recommends the following rehabilitation services:

- Replacement of PVC wellhead stub up with new steel casing and flange. Additionally, (2) service ports will be added for future rehabilitation services.
- Light nylon brushing of steel casing and screened interval.
- (2) totes of hydrochloric acid treatment (the existing PVC casing configuration is too high risk for this procedure which is why a replacement is necessary)
- 16 hours of jetting
- 16 hours of airlift development
- 8 hours of pumping development
- Evacuation of debris from the bottom of screened interval
- Chlorination for disinfection
- (2) bacteriological tests for FDEP Clearance
- Replacement of pump, motor, and cable
- Replacement of column pipe to certalok
- Addition of stainless-steel safety cable
- New wellhead for accommodating wellhead stub up
- Replacement of 90 on the discharge side of aboveground piping due to corrosion and leaks

The rehabilitation services are meant to clear the formation behind the screened interval of compacted formation to increase production. In addition, FDD will be setting the pump deeper by 20'.

Sincerely,

*Miguel Lequerica*

Miguel Lequerica  
Project Manager  
Florida Design Drilling LLC  
miguel@fldrilling.com

7733 Hooper Road, West Palm Beach, FL 33411

[www.FLDrilling.com](http://www.FLDrilling.com)

Phone: 561-844-2966 Fax: 561-844-2967

State of Florida Water Well Contractor #11148

State of Florida Certified General Contractor CGC1522104

Page 41

February 8, 2024



January 23, 2024

To: Patrick Nolan  
Public Works & Utilities Director  
Village of Indiantown  
15516 SW Osceola St. Suite B  
Indiantown, Florida 34956

From: Florida Design Drilling LLC

Project: Village of Indiantown Well 6 Rehabilitation

We are pleased to offer this estimate to furnish all labor, equipment, and materials to perform well rehabilitation services identified below.

Work sequence based on proposed line items:

- Replacement of PVC wellhead stub up with new steel casing and flange. Additionally, (2) service ports will be added for future rehabilitation services.
- Light nylon brushing of steel casing and screened interval.
- (2) totes of hydrochloric acid treatment (the existing PVC casing configuration is too high risk for this procedure which is why a replacement is necessary)
- 16 hours of jetting
- 16 hours of airlift development
- 8 hours of pumping development
- Evacuation of debris from the bottom of screened interval
- Chlorination for disinfection
- (2) bacteriological tests for FDEP Clearance
- Replacement of pump, motor, and cable
- Replacement of column pipe to certalok
- Addition of stainless-steel safety cable
- New wellhead for accommodating wellhead stub up
- Replacement of 90 on the discharge side of aboveground piping due to corrosion and leaks

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State of Florida Water Well Contractor #11148

State of Florida Certified General Contractor CGC1522104



| Well 6 Rehabilitation Proposal |   |                    |      |             |             |
|--------------------------------|---|--------------------|------|-------------|-------------|
| ITEM NO.                       | DESCRIPTION   | ESTIMATED QUANTITY | UNIT | UNIT PRICE  | TOTAL PRICE |
| 5                              | Minor Mobilization/Demobilization   | 1                  | EA   | \$2,500.00  | \$2,500.00  |
| 7                              | Install Pump/Motor and Discharge Apparatus                                      | 1                  | EA   | \$2,500.00  | \$2,500.00  |
| 11                             | Brushing and Swabbing of Well Screen/Riser/Casing                               | 1                  | EA   | \$2,500.00  | \$2,500.00  |
| 9                              | Well Acidization Setup  | .5                 | EA   | \$20,000.00 | \$10,000.00 |
| 10                             | Well Acidization Treatment with 32% HCL   | 500                | GAL  | \$5.00      | \$2,500.00  |
| 29                             | Jetting with Simultaneous Airlift Development                                   | 32                 | HR   | \$250.00    | \$8,000.00  |
| 30                             | Pump Development  | 8                  | HR   | \$250.00    | \$2,000.00  |
| 34                             | Video Logging (static and dynamic) – Post Rehab Video                           | .5                 | EA   | \$2,000.00  | \$1,000.00  |
| 32                             | Well Disinfection   | 1                  | EA   | \$1,000.00  | \$1,000.00  |
| 33                             | Bacteriological Testing   | 2                  | EA   | \$150.00    | \$300.00    |
| 43                             | Extra Work by Drilling Crew without Drilling Equipment (concrete well pad work) | 4                  | HR   | \$250.00    | \$1,000.00  |
| 52                             | Unidentified Parts Allowance  | 1                  | LS   | \$6,806.53  | \$6,806.53  |
| 47                             | Onsite Welding  | 4                  | HR   | \$150.00    | \$600.00    |
| TOTAL                          |   |                    |      |             | \$40,706.53 |

Sincerely,

*Miguel Lequerica*

Miguel Lequerica  
Project Manager  
Florida Design Drilling Corporation  
954.234.0939 / miguel@fldrilling.com

7733 Hooper Road, West Palm Beach, FL 33411  
[www.FLDrilling.com](http://www.FLDrilling.com)  
Phone: 561-844-2966 Fax: 561-844-2967  
State of Florida Water Well Contractor #11148  
State of Florida Certified General Contractor CGC1522104



# Order Acknowledgement - Quote Order

|            |             |
|------------|-------------|
| Quote Date | Quote #     |
| 01/17/24   | 79047965-00 |

**Bill To:** FLORIDA DESIGN DRILLING  
7733 HOOPER ROAD  
WEST PALM BEACH, FL 33411  
Cust # 7927001

**Branch:** PPE - Lakeland, FL  
3939 Progress Drive  
LAKELAND, FL 33811-1260  
Phone: (863)607-4200  
Fax: 863-607-4250

**Ship To:** FLORIDA DESIGN DRILLING  
7733 HOOPER ROAD  
WEST PALM BEACH, FL 33411

|                     |                  |                   |
|---------------------|------------------|-------------------|
| <b>Instructions</b> | <b>Reference</b> | <b>Slsrep Out</b> |
|                     | 23352 indiantown | FL79              |
| <b>Terms</b>        | <b>Ship Via</b>  | <b>Quoted By</b>  |
| 2%10th neom         | Bestway          | CLH               |
|                     |                  | <b>Quoted To</b>  |

| Ln # | Product And Description   | List Price | Quantity | Qty UM | Unit Price | Extension |
|------|---|------------|----------|--------|------------|-----------|
| 1    | GF150S75-3<br>6 inch 7.5HP 150GPM 3 Stage Pump End<br>13B60003 Grundfos<br>3" discharge<br>4" motor |            | 1        | EA     | 1647.80    | 1647.80   |
| 2    | GM7523<br>7.5HP 230V 3W 3PH 4Motor Grundfos 96405805<br>4" motor                                    |            | 1        | EA     | 1102.44    | 1102.44   |

|   |             |                   |   |             |         |
|---|-------------|-------------------|---|-------------|---------|
| 2 | Lines Total | Qty Shipped Total | 2 | Total       | 2750.24 |
|   |             |                   |   | Taxes       | 192.52  |
|   |             |                   |   | Quote Total | 2942.76 |

Order Acknowledgement - Quote Order

Print Time: 01/17/24 14:05\*

Customer Copy

Page 1 of 1

Customer Acceptance of Quote

Signature: \_\_\_\_\_

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

PO#: \_\_\_\_\_

Quote is valid only for 30 days from the above Quote Date, unless otherwise specified.



**COLE**  
**INDUSTRIAL**  
PVF | SANITARY | STRUCTURAL  
STREAMLINED

510 N. Turkey Creek Road  
Plant City, FL 33563  
Ph: (888) 993-2653 or (813) 247-4900  
Fax: (813) 659-2709  
Web: <http://coleindustrial.com>

**QUOTE**

Page 1

| Quote Date | Expires          | Authorization    | Salesperson | Cust #   | Terms               |
|------------|------------------|------------------|-------------|----------|---------------------|
| 1/17/24    | 1/24/24          | MIGUEL LEQUERICA | DAV         | 260150   | NET 30 DAYS         |
| Quote #    | P.O. Number      | Quoted By        | Ship Via    | Paid/Col | Shipped From        |
| 02/054887  | 23352 INDIANTOWN | DAV              | OUR TRUCK   | FFA      | PLANT CITY, FLORIDA |

Sold To **MIGUEL LEQUERICA**  
**FLORIDA DESIGN DRILLING CORPORATION**  
**7733 HOOPER ROAD**  
**WEST PALM BEACH FL 33411**

Ship To **FLORIDA DESIGN DRILLING CORPORATION**  
**7733 HOOPER ROAD**  
**(561) 844-2966**  
**WEST PALM BEACH FL 33411**

**23352 INDIANTOWN WELL INSPECTION**

| Quantity   | Our Stock #/Description/Your Part #  | Unit Price  | UM | Extended Price       |
|--|--|---|----|----------------------|
|  | *****MTR'S REQUIRED*****   |   |    |                      |
| 80   | CLDP040<br>4" S80 CERTA-LOK PVC DROP PIPE 20'<br>[w/ 1 CPLG, 2 SPLINES, 2 O-RINGS]       | 19.7500   | FT | 1,580.00             |
| 1  | CLDP040-CPLG<br>4" CERTA-LOK PVC DP COUPLING<br>[INCLUDES 2 SPLINES, 2 O-RINGS]          | 95.0000   | EA | 95.00                |
| 2  | CLDP040-SSADAPTER<br>4" CERTA-LOK DROP PIPE T316 SS<br>ADAPTER NIPPLE (MALE CL X THREAD) | 385.0000  | EA | 770.00               |
| 21   | W453B080<br>8" STD (.322) ERW A53B X 21' LONG  | 25.7500   | FT | 540.75               |
| 1  | F1CSS080<br>8" 150# A105 RF SLIP ON FLG  | 41.0000   | EA | 41.00                |
| 1  | F1CSB080<br>8" 150# A105 RF BLIND FLG  | 53.0000   | EA | 53.00                |
| 21   | W453B040<br>4" STD (.237) ERW A53B X 21' LONG  | 9.7500  | FT | 204.75               |
| 3  | F1CSS040<br>4" 150# A105 RF SLIP ON FLG  | 17.0000   | EA | 51.00                |
| 2  | B4CSL9040<br>4" S40 CS BW LR 90' A234 WPB  | 19.5000   | EA | 39.00                |
| PRICES VALID UNTIL CLOSE OF BUSINESS TODAY   |  | SubTotal  |    |                      |
|  |  | Freight   |    |                      |
|  |  | Sales Tax   |    |                      |
|  |  | <b>Quote Total</b>  |    | <b>**Continued**</b> |
| Thank you for the opportunity to quote.<br>Pricing based on all items ordered together.<br>All stock items are subject to prior sale.<br>Standard Cole Industrial terms in effect.<br>Any changes to the quote are subject to rebid. |  | All custom items are subject to 100% restock charge.<br>NO RETURNS PAST 30 DAYS |    |                      |



