



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

March 28, 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
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 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- Brother Rick Williams

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS, PULLED ITEMS OR OTHER MODIFICATIONS

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS

1. Proclamation for Sexual Assault Awareness Month
2. Proclamation for Autism Acceptance Month
3. Proclamation for Water Conservation Month
4. Village Manager's Quarterly Departmental Update

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

5. Approval of Minutes March 14, 2024

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

REGULAR AGENDA

6. Approval of Purchase Agreement with Beaver Ecoworks LLC for Trailer-Based Water Treatment Model CF12E

7. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, ACCEPTING THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT (FINANCIAL PROJECT NO (446657-1-84-01) TO PROVIDE FUNDING ASSISTANCE TO THE VILLAGE OF INDIANTOWN FOR PUBLIC TRANSPORTATION OPERATING SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; FURTHER AUTHORIZING THE VILLAGE ATTORNEY TO EXECUTE THE AGREEMENT BY APPROVING IT AS TO FORM AND CORRECTNESS; AND PROVIDING AN EFFECTIVE DATE.

FIRST READING ORDINANCES

SECOND READING ORDINANCES

8. ORDINANCE NO. 06-2024 - AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING 4.14 ACRES IN SIZE, LOCATED EAST OF SW 168TH AVENUE, INDIANTOWN, PARCEL ID 06-40-39-001-013-00010-1, FROM LIGHT INDUSTRIAL (LI) ZONING DISTRICT TO UTILITY (U) ZONING DISTRICT; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.
9. ORDINANCE NO. 02-2024 - AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TOTALING 116.16 ACRES IN SIZE, LOCATED AT SOUTH OF SW CITRUS BOULEVARD, NORTH OF SW KANNER HIGHWAY, AND IMMEDIATELY EAST OF THE EXISTING BOUNDARIES OF THE VILLAGE OF INDIANTOWN, PARCEL ID 03-40-39-000-000-00030-2, 02-40-39-000-000-00050-9, AND 35-39-39-000-000-00040-4, WHICH PROPERTY IS CONTIGUOUS TO THE VILLAGE OF INDIANTOWN IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES, AND OTHER CONTROLLING LAW; REDEFINING THE BOUNDARIES OF THE VILLAGE OF INDIANTOWN TO INCLUDE SAID PROPERTY; PROVIDING FOR LEGAL DESCRIPTION AND A MAP; PROVIDING FOR IMPLEMENTATION AND NOTICE TO APPROPRIATE AGENCIES; AND PROVIDING FOR FINDINGS, CONFLICTS, NON-CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.
10. ORDINANCE NO. 05-2024 - AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT CONCERNING REAL PROPERTY TOTALING 4.14 ACRES IN SIZE, LOCATED EAST OF SW 168TH AVENUE, INDIANTOWN, PARCEL ID 06-40-39-001-013-00010-1, FROM LIGHT INDUSTRIAL TO UTILITY LAND USE DESIGNATION; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

DISCUSSION ITEMS

11. Discussion on Code Enforcement

ANNOUNCEMENTS

NEXT REGULAR MEETING (ANNOUNCE TIME, DATE AND LOCATION)

ADJOURNMENT

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: March 28, 2024

MEETING TYPE:

AGENDA ITEM TITLE: Proclamation for Sexual Assault Awareness Month

SUMMARY OF ITEM: Sexual Assault Awareness Month is observed nationally every April to raise public awareness about sexual violence

FISCAL IMPACT STATEMENT: N/A

RECOMMENDATION: For informational purposes only

PREPARED BY: Renae Cherry DATE: 3/22/2024

ATTACHMENTS:

Description

Proclamation for Sexual Assault Awareness Month

Proclamation



SEXUAL ASSAULT AWARENESS MONTH APRIL, 2024

WHEREAS, Sexual Assault Awareness Month is observed nationally every April to raise public awareness about sexual violence, to support survivors, and to promote efforts to prevent sexual assault; and

WHEREAS, sexual assault is a pervasive and deeply concerning issue that affects individuals of all ages, genders, races, and socioeconomic backgrounds, causing physical, emotional, and psychological harm; and

WHEREAS, it is essential to recognize the courage and resilience of survivors of sexual assault and to provide them with the support, resources, and services they need to heal and recover from their experiences; and

WHEREAS, Sexual Assault Awareness Month provides an opportunity to educate our community about the causes and consequences of sexual violence and to engage in discussions about prevention strategies, bystander intervention, and the importance of consent; and it is incumbent upon us as a society to work together to create a culture of respect, equality, and consent, where sexual violence is not tolerated, and all individuals are treated with dignity and respect.