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STREAMLINED

510 N. Turkey Creek Road  
Plant City, FL 33563  
Ph: (888) 993-2653 or (813) 247-4900  
Fax: (813) 659-2709  
Web: <http://coleindustrial.com>

**QUOTE**

Page 2

| Quote Date | Expires          | Authorization    | Salesperson | Cust #  | Terms               |
|------------|------------------|------------------|-------------|---------|---------------------|
| 1/17/24    | 1/24/24          | MIGUEL LEQUERICA | DAV         | 260150  | NET 30 DAYS         |
| Quote #    | P.O. Number      | Quoted By        | Ship Via    | Ppd/Col | Shipped From        |
| 02/054887  | 23352 INDIANTOWN | DAV              | OUR TRUCK   | FFA     | PLANT CITY, FLORIDA |

Sold To **MIGUEL LEQUERICA**  
**FLORIDA DESIGN DRILLING CORPORATION**  
7733 HOOPER ROAD  
WEST PALM BEACH FL 33411

Ship To **FLORIDA DESIGN DRILLING CORPORATION**  
7733 HOOPER ROAD  
(561) 844-2966  
WEST PALM BEACH FL 33411

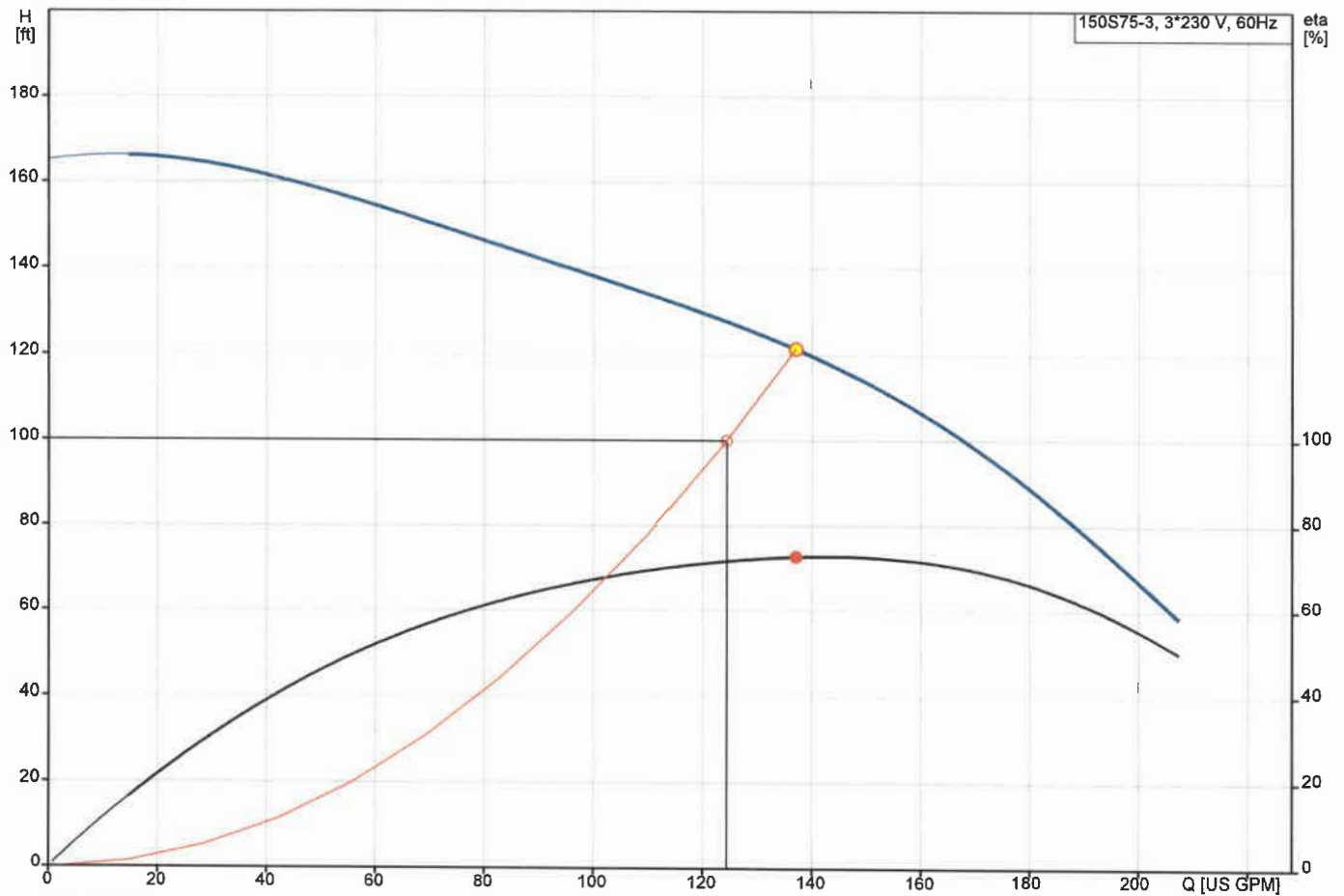
**23352 INDIANTOWN WELL INSPECTION**

| Quantity   | Our Stock #/Description/Your Part #                 | Unit Price  | UM | Extended Price  |
|--|---|---|----|-----------------|
| 2  | N4CS020360-TOE<br>2" X 36" A53A BLK CS NIPPLE +TOE+ | 35.0000   | EA | 70.00           |
| 2  | BMC08<br>2" BLK MERCH CPLG STD                      | 8.0000  | EA | 16.00           |
| 1  | CMBSP020<br>2" BLK MI SQ PLUG                       | 3.5000  | EA | 3.50            |
| 1  | BMC05<br>1" BLK MERCH CPLG STD                      | 4.0000  | EA | 4.00            |
| 1  | GSKT8FF18E<br>8" X 1/8" EPDM FF GSKT 150#           | 9.0000  | EA | 9.00            |
| 8  | 34312316SSHB<br>3/4" X 3-1/2" 316SS HEX BOLT        | 4.1500  | EA | 33.20           |
| 8  | 34316HN8MA<br>3/4"-10 316SS HEX NUT                 | 1.3500  | EA | 10.80           |
| 3  | GSKT4FF18E<br>4" X 1/8" EPDM FF GSKT 150#           | 4.0000  | EA | 12.00           |
| 24   | 583316SSHB<br>5/8" X 3" 316SS HEX BOLT              | 2.2500  | EA | 54.00           |
| 24   | 58316SSHN<br>5/8" 316SS HEX NUT                     | 1.0000  | EA | 24.00           |
| PRICES VALID UNTIL CLOSE OF BUSINESS TODAY   |   | SubTotal  |    | 3,611.00        |
|  |   | Freight   |    |                 |
|  |   | Sales Tax   |    | 252.77          |
|  |   | <b>Quote Total</b>  |    | <b>3,863.77</b> |
| Thank you for the opportunity to quote.<br>Pricing based on all items ordered together.<br>All stock items are subject to prior sale.<br>Standard Cole Industrial terms in effect.<br>Any changes to the quote are subject to rebid. |   | All custom items are subject to 100% restock charge.<br>NO RETURNS PAST 30 DAYS |    |                 |

| Qty. | Description  |
|------|--|
| 1    | <p><b>150S75-3</b><br/> Product No.: <a href="#">13B63003</a><br/> Multi-stage submersible pump for raw water supply, groundwater lowering and pressure boosting. The pump is suitable for pumping clean, thin, non-aggressive liquids without solid particles or fibres.</p> <p>The motor is a 3-phase motor with sand shield, liquid-lubricated bearings and pressure equalizing diaphragm.</p> <p>Liquid:<br/> Pumped liquid: Water<br/> Liquid temperature range: 5 .. 104 °F<br/> Selected liquid temperature: 68 °F<br/> Density: 62.29 lb/ft³<br/> Kinematic viscosity: 1 cSt</p> <p>Technical:<br/> Pump speed on which pump data are based: 3450 rpm<br/> Actual calculated flow: 137 US GPM<br/> Rated flow: 159 US GPM<br/> Resulting head of the pump: 121.4 ft<br/> Rated head: 101.7 ft<br/> Approvals: CULDWUS,CCSAUS<br/> Approvals for motor: CE,EAC,CSACE,EAC,CSA<br/> Approvals for drinking water: PROP65<br/> Curve tolerance: ISO9906:2012 3B<br/> Motor version: T40<br/> Return valve: YES</p> <p>Materials:<br/> Pump: Stainless steel<br/> EN 1.4301<br/> AISI 304<br/> Impeller: Stainless steel<br/> EN 1.4301<br/> AISI 304<br/> Motor: Stainless steel<br/> 1.4301<br/> 304<br/> Shaft seal: HM/CER</p> <p>Installation:<br/> Maximum ambient pressure: 870.23 psi<br/> Maximum operating pressure: 870.23 psi<br/> Maximum outlet pressure: 73.97 psi<br/> Type of connection: NPT(F)<br/> Size of connection: 3 inch<br/> Motor diameter: 4 inch<br/> Minimum borehole diameter: 5.51 in</p> <p>Electrical data:<br/> Motor type: MS4000<br/> Motor flange design: Grundfos<br/> Rated power - P2: 7.5 HP<br/> Power (P2) required by pump: 7.5 HP<br/> KVA code: J<br/> Mains frequency: 60 Hz<br/> Rated voltage: 3 x 208-230 V<br/> Service factor: 1.15<br/> Rated current: 27.0-25.0 A<br/> Requested Voltage: 208 V<br/> RatedCurrentAtThisVoltage: 25 A<br/> Starting current: 510-620 %<br/> Cos phi - power factor: 0.89-0.82<br/> Rated speed: 3415-3460 rpm<br/> Maximum axial load: 992 lb</p> |

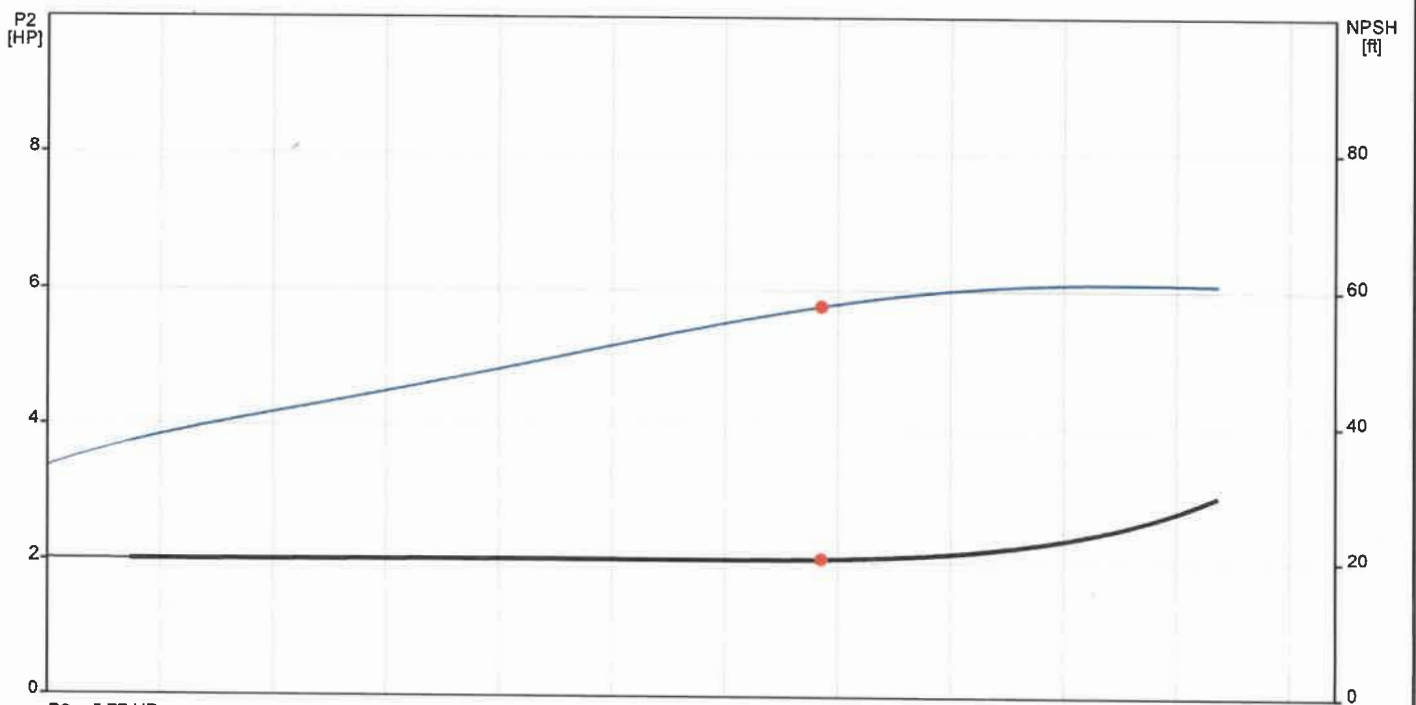
| Qty. | Description   |
|------|---|
| 1    | <p>Method of start: DOL</p> <p>Enclosure class (IEC 34-5): IP68</p> <p>Insulation class (IEC 85): F</p> <p>Built-in motor protection: NONE</p> <p>Thermal protection: EXT.</p> <p>Built-in temp. transmitter: Y</p> <p>Motor No: 96405805</p> <p>Windings: Enamelled</p> <p>Others:</p> <p>Minimum efficiency index, MEI ≥: --</p> <p>DOE Pump Energy Index CL: 0.91</p> <p>Net weight: 80.5 lb</p> <p>Gross weight: 90.2 lb</p> <p>Shipping volume: 1.84 ft³</p> <p>Country of origin: US</p> <p>Custom tariff no.: 8413.70.21</p> |

## 13B63003 150S75-3 60 Hz



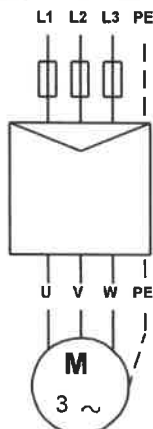
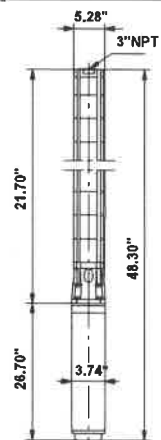
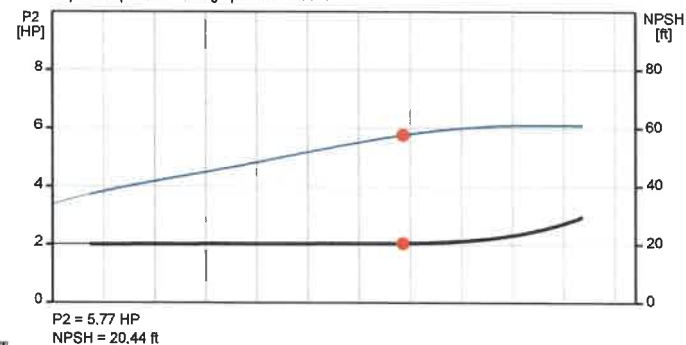
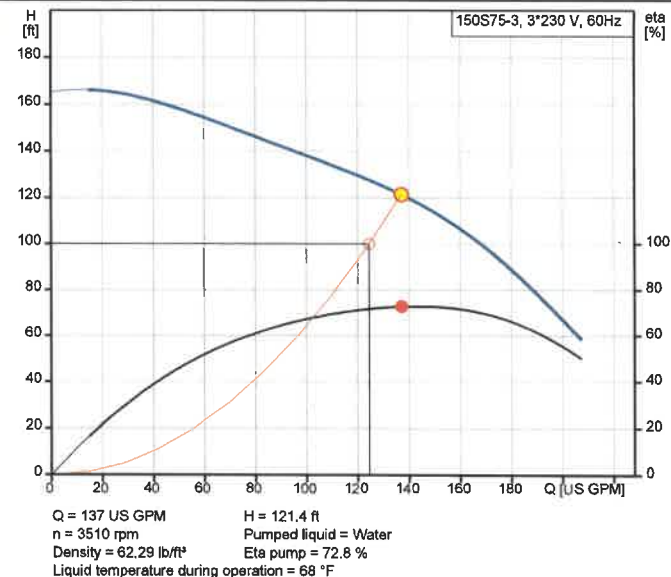
Q = 137 US GPM  
 n = 3510 rpm  
 Liquid temperature during operation = 68 °F  
 Eta pump = 72.8 %