NOW, THEREFORE, I, Susan Gibbs Thomas, Mayor of the Village of Indiantown, Florida do hereby proclaim April as Sexual Assault Awareness Month in the Village of Indiantown and urge all citizens to join me in raising awareness about sexual assault, supporting survivors, and advocating for policies and programs that prevent sexual violence and promote a culture of consent and respect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Village of Indiantown, Florida to be affixed this 28th day of March 2024.

ATTEST:

LaRhonda McBride
Village Clerk

Susan Gibbs Thomas
Mayor

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: March 28, 2024

MEETING TYPE: Proclamation for Autism Acceptance Month

AGENDA ITEM TITLE: Proclamation for Autism Acceptance Month

SUMMARY OF ITEM: Autism Acceptance Month is observed annually in April to promote understanding, acceptance, and inclusion of individuals with (ASD)

FISCAL IMPACT STATEMENT: N/A

RECOMMENDATION: For informational purposes only

PREPARED BY: Renae Cherry

DATE: 3/22/2024

ATTACHMENTS:

Description

Proclamation for Autism Acceptance Month

Proclamation



AUTISM ACCEPTANCE MONTH APRIL, 2024

WHEREAS, Autism Acceptance Month is observed annually in April to promote understanding, acceptance, and inclusion of individuals with autism spectrum disorder (ASD); and

WHEREAS, autism is a developmental disability that affects people's social interactions, communication, behaviors, and sensory processing, but also brings unique strengths, talents, and perspectives to our communities; and it is essential to recognize the diversity of experiences and abilities within the autism community and to celebrate the contributions and achievements of individuals with autism in all aspects of society; and

WHEREAS, Autism Acceptance Month provides an opportunity to raise awareness about autism, combat stigma and discrimination, and promote supportive environments that enable individuals with autism to thrive and reach their full potential; and

WHEREAS, it is incumbent upon us as a community to foster a culture of acceptance, understanding, and inclusion, where individuals with autism are valued, respected, and supported in achieving their goals and aspirations.

NOW, THEREFORE, I, Susan Gibbs Thomas, Mayor of the Village of Indiantown, Florida do hereby proclaim April as Autism Acceptance Month in the Village of Indiantown and urge all citizens to join me in promoting acceptance, understanding, and inclusion of individuals with autism, and in celebrating the unique talents and contributions they bring to our communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Village of Indiantown, Florida to be affixed this 28th day of March 2024.

ATTEST:

LaRhonda McBride
Village Clerk

Susan Gibbs Thomas
Mayor

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: March 28, 2024

MEETING TYPE: Proclamation for Water Conservation Month

AGENDA ITEM TITLE: Proclamation for Water Conservation Month

SUMMARY OF ITEM: Water is a fundamental resource essential for life, health, and economic prosperity

FISCAL IMPACT N/A
STATEMENT:

RECOMMENDATION: For informational purposes only

PREPARED BY: Renae Cherry

DATE: 3/22/2024

ATTACHMENTS:

Description

Proclamation for Water Conservation Month

Proclamation



WATER CONSERVATION MONTH APRIL, 2024

WHEREAS, water is a fundamental resource essential for life, health, and economic prosperity, and access to clean and reliable water is a basic human right; and

WHEREAS, water is a finite resource facing increasing demands due to population growth, urbanization, climate change, and other factors, leading to water scarcity. Environmental degradation and water conservation is a critical component of sustainable water management, helping to preserve water supplies, protect ecosystems, and ensure the availability of water for future generations; and

WHEREAS, Water Conservation Month is observed in April to raise awareness about the importance of water conservation and to promote water-saving practices, policies, and technologies and it is essential to educate our community about the value of water, the impacts of water wastage, and the benefits of water conservation measures at home, in businesses, and in public spaces; and

WHEREAS, by working together to conserve water, we can reduce water usage, lower utility bills, mitigate the effects of drought, and safeguard the environment for present and future generations.

NOW, THEREFORE, I, Susan Gibbs Thomas, Mayor of the Village of Indiantown, Florida do hereby proclaim April as Water Conservation Month in the Village of Indiantown and urge all citizens to join me in recognizing the importance of water conservation and in taking action to protect and preserve our precious water resources.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Village of Indiantown, Florida to be affixed this 28th day of March 2024.