H = 121.4 ft  
 Pumped liquid = Water  
 Density = 62.29 lb/ft³



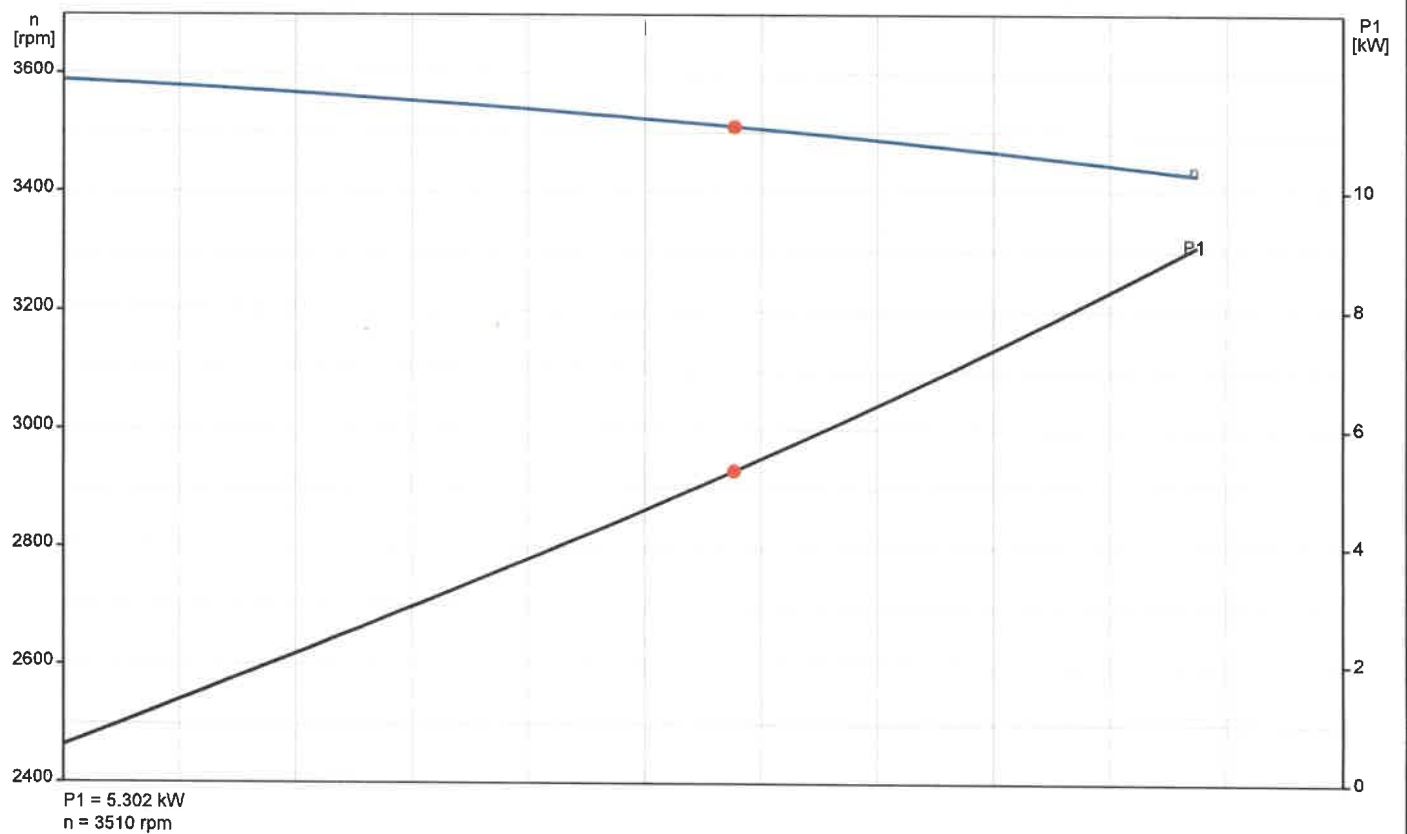
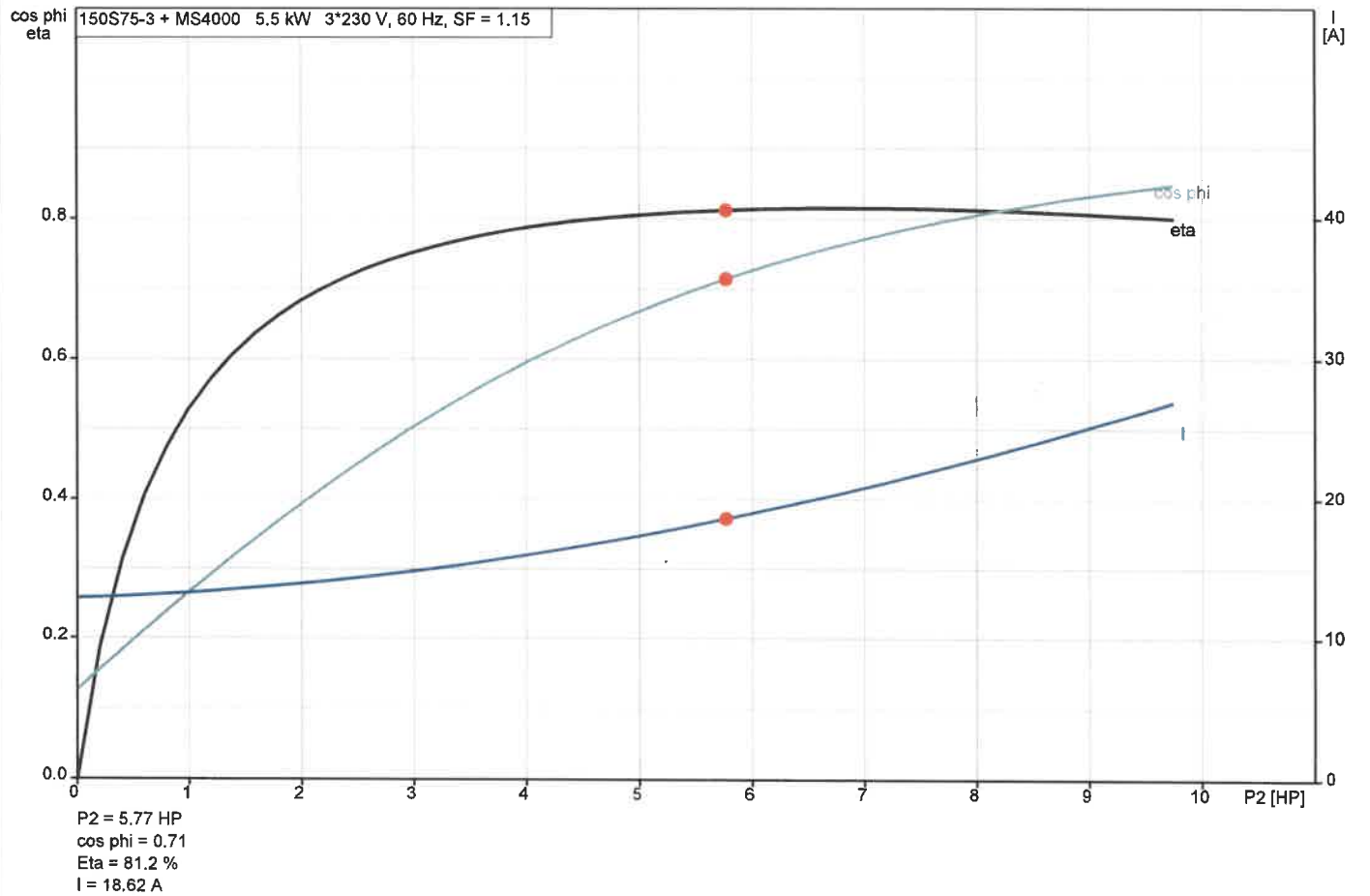
P2 = 5.77 HP  
 NPSH = 20.44 ft

| Description                              | Value                |
|--|----------------------|
| <b>General information:</b>              |                      |
| Product name:                            | 150S75-3             |
| Product No:                              | 13B63003             |
| EAN number:                              | 5700391425622        |
| <b>Technical:</b>                        |                      |
| Pump speed on which pump data are based: | 3450 rpm             |
| Actual calculated flow:                  | 137 US GPM           |
| Rated flow:                              | 159 US GPM           |
| Resulting head of the pump:              | 121.4 ft             |
| Rated head:                              | 101.7 ft             |
| Stages:                                  | 3                    |
| Number of reduced-diameter impellers:    | NONE                 |
| Approvals:                               | CULDWUS,CCSAUS       |
| Approvals for motor:                     | CE,EAC,CSACE,EAC,CSA |
| Approvals for drinking water:            | PROP65               |
| Curve tolerance:                         | ISO9906:2012 3B      |
| Model:                                   | B                    |
| Motor version:                           | T40                  |
| Return valve:                            | YES                  |
| <b>Materials:</b>                        |                      |
| Pump:                                    | Stainless steel      |
| Pump:                                    | EN 1.4301            |
| Pump:                                    | AISI 304             |
| Impeller:                                | Stainless steel      |
| Impeller:                                | EN 1.4301            |
| Impeller:                                | AISI 304             |
| Motor:                                   | Stainless steel      |
| Motor:                                   | 1.4301               |
| Motor:                                   | 304                  |
| Shaft seal:                              | HM/CER               |
| <b>Installation:</b>                     |                      |
| Maximum ambient pressure:                | 870.23 psi           |
| Maximum operating pressure:              | 870.23 psi           |
| Maximum outlet pressure:                 | 73.97 psi            |
| Type of connection:                      | NPT(F)               |
| Size of connection:                      | 3 inch               |
| Motor diameter:                          | 4 inch               |
| Minimum borehole diameter:               | 5.51 in              |
| <b>Liquid:</b>                           |                      |
| Pumped liquid:                           | Water                |
| Liquid temperature range:                | 5 .. 104 °F          |
| Selected liquid temperature:             | 68 °F                |
| Density:                                 | 62.29 lb/ft³         |
| Kinematic viscosity:                     | 1 cSt                |
| <b>Electrical data:</b>                  |                      |
| Motor type:                              | MS4000               |
| Motor flange design:                     | Grundfos             |
| Rated power - P2:                        | 7.5 HP               |
| Power (P2) required by pump:             | 7.5 HP               |
| KVA code:                                | J                    |
| Mains frequency:                         | 60 Hz                |
| Rated voltage:                           | 3 x 208-230 V        |
| Service factor:                          | 1.15                 |
| Rated current:                           | 27.0-25.0 A          |
| Requested voltage:                       | 208 V                |
| Rated current at this voltage:           | 25 A                 |
| Starting current:                        | 510-620 %            |
| Cos phi - power factor:                  | 0.89-0.82            |
| Rated speed:                             | 3415-3460 rpm        |
| Maximum axial load:                      | 992 lb               |
| Method of start:                         | DOL                  |
| Enclosure class (IEC 34-5):              | IP68                 |
| Insulation class (IEC 85):               | F                    |
| Built-in motor protection:               | NONE                 |
| Thermal protection:                      | EXT.                 |

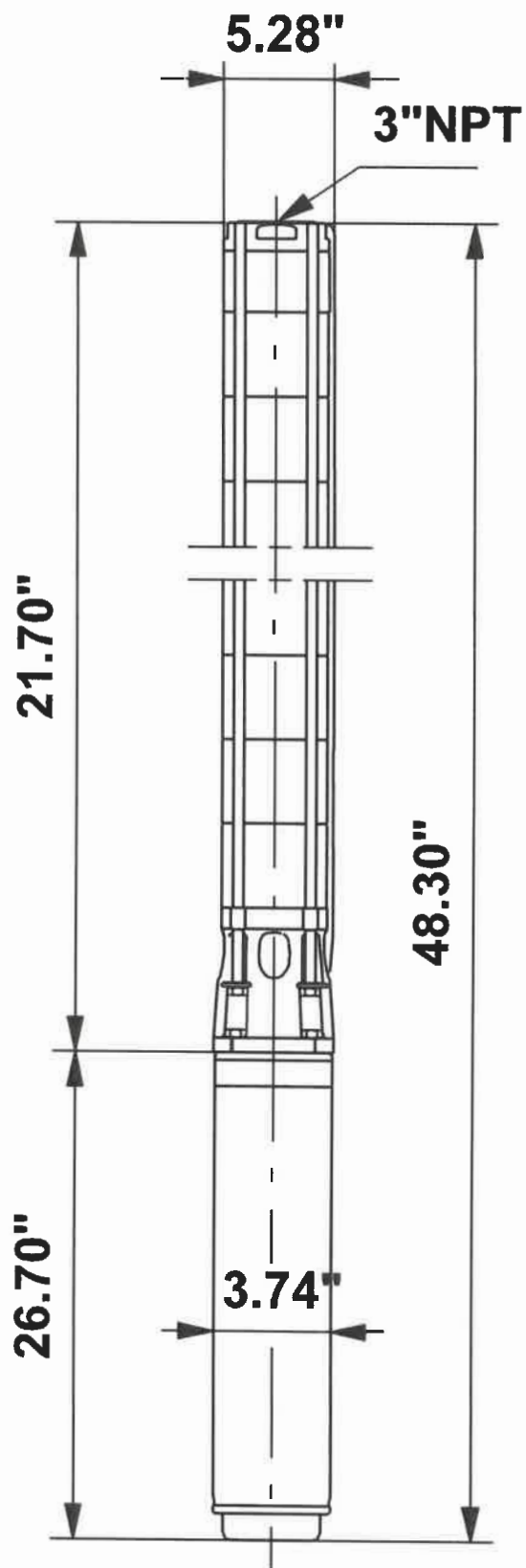


| Description                      | Value      |
|----------------------------------|------------|
| Built-in temp. transmitter:      | Y          |
| Motor No:                        | 96405805   |
| Cable number:                    | N/A        |
| Windings:                        | Enamelled  |
| <b>Others:</b>                   |            |
| Minimum efficiency index, MEI ≥: | ---        |
| DOE Pump Energy Index CL:        | 0.91       |
| Net weight:                      | 80.5 lb    |
| Gross weight:                    | 90.2 lb    |
| Shipping volume:                 | 1.84 ft³   |
| Country of origin:               | US         |
| Custom tariff no.:               | 8413.70.21 |

## 13B63003 150S75-3 60 Hz



13B63003 150S75-3 60 Hz



Note! All units are in [in] unless others are stated.  
Disclaimer: This simplified dimensional drawing does not show all details.

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: February 8, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Employment Agreement for Village Manager Taryn Kryzda

SUMMARY OF ITEM: Pursuant to the Village Council's direction at its January 25, 2024 meeting, this agenda item approves an employment agreement for Village Manager Taryn Kryzda. Per Council direction, the employment agreement tracks the terms provided to the prior Village Manager, with a few circumstance-based adjustments. The salary has been updated to reflect the Village Manager's current salary. Health insurance is not provided, as Ms. Kryzda already has health insurance. The retirement contribution terms have been modified, to account for FRS ineligibility. Provisions permitting outside consulting have been removed, as Ms. Kryzda has no interest in doing so.

**FISCAL IMPACT  
STATEMENT:**

RECOMMENDATION: Based on the Village Council's prior direction, staff recommends approval of the employment agreement for Village Manager Taryn Kryzda.

PREPARED BY: Wade Vose, Village Attorney

DATE: 2/2/2024

**ATTACHMENTS:**

Description

Indiantown Village Manager Agreement - Taryn Kryzda wcv rev 02-02-24

# Village Manager Employment Agreement

THIS EMPLOYMENT AGREEMENT ("Agreement") for Village Manager Services, is made and entered into this 8<sup>th</sup> day of February, 2024, by and between the Village of Indiantown, a Florida municipal corporation, ("Employer"), and Taryn G. Kryzda, ("Employee"), jointly referred to as "Parties."

## Section 1: Term

The term of this Agreement shall begin on the 8<sup>th</sup> day of February, 2024, 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 \$154,500.00, 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: (Reserved)

## Section 5: Vacation and Sick Leave

- A. Vacation and sick leave will accrue each pay period at the rate reflected in the Village Personnel Regulations. Any leave will be eligible to be carried over from year to year. All unused leave will be paid out upon separation of the Employee from the Employer.

## Section 6: Vehicle and Cell Phone Allowances

- A. The Employee shall receive \$250 per pay period 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**

Employee, if eligible, will participate in the Florida Retirement System (FRS) as a senior management designated position. If Employee is not eligible to participate in FRS, 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 plan and, in addition to the base salary paid by the Employer to Employee, Employer agrees to pay \$500 per pay period into the designated plan on the Employee's behalf.

## **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.
- 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 Employee's 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: Sole Employment**

The employment provided for by this Agreement shall be the Employee's sole employment.

### **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 Employee's 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  
15516 SW Osceola St.

Suite B  
Indiantown, FL 34956

With a copy to:

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

2. EMPLOYEE: Taryn G. Kryzda  
(Address on file)

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

\_\_\_\_\_  
Taryn G. Kryzda  
Village Manager

Attest:

Village of Indiantown, Florida

\_\_\_\_\_  
LaRhonda McBride, Village Clerk

\_\_\_\_\_  
Susan G. Thomas, Mayor

Approved as to Form and  
Legal Sufficiency:

\_\_\_\_\_  
Wade C. Vose, Village Attorney

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: February 8, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Council to Provide Individuals for Parks and Recreation Fact-Finding Committee

SUMMARY OF ITEM: On January 25, 2024, the Village of Indiantown (Village) Council asked for each member of the Council to bring forward to the next Council meeting a name of an individual that would be part of a fact-finding committee for Parks and Recreation programs.

Staff will need to know who the individuals selected are and obtain their contact information for coordination purposes.

FISCAL IMPACT STATEMENT: Dependent upon what the committee decides to pursue to gather their facts.

RECOMMENDATION: Council provides a person or person(s) they are nominating for the committee.

PREPARED BY: Tayn G. Kryzda, Village Manager

DATE: 1/17/2024

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: February 8, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Authorization to Participate in and Co-Sponsor the 2024 Independence Day Fireworks Show in Cooperation with the Indiantown Chamber of Commerce

SUMMARY OF ITEM: The Indiantown Chamber of Commerce is requesting the Village of Indiantown Co-Sponsor the Independence Day Firework Show. The Firework Show will be held on Saturday, June 29, 2024. The Indiantown Chamber of Commerce would be responsible for signing the contract with the firework vendor and providing the insurance required for the event.

FISCAL IMPACT STATEMENT: The cost of the fireworks show will be \$26,980.00. Conducting the show on Saturday, June 29, 2024 vs, July 3rd or 4th will result in a substantial savings. There are also other costs associated with the event. Those costs would be borne by the Indiantown Chamber of Commerce.

Funding for this event would come from the general fund.

RECOMMENDATION: Staff recommends that Council approve funding for the Firework Show in the amount of \$26,980.00 to be paid to the Indiantown Chamber of Commerce to cover the cost of fireworks as detailed in the contract with Pyrotechnico.

PREPARED BY: Deborah Resos, CPRP, Director of Parks and Recreation      DATE: 1/30/2023

**ATTACHMENTS:**

**Description**

ITCC- VOI Fireworks Proposal 2024

2024 Stars Stripes Firework Celebration Flyer

Letter of Support from VOI 2024



## Indiantown Chamber of Commerce Independence Day 2024

Proposal Prepared by: Darren Cunningham  
[dcunningham@pyrotecnico.com](mailto:dcunningham@pyrotecnico.com)



|                            |        |
|----------------------------|--------|
| Letter of Transmittal      | Pg. 1  |
| Previous Performance       | Pg. 2  |
| Core Values                | Pg. 3  |
| Pyrotecnico Locations      | Pg. 4  |
| Event Team                 | Pg. 5  |
| Amplifying Excitement      | Pg. 6  |
| Design Philosophy          | Pg. 7  |
| Your Show                  | Pg. 8  |
| Shell Types & Descriptions | Pg. 9  |
| Product Listing            | Pg. 10 |
| Recap & Pricing            | Pg. 11 |
| Payment Terms              | Pg. 12 |
| Added Value                | Pg. 13 |
| Pyrotecnico Thank You      | Pg. 14 |
| References                 | Pg. 15 |
| State License              | Pg. 16 |
| Federal License            | Pg. 17 |
| W.C. Proof of Insurance    | Pg. 18 |



Donna Carmen  
Executive Director  
16656 SW Warfield Blvd  
Indiantown, FL 34956

November 28, 2023

RE: Fireworks Display Services

I would like to thank you for the opportunity to provide you with a proposal for the Indiantown Chamber of Commerce Independence Day Celebration & Fireworks Display. Pyrotecnico defines its purpose as to create “Ooh’s and Aah’s.” This is done through tireless dedication, a passion for the industry, and insuring that safety is our top priority.

Lead by a strong upper management team consisting of a family business owner and president who is 4<sup>th</sup> generation, an EVP with over 25 years’ experience, a creative director who is also family, and two sales managers focused on customer service, Pyrotecnico is dedicated to delivering only the best productions to the Indiantown Chamber of Commerce & their community.

Included in our proposal you will find a list of names of those employees that will work in some way on this show, whether it’s on show site or behind the scenes. Pyrotecnico employs thousands of technicians and produces approximately 3,000 shows annually. Please note that all technicians are approved by the ATF and have passed Pyrotecnico’s certification course, which all technicians are required to attend annually.

We understand your request, needs and present this proposal to you for your review. Thank you again for this opportunity to work with the Indiantown Chamber of Commerce .

Respectfully,

Darren Cunningham

Senior Account Manager - Florida  
Pyrotecnico Fireworks, Inc.  
561.589.9890  
[dcunningham@pyrotecnico.com](mailto:dcunningham@pyrotecnico.com)



## Previous Performance/Experience



Pyrotecnico is a turn-key fireworks, laser, and special effects company. A recognized industry leader, we consistently strive to raise the bar with every production using the most innovative technology available. Large-scale, multi-media show integration is our specialty and we push the edge of the entertainment envelope with our digital pyrotechnic firing systems, our state-of-the-art lasers, proprietary interactive show controls and, most importantly, our talented people.

Our roots run deep and our experience is second to none. Pyrotecnico was formed over 125 years ago when Constantino Vitale started his fireworks company in Pietramelara, Italy. He immigrated to the United States in 1920 through Ellis Island, making a home for his family and company in New Castle, Pennsylvania – a small town between Pittsburgh and Cleveland that would become known as "The Fireworks Capital of America."

At the turn of the century, the company was one of the largest fireworks companies in America. Five different generations of the Vitale family have continued to grow Constantino's company by training new staff in the old family ways, selecting the best products from global suppliers, and seeking out the most creative visual effects available to delight more and more audiences every year.

The company has since expanded to include an array of special effects such as lasers, pyrotechnics, cryogenics, fog, flames, confetti, and streamers. We have worked hard to become the leading innovators in these categories and we pride ourselves on our groundbreaking technologies, including audience-scanning lasers and interactive crowd controls to involve the viewer in the performance. We will truly make your dreams a reality with our unrivaled access to the best products, skills, and collective experience.