ATTEST:

LaRhonda McBride
Village Clerk

Susan Gibbs Thomas
Mayor

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: March 28, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Village Manager's Quarterly Departmental Update

SUMMARY OF ITEM: On March 14, 2024 the Village Manager was asked by the Village of Indiantown (Village) Council to provide quarterly departmental updates during a regular scheduled Council meeting. The Utilities and Public Works department will be providing their quarterly update.

FISCAL IMPACT STATEMENT: Staff time.

RECOMMENDATION: The Council receive the presentation.

PREPARED BY: Taryn G. Kryzda, Village Manager

DATE: 3/18/2024

ATTACHMENTS:

Description

UTILITIES AND PUBLIC WORKS POWERPOINT

VILLAGE OF INDIANTOWN

Utilities & Public Works Update

Pat Nolan- Utilities & Public Works Director

March 2024



Public Works Projects

Uptown Roadway and Drainage Repair

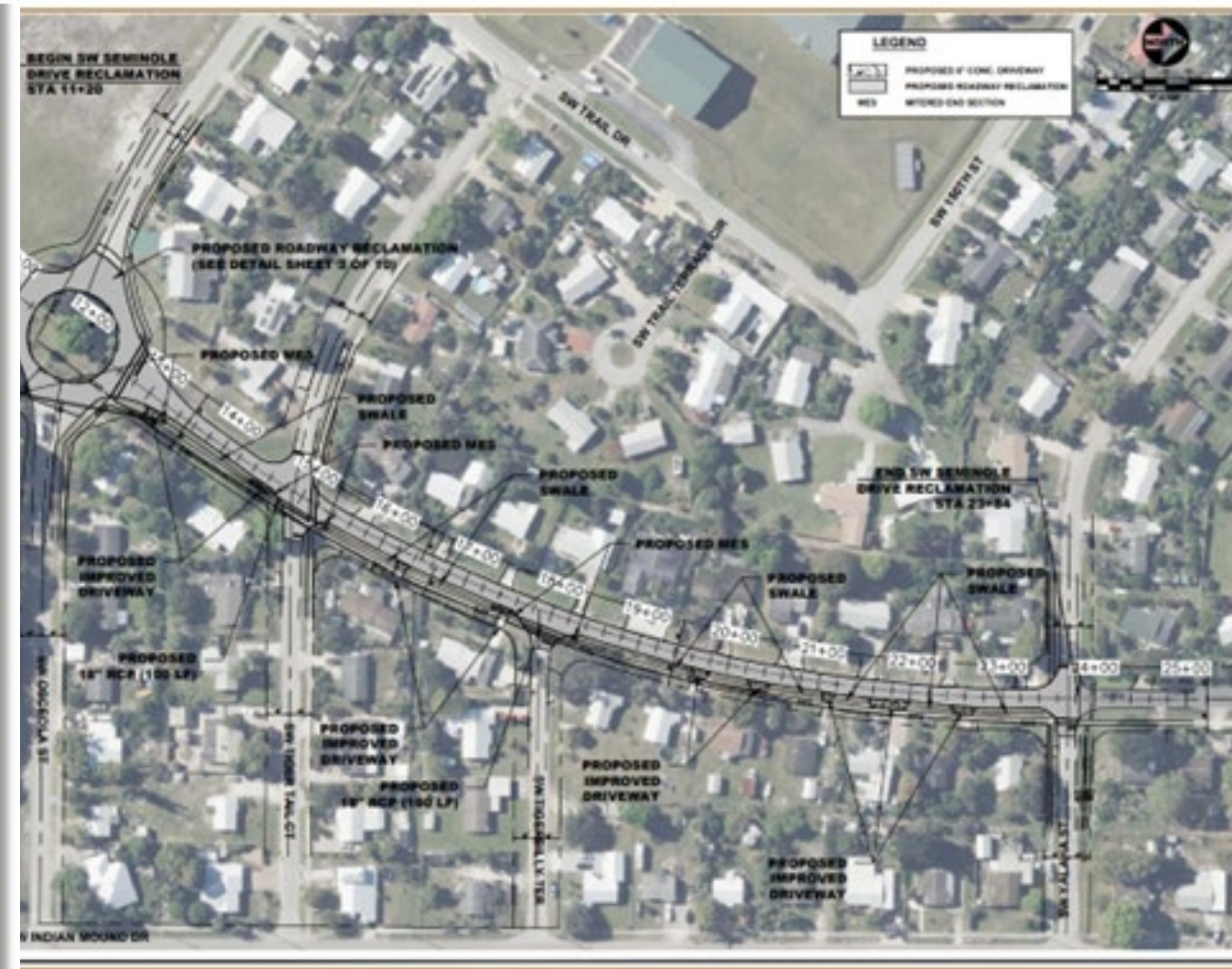


Design Phase

Funding Source:

Florida Department of Transportation
Grant

Seminole Drive & Magnolia Generator Project



READY TO GO OUT FOR BID

Neighborhood Revitalization 2019

Funding Source

Department of Economic Opportunity (DEO)
Community Development Block Grant (CDBG)

SW Lincoln Street Roadway and Drainage Project



Design Phase

Project will increase vehicular safety by providing a paved roadway and update drainage to eliminate unsafe ditches

Funding Source

Approved by Governor Ron DeSantis-
FY23 State Appropriations

Water Plant Project



This project is planned to be located on the same property as the existing Water Treatment Plant

Staff has begun the permitting process for the two Floridian wells and deep injection well

SEEKING FUNDING FOR PROJECT

Railroad Avenue Water Main



100-Year-Old 8-inch water main replaced and upgraded to a 16 Inch Water replacement from Booker Park to Fernwood Forest along the CSX Railroad Right-of-Way.

DESIGN COMPLETED

SEEKING FUNDING FOR CONSTRUCTION

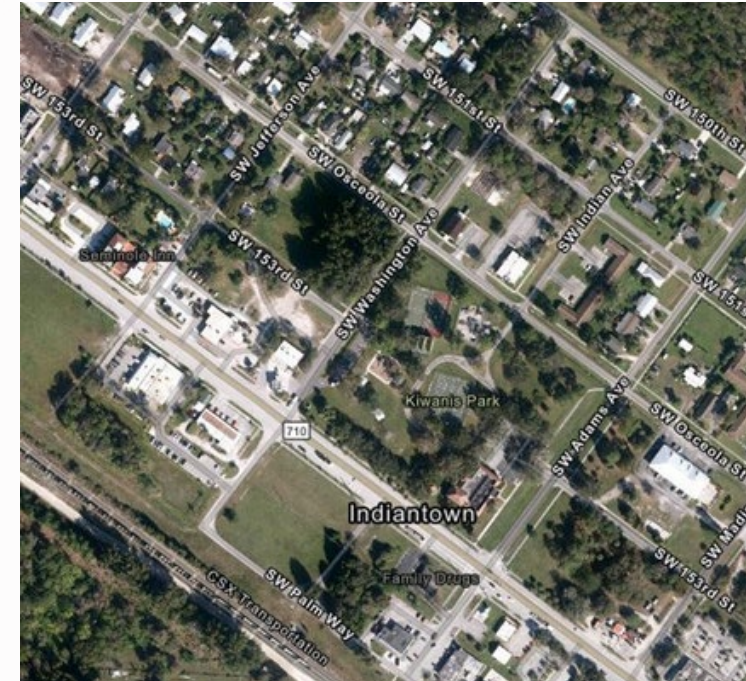
12" Water Main Looping Project



12 Inch Water Main Farm Road looping around State Road 710

GOING OUT TO BID

151st & Osceola Street Water Main Project



FY24 Mast Appropriation Funding The Village received \$3M Included in the agriculture appropriations bill.