### Company Information:

- 95 Full-Time Employees
- Formed in 1889
- Headquartered in New Castle, PA
- Regional Offices in Jupiter FL
- Annual Sales of \$28.8 Million



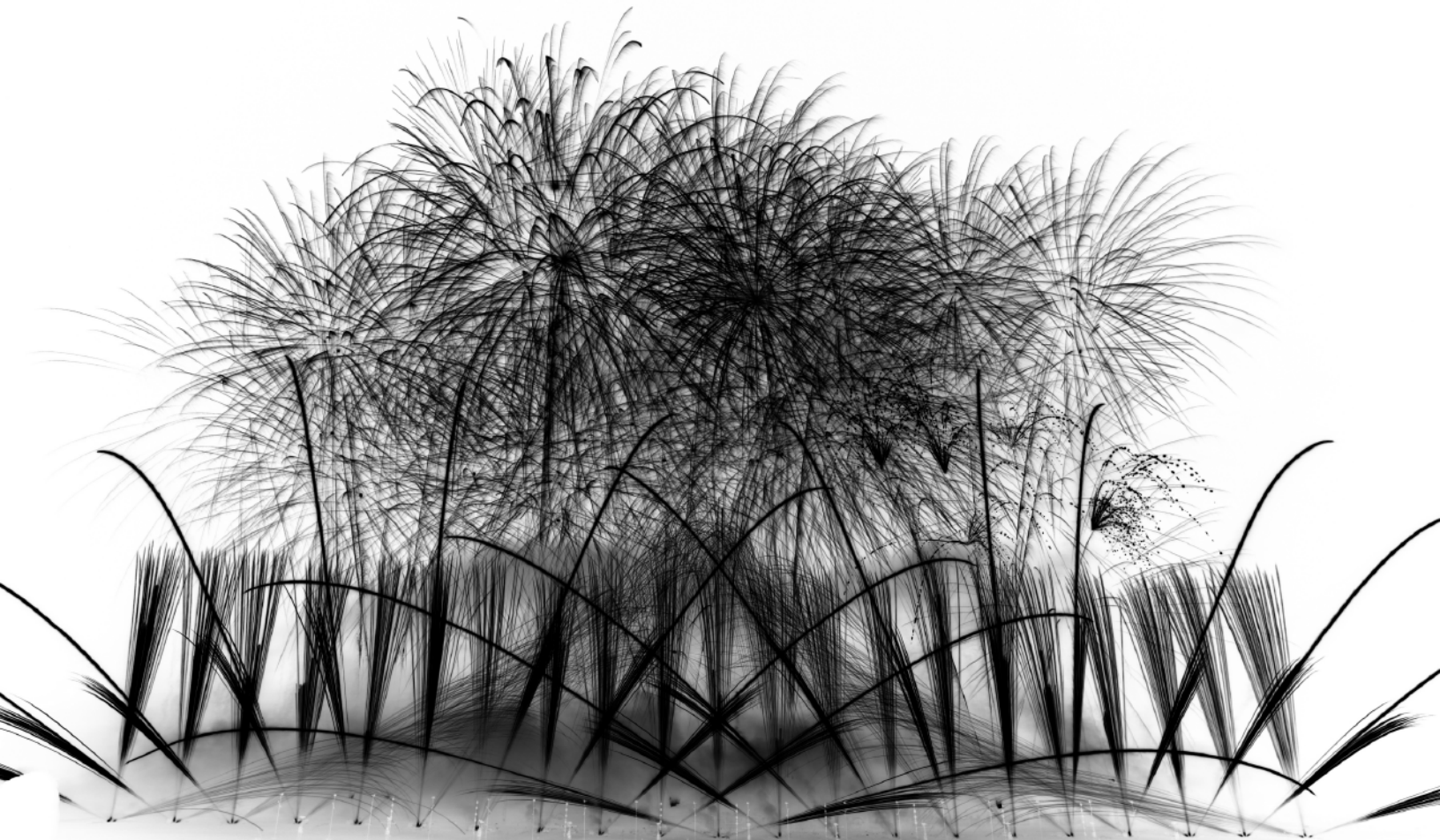
## OUR CORE VALUES

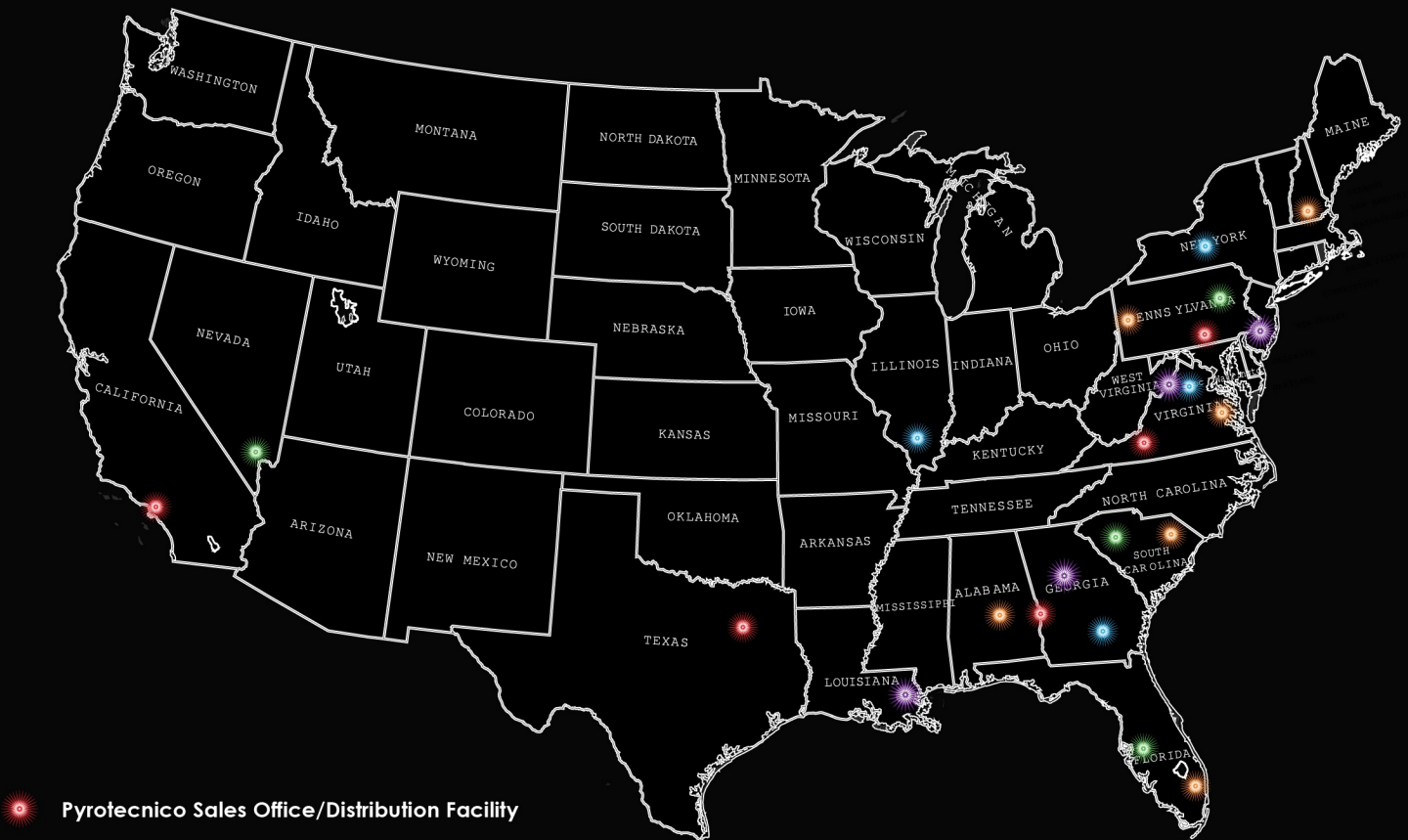


We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

## WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.





**Indiantown Chamber of Commerce display will be serviced from our Jupiter Facilities.**

## LOGISTICS PROWESS

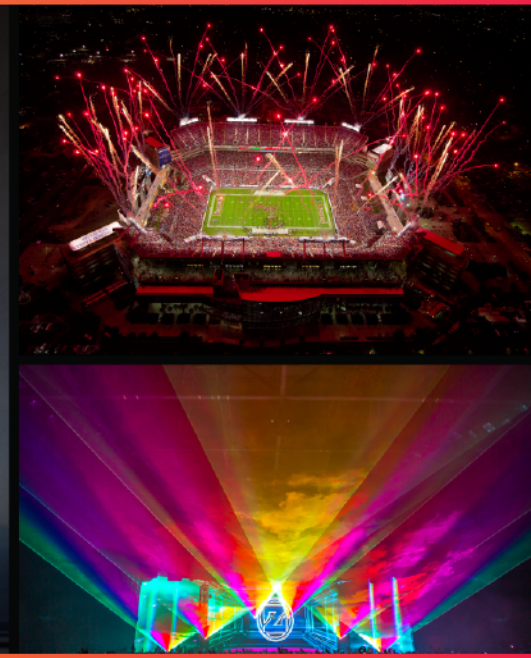
Outside of the 600 shows we perform over the July 4 holiday week, Pyrotecnico produces an average of 45-50 shows per week around the country. At this velocity, operating at top logistical efficiency is a must. Pyrotecnico's storage and transportation network is second to none in our industry. Additionally, 70% of our productions include materials that require us to follow strict DOT procedures during transport. Under this oversight, there is zero tolerance for poor inventory control. As a result, our customers can rest assured that their products will arrive fresh, in the correct quantities, and at the right time.

## BUYING POWER

Not only does producing 3,000 shows each year require the highest in operating and inventory management efficiency, it also affords Pyrotecnico tremendous buying power with our core suppliers. Buying the quantities of pyrotechnic products and special effects consumables (fluids, paper goods, supplies, etc.) that we do in our normal course of business enables Pyrotecnico to negotiate vendor contracts that are more favorable than our competitors in all aspects of the agreement. We can then pass these efficiencies along to our customers. It's a win/win for everyone.



# YOUR EVENT TEAM



**Stephen Vitale - President & CEO - [svitale@pyrotecnico.com](mailto:svitale@pyrotecnico.com)**

As the President and CEO of Pyrotecnico, Stephen provides the leadership for all of our employees and creates the philosophy by which we excel. Stephen has 30 years of experience in the fireworks and special effects industries.

**Bob Ross - Chief Operating Officer - [bross@pyrotecnico.com](mailto:bross@pyrotecnico.com)**

With 22 years of experience, Bob oversees the day to day operations and communications, while managing all of the distribution points and facilities in Pyrotecnico's nationwide network.

**Rocco Vitale - Creative Director & Show Designer - [rvitale@pyrotecnico.com](mailto:rvitale@pyrotecnico.com)**

Rocco designs all shows and creative aspects of FX productions. Rocco has been in the business for 15 years.

**Chris Liberatore - Vice President Sales - [cliberatore@pyrotecnico.com](mailto:cliberatore@pyrotecnico.com)**

Chris supervises the servicing of client accounts, ensuring that you are completely satisfied with our service and your crowd will experience the best show they have ever seen.

**Michael Simmons - Show Producer - [msimmons@pyrotecnico.com](mailto:msimmons@pyrotecnico.com)**

With 30 + years experience, Mike develops and services client accounts, making sure that all aspects of your program are accomplished in a timely manner. He is your primary point of contact from concept through completion.

**Darren Cunningham - Account Manager - [dcunningham@pyrotecnico.com](mailto:dcunningham@pyrotecnico.com)**

Darren aids Mike in creating the display for your event and making sure every detail of the preparation process has been addressed in addition to taking on project communications

**Meghan Hunter - Permit Coordinator - [mhunter@pyrotecnico.com](mailto:mhunter@pyrotecnico.com)**

Meghan aids Mike in obtaining all permits necessary for your event and making sure every detail of the preparation process has been addressed.



# AMPLIFYING EXCITEMENT SINCE 1889

## UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

## AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

## EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

## 125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.



February 8, 2024

800.854.4705 • [WWW.PYROTECNICO.COM](http://WWW.PYROTECNICO.COM)  
Page 70



Pg. 6



## DESIGN PHILOSOPHY

### **Program Philosophy**

Generally speaking there is an opening segment, main body and grand finale of a fireworks display. Just as a great play or movie has various segments that flow together, fireworks shows are similar type productions that should never leave the audience wanting more or leaving disappointed.

### **Opening Presentation**

The Opening Presentation will start your display off “with a bang.” A “mini-finale” will excite the crowd and get them energized for a great show.

### **Body**

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

### **Your Grand Finale Presentation**

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

### **No Dead Air**

At any given time there will be multiple firing of shells layering the sky from 300’ to over 600’ in the air. These shots will be fired straight and with a slight angle, in single, pairs, and flights of 5 shells combinations.

### **Space and Safety Requirements**

Pyrotecnico adheres to all safety regulations provided by NFPA 1123 and the State of Texas. In addition, Pyrotecnico requires 100’ per inch of diameter of shell for the fall out area which exceeds NFPA 1123 minimum site requirements of 70’ per inch

We take pride in our ability to “layer” the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



\*Maximum shell heights will vary for each individual display.

\*On average, shells will reach 100' of elevation for every inch in shell diameter.

(Example: 2" shells will reach approximately 200' in elevation.)

The proposed shells for the Indiantown display will layer the sky from 200' to over 400'

## Shell Types and Descriptions

Listed below is a very small sample of the types of shells Pyrotecnico has in its extensive international inventory. We will pull the quantities as listed in our proposal for each caliber size. Exact colors and types of shells will be formulated after the musical soundtrack is produced to ensure proper choreography and presentation.

### **Multi -Color Star Shells –**

Glittering Green Chrysanthemum, Red Peony with Blue Pistil, Gold Peony, Shells, Magenta Wave, Blue Peony with Palm Pistil, Purple and Twitter Glitter, Flower Wave with Purple Pistil, Green Peony with, Green Tail, Multi Color Pastel Peony, Yellow & White Peony, Glittering Red Chrysanthemum, Blue Peony with Magenta Pistil, Flower Wave to Blue with Green Pistil, Gold Silk Chrysanthemum, Sea Blue Peony with Sea Blue Tail, Purple Peony with Palm Tree Tail, Dahlia Crackling, Dahlia Multi with Silver Tail.

### **Fancy and Color Changing Shells –**

Gold Glitter to Blue with Blue Center Peony, Gold Wave to Red to Green to Purple Chrysanthemum, Gamboge Red to Blue to Silver Chrysanthemum with Green Pistil, Gamboge Purple to Crackling, Crackling Lemon to Crackling Pistil, Blue to Green to Red Peony with Twinkling Pistil, 1000's of Magic to Purple, Silver Peony to Colorful Shell of Shells, Crown Flower with Purple Pistil, Gold Wave with Purple Swimming Stars, Multi Color Pastel Umbrella, Red Peony with Time Rain Coconut Pistil, Silver Cascade to Red, White, and Blue Color Change, Crossette Willow to Red, Falling Leaves Multi Color, Rainbow.

### **Special Effect Shells –**

Saturn with Ring, Nishiki Kamuro, Red Sun, Crown Brocade, Pixie Dust Willow with Stained Glass Crackling Pistil, Stutada Red, Stutada White Spangle, Artillery Shell of Shells, Bi Break Multi Color Palms Kamuro with Violet, Jellyfish Blue Giant, Kamuro Gold Brocade, Mosaic Kamuro Crackling, Nautical Sea Green, Nautical Blue to Silver Strobe, Nautical Silver Glittering to Red, Domestic Draw-Out, 9 Time Report, Ghost White, Sweeper Blue Shell, Waterfall Orange Glitter, Waterfall Gold to Silver, Willow Twinkling, Serpents, Whistle, Fish, Tourbillions, Willow White Strobe with White Tail Center, White Spangle Red Tip Rays Blue Center with Trunk, Mosaic Blue, Waterfall Willow Happy Star.

### **Pattern Shells –**

Smiley Face, Double Red Heart, Five Pointed Star, Rings of Red, Blue Serpents with Reports, Ring Double Farfalles with Gold Glitter Blue Tip, Ring Blue Crossette, Cube, Straw Hat, Bowtie Ring, Heart Red Strobing, Ring Double Crossette, Strawberry, Sunflower with Tail, Ring Red with Titanium Salute.



**Timer Powers Park  
PROJECT DESIGN  
Product Listing  
(based on 20-21min presentation)**

**Opening Presentation**

- 40 3 inch Assorted Chrysanthemum Finale Shells
- 20 3 inch Titanium Salutes (Loud Thundering boom)
- 18 4 inch Brocade Chrysanthemum Finale Shells

78 Total Opening Shells

**Main Body**

- 432 3 inch Assorted Variety and Premium Shells
- 180 4 inch Assorted Variety and Premium Shells
- 2 150 Shot Premium Assorted Display Boxes (300 Shots)
- 8 100 Shot Premium Assorted Display Boxes (800 Shots)
- 12 49 Shot Premium Assorted Display Boxes (588 Shots)

2,300 Total Body Shells & Display Boxes

**Grand Finale**

- 200 3 inch Assorted Chrysanthemum Finale Shells
- 100 3 inch Titanium Salutes ( Loud Thundering boom)
- 48 4 inch Brocade Chrysanthemum Finale Shells

348 Total Finale Shells

## Product and Options Recap

| Product Recap       |              |
|---------------------|--------------|
| 1"- 2" Shells       | 1,688        |
| 3" Shells           | 792          |
| 4" Shells           | 246          |
| <b>TOTAL Shells</b> | <b>3,286</b> |

| Segment Recap |                     |
|---------------|---------------------|
| 78            | Opening Shells      |
| 2,300         | Body Shells         |
| 348           | Finale Shells       |
| <b>2,726</b>  | <b>Total Shells</b> |

**Grand Total: \$26,980.00 Total Pyrotecnico, All Inclusive Price**  
(Based on 20-21 Minute Display)

Alternate Pricing:

July 03-04, 2024: \$30,000.00





# Payment Terms



**Client:** Indiantown Chamber of Commerce

**Event Date:** June 29 - July 02

**Contract Terms:** Net 30

## **Postponement/Cancellation Fees:**

### **POSTPONEMENT - 25%**

If on the show date either the Authority Having Jurisdiction or Pyrotecnico (in its sole and absolute discretion) determines that the conditions make the show either impossible or would increase the risk of damage or danger to person or property, the Parties agree as follows:

1. If the Parties agree to reschedule the display to a date within 6 months of the original date, (June 27 - July 5 unavailable) then the Sponsor shall pay the Postponement Fee of 25%, in addition to the original Compensation.
2. If the Sponsor elects to cancel the display, the Sponsor shall pay the Cancellation Fee of 75% in full satisfaction of its obligations under this Agreement within 30 days of the show date.

### **CANCELLATION - 75%**

If Sponsor cancels this Agreement for any reason other than Pyrotecnico's default, or, if it is or will be impossible for Pyrotecnico to perform all of its obligations under this Agreement for reasons outside of its control regardless of its best efforts, the Parties agree as follows:

1. If the display is cancelled more than 30 days prior to the show date, Sponsor shall pay the Postponement Fee in full satisfaction of its obligations under this Agreement.
2. If the display is cancelled 30 days or less prior to the show date, Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement.

In the event of any force major occurrences (e.g. floods, strikes, civil unrest, etc.) which prevent the display, Sponsor shall pay to Pyrotecnico the Postponement Fee in full satisfaction of its obligations under this Agreement

## **Display Price Adjustments:**

1. Shells not used: Typical, non shell detonation, during an electronically fired display is between 1-2% and is considered within normal show operation. Pyrotecnico will credit any non fired shells above 1.5% of the Total shells as follows: 3" - \$6.64 per shell, 4" - \$12.47 per shell, Multi Shot Barrage - \$61.00 per barrage box.
2. Show Delayed: If the start of the show is significantly delayed by 10 minutes or more or if there are any timed breaks (dead air) during the show, due to failure by Pyrotecnico, Pyrotecnico will credit the City 5% for the first 10 minutes and every 5 minutes of delay thereafter.



**Client:** Indiantown Chamber of Commerce

**Event Date:** June 29 - July 02

## Added Value

- Pyrotecnico will utilize a water proof, digital firing system and provide a second firing system (back up system) for this display.
- Pyrotecnico will secure all needed permits (unless otherwise specified by the local jurisdiction) and organize plans directly with Fire and Safety Authorities.
- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Our trained technicians to produce the display, no subcontractors.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- Highly choreographed display design.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products.





# THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for the Indiantown Chamber of Commerce, and will strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

Darren Cunningham | Senior Account Manager FL  
561.589.9890 (Cell)



800.854.4705 • [WWW.PYROTECNICO.COM](http://WWW.PYROTECNICO.COM)



## References

1. City of Fort Lauderdale  
Debbie Bylica  
dbylica@fortlauderdale.gov  
954.683.3357  
2009 - Present
  
2. City of Clearwater  
Kris Koch  
Kris.koch@myclearwater.com  
727.562.4839  
2012 - Present
  
3. City of Cape Coral  
Todd King  
tking@capecoral.net  
239.707.6241  
2008 - Present
  
4. City of Hollywood  
Tony Bridges  
tbridges@hollywoodfl.org  
954.921.3404  
2010 - Present

Additional References available upon request.

\*This is list confidential and should not be released without Pyrotecnico's permission.

# *State of Florida*

## *Department of State*

I certify from the records of this office that PYROTECNICO FIREWORKS, INC. is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on March 27, 2014.

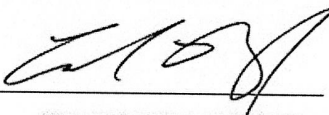
The document number of this corporation is F14000001395.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 24, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-fourth day of  
February, 2023*



  
*Secretary of State*

Tracking Number: 0814169804CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF                      ATF - Chief, FELC  
Correspondence To            244 Needy Road  
   Martinsburg, WV 25405-9431

License/Permit  
Number

**8-PA-073-23-4J-12122**

Chief, Federal Explosives Licensing Center (FELC)

Expiration  
Date

**September 1, 2024**

Name  
PYROTECNICO

**Premises Address** (Changes? Notify the FELC at least 10 days before the move.)

**299 WILSON RD  
NEW CASTLE, PA 16101-**

Type of License or Permit

**23-IMPORTER OF EXPLOSIVES**

**Purchasing Certification Statement**

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

**Mailing Address** (Changes? Notify the FELC of any changes.)

PYROTECNICO FIREWORKS INC  
PYROTECNICO  
PO BOX 149  
NEW CASTLE, PA 16103-0149

Licensee/Permittee Responsible Person Signature

*Stephen V. Itale*  
President/CEO

**STEPHEN V ITALE**

Printed Name

**Nov. 29, 2021**

Date

Previous Edition is Obsolete      PYROTECNICO FIREWORKS INC-299 WILSON RD-16101-8-PA-073-23-4J-12122-September 1, 2024-23-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I  
Revised September 2011

**Federal Explosives License (FEL) Customer Service Information**

Federal Explosives Licensing Center (FELC)  
244 Needy Road  
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352  
Fax Number: (304) 616-4401  
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

**Change of Address** (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

**Right of Succession** (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

**Federal Explosives License/Permit (FEL) Information Card**

License/Permit Name: **PYROTECNICO FIREWORKS INC**

Business Name: **PYROTECNICO**

License/Permit Number: **8-PA-073-23-4J-12122**

License/Permit Type: **23-IMPORTER OF EXPLOSIVES**

Expiration: **September 1, 2024**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |               |
|---|--|---------------|
| <b>PRODUCER</b><br>Britton-Gallagher and Associates, Inc.<br>One Cleveland Center, Floor 30<br>1375 East 9th Street<br>Cleveland OH 44114 | <b>CONTACT NAME:</b>   |               |
|   | <b>PHONE (A/C, No, Ext):</b> 216-658-7100 <b>FAX (A/C, No):</b> 216-658-7101 |               |
| <b>INSURED</b><br>Pyrotecnico Fireworks Inc.<br>P.O. Box 149<br>299 Wilson Road<br>New Castle PA 16103                                    | <b>E-MAIL ADDRESS:</b> info@brittongallagher.com                             |               |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>   | <b>NAIC #</b> |
|   | <b>INSURER A:</b> Everest Indemnity Insurance Co.                            | 10851         |
|   | <b>INSURER B:</b> Everest Denali Insurance Company                           | 16044         |
|   | <b>INSURER C:</b> Arch Speciality Ins Co                                     | 21199         |
|   | <b>INSURER D:</b> Continental Indemnity Company                              | 28258         |
| <b>INSURER E:</b>   |  |               |
| <b>INSURER F:</b>   |  |               |

## COVERAGES

CERTIFICATE NUMBER: 881258885

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |                             |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|--|-----------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | Y         | Y        | SI8ML00891-231  | 1/14/2023               | 1/14/2024               | EACH OCCURRENCE  | \$ 1,000,000                |
|          |  |           |          |                 |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)  | \$ 500,000                  |
|          |  |           |          |                 |                         |                         | MED EXP (Any one person)   | \$                          |
|          |  |           |          |                 |                         |                         | PERSONAL & ADV INJURY  | \$ 1,000,000                |
|          |  |           |          |                 |                         |                         | GENERAL AGGREGATE  | \$ 2,000,000                |
|          |  |           |          |                 |                         |                         | PRODUCTS - COMP/OP AGG   | \$ 2,000,000                |
|          |  |           |          |                 |                         |                         |  | \$                          |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  | Y         | Y        | SI8CA00141-231  | 1/14/2023               | 1/14/2024               | COMBINED SINGLE LIMIT (Ea accident)  | \$ 1,000,000                |
|          |  |           |          |                 |                         |                         | BODILY INJURY (Per person)   | \$                          |
|          |  |           |          |                 |                         |                         | BODILY INJURY (Per accident)   | \$                          |
|          |  |           |          |                 |                         |                         | PROPERTY DAMAGE (Per accident)   | \$                          |
|          |  |           |          |                 |                         |                         |  | \$                          |
| C        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><br>DED <input type="checkbox"/> RETENTION \$   | Y         | Y        | UXP1035252-03   | 1/14/2023               | 1/14/2024               | EACH OCCURRENCE  | \$ 4,000,000                |
|          |  |           |          |                 |                         |                         | AGGREGATE  | \$ 4,000,000                |
|          |  |           |          |                 |                         |                         |  | \$                          |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N / A    | 82-872096-04-27 | 6/7/2022                | 6/7/2023                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |                             |
|          |  |           |          |                 |                         |                         | E.L. EACH ACCIDENT   | \$ 1,000,000                |
|          |  |           |          |                 |                         |                         | E.L. DISEASE - EA EMPLOYEE   | \$ 1,000,000                |
|          |  |           |          |                 |                         |                         | E.L. DISEASE - POLICY LIMIT  | \$ 1,000,000                |
| A        | Excess Liability #2  | Y         | Y        | SI8EX01314-231  | 1/14/2023               | 1/14/2024               | Each Occ/ Aggregate Total Limits   | \$5,000,000<br>\$10,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

## CERTIFICATE HOLDER

## CANCELLATION

|                    |  |
|--------------------|--|
| Proof of Insurance | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                    | AUTHORIZED REPRESENTATIVE<br>  |

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ACORD 25 (2010/05)

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Proudly Presents



# **STARS & STRIPES FIREWORKS**



**FOOD TRUCKS, VENDORS, &  
FIREWORKS SHOW**



**JUNE 29TH 2024**

**5PM-10PM**



**TIMER POWERS PARK  
21479 SW Citrus Blvd, Indiantown**

Outside coolers, food or drinks are not permitted.  
Only service animals are allowed.

[www.Indiantownchamber.com](http://www.Indiantownchamber.com)





## Indiantown CHAMBER of COMMERCE

January 31, 2024

Dear Village of Indiantown,

On behalf of the Indiantown Chamber of Commerce, I am writing to extend our gratitude for the invaluable support the Village of Indiantown provided during last year's Stars & Stripes Fireworks Celebration. The event's success was a testament to our community's unity and spirit, and your sponsorship played a crucial role in making it an unforgettable experience.

Encouraged by the positive feedback we received from attendees and the community, we are excited to announce the return of the Stars & Stripes Fireworks Celebration on Saturday, June 29th, from 5 pm to 10 pm at Timer Powers Park. Our aim is to continue the tradition of bringing joy and a sense of togetherness to Indiantown.

To make this year's event even more spectacular, we have received a proposal from Pyrotechnico for the fireworks display, totaling \$26,980. We are seeking the Village of Indiantown's sponsorship to cover this cost, allowing us to deliver a breathtaking fireworks show that will undoubtedly enhance the community's pride.

We plan to collect donations at the gate to establish a fireworks fund. Last year, we successfully collected \$2,676.21, demonstrating the community's enthusiasm and willingness to contribute to this beloved tradition.

Rest assured, we will handle all necessary permits with the county and fire department to ensure a safe and enjoyable event for everyone. Furthermore, we are excited to announce that this year's celebration will feature food and retail vendors, enhancing the overall experience for attendees.

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Your continued partnership is instrumental in making our community events successful and vibrant. We kindly request the Village of Indiantown's sponsorship for the Stars & Stripes Fireworks Celebration, contributing to the enrichment of our community and fostering a sense of pride among its residents.

We are open to discussing this proposal further at your convenience. Thank you for considering our request, and we look forward to the possibility of working together to create another memorable community event.

Sincerely,



Donna Carman

Executive Director

Indiantown Chamber of Commerce

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## VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETING DATE: February 8, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Councilman Dipaolo Requests a Change to the Village's Land Development Regulations to Address Gated Communities

SUMMARY OF ITEM: The Village of Indiantown (Village) during the creation of their Land Development Regulations (LDRs) relating to subdivision and traffic street design, adopted Chapter 5-1.3 which states 'Blocks within subdivisions shall connect to the existing Village Street network through a system of walkable blocks/street frontages as part of the subdivision design. Connectivity shall be assessed by the ability to provide multiple routes, diffuse traffic, and shorten pedestrian walking distances.' Section 5-1.6 states 'Although private streets are discouraged, any street that is not open to general public use shall be retained permanently as a privately owned and privately maintained street. This may be accomplished by creating a private tract or easement for ingress and egress.'

Chapter 6 of the LDRs, Section 6-2(5) states 'Closed or gated streets are discouraged.' Section 6-2(8) further states 'Street in proposed subdivisions shall be connected to rights-of-way in adjacent areas to allow proper inter-neighborhood traffic flow by means of a collector street.'

The language in Section 5 and 6 as referenced above, use the term 'discouraged', when referencing connectivity and traffic access, they do not state 'prohibited' therefore, one could interpret the LDRs allow for gated communities with private streets.

On March 23, 2023, at the Village's regular scheduled Council meeting, Councilman Carmine Dipaolo requested an agenda item be placed on the next regular scheduled Council meeting (April 13, 2023) to allow for a presentation from a residential developer on gated communities and the benefit that they can provide to the Village. The presentation and discussion were moved to the April 27, 2023 meeting. Council action was to solicit changes to the LDRs and make changes as warranted based upon the comments received. Staff solicited LDR changes, and

Councilman Carmine Dipaolo is proposing the LDRs be amended to provide language that addresses the allowance of gated communities which would also allow for closed streets within the gated communities.

FISCAL IMPACT  
STATEMENT:

RECOMMENDATION: Discussion

PREPARED BY: Tayn G. Kryzda

DATE: 2/2/2024