Funding disbursement will be early 2024

WAITING ON FUNDING

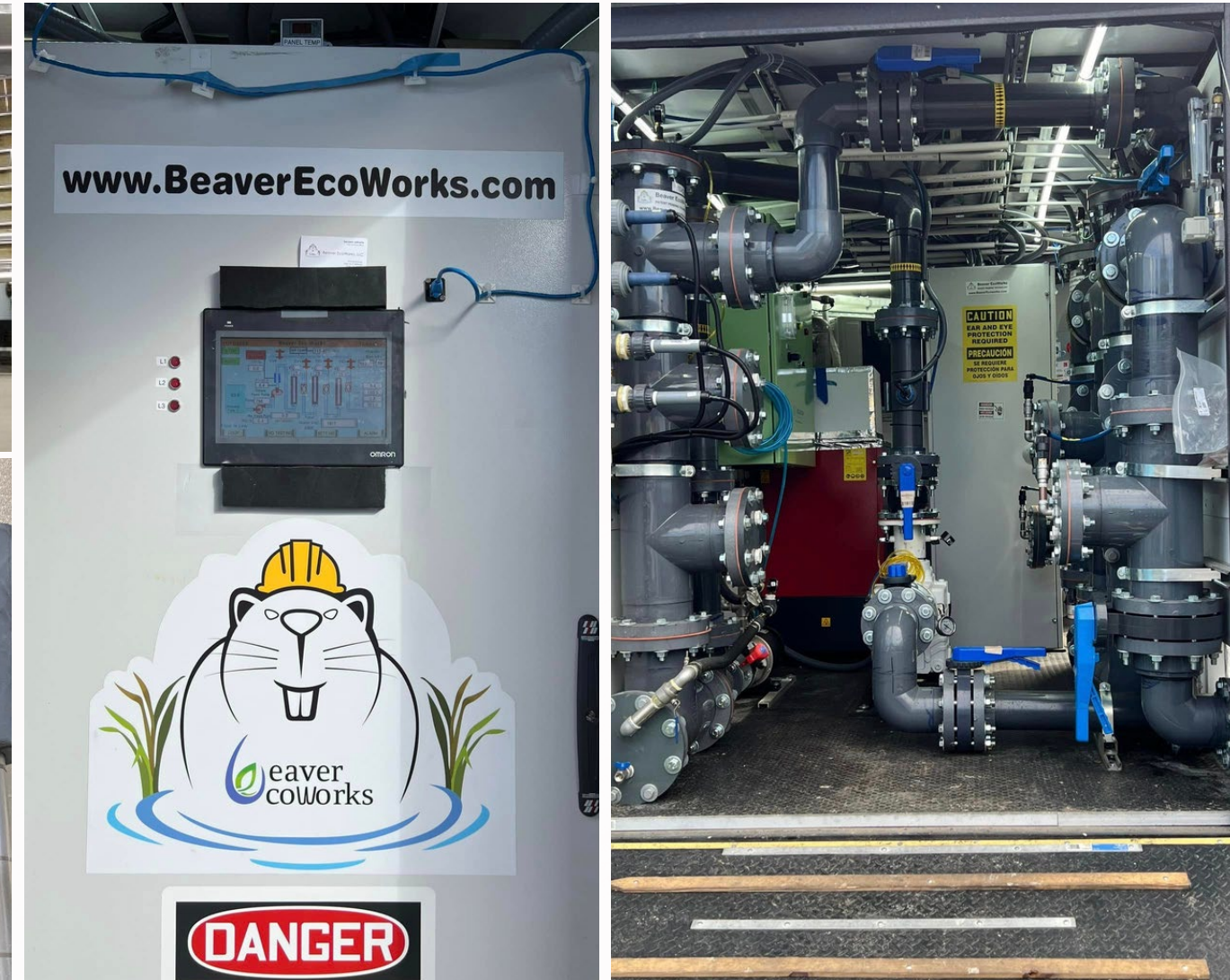
Special Projects

Sedron Technologies



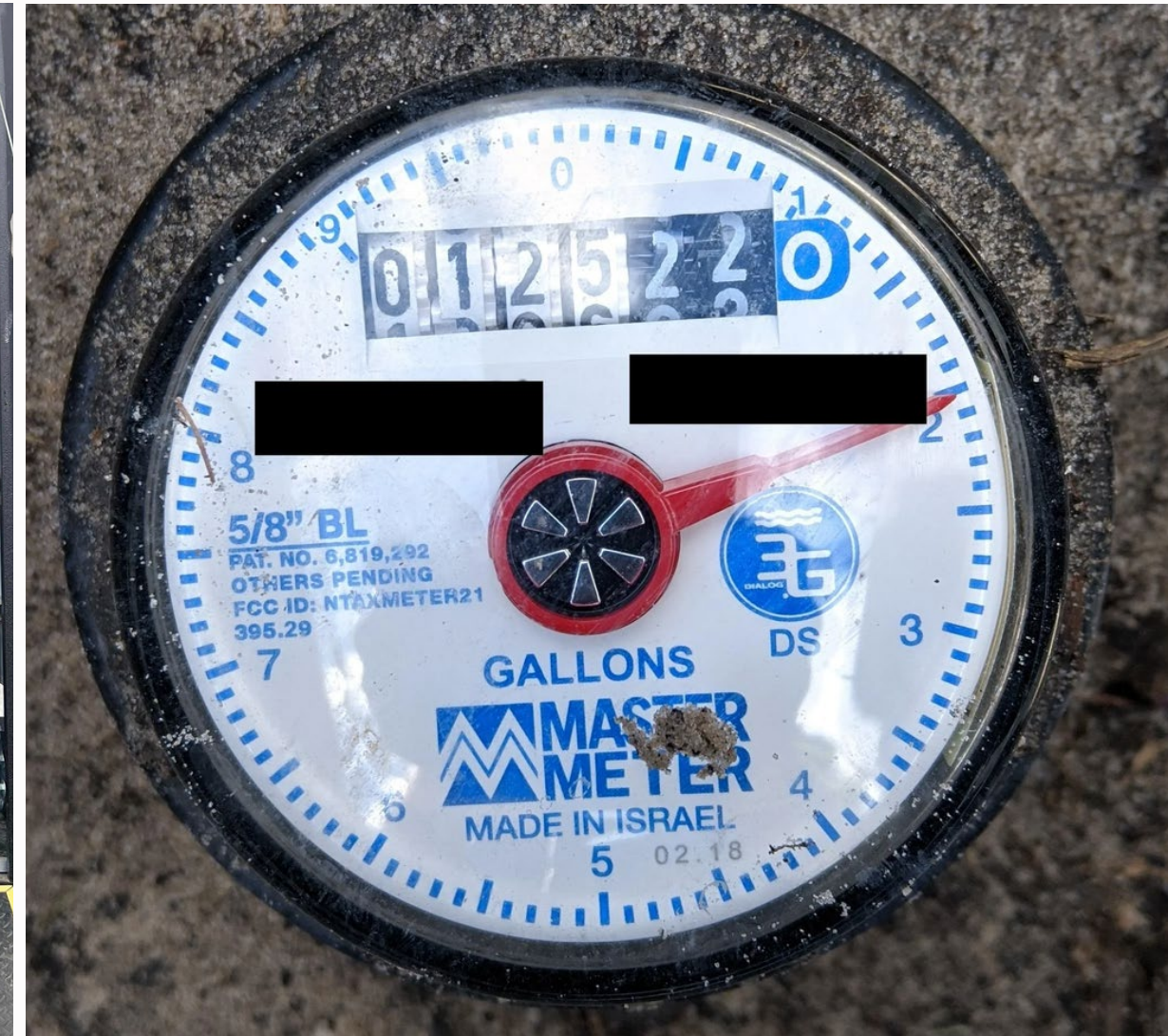
Sedron Technologies' Varcor system provides a highly efficient solution for processing liquid waste streams that concentrates and recovers the outputs into pathogen-free solid and liquid fractions.

BeaverEco Works



Electrochemical Advanced Oxidation Processes and Ultrafine Bubble Injection for Pretreating Drinking Water

Automatic Meter Reading Infrastructure



Installation of 2000 Automated Meter Reading (AMR) Advanced Metering Infrastructure (AMI) Water Meters and Installation services.
BID AWARDED
100% GRANT FUNDED



Questions/Comments

Pat Nolan

Utilities & Public Works Director
pnolan@indiantownfl.gov

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: March 28, 2024

MEETING TYPE: Regular Agenda

AGENDA ITEM TITLE: Approval of Minutes March 14, 2024

SUMMARY OF ITEM: Approval of Minutes March 14, 2024

FISCAL IMPACT STATEMENT: N/A

RECOMMENDATION: APPROVAL

PREPARED BY: LaRhonda McBride, Village Clerk

DATE: 3/22/2030

ATTACHMENTS:

Description

Approval of March 14, 2024 Minutes



**VILLAGE OF INDIANTOWN
REGULAR VILLAGE COUNCIL MEETING MINUTES
March 14, 2024
6:30 PM**

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

CALL TO ORDER: 6:33 p.m.

ROLL CALL: LaRhonda McBride, Village Clerk

PRESENT: Mayor Susan Gibbs Thomas, Vice Mayor Angelina Perez, Council Member Janet Hernández, and Council Member Carmine Dipaolo. *Staff:* Village Manager Taryn Kryzda, Village Attorney Wade C. Vose, Community Development Director Deanna Freeman, Financial Services Director Michael Florio, Parks & Recreation Director Deborah Resos, Public Works & Utilities Director Patrick Nolan, Village Clerk LaRhonda McBride, and Administrative Assistant Renae Cherry.

INVOCATION: Rick Williams

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

ADDITIONS, DELETIONS, PULLED ITEMS OR OTHER MODIFICATIONS:

Staff requested that Item #5 on the Consent Agenda be moved to the Regular Agenda.

Staff requested that the Addendum to the Village Council Agenda be moved to #6 on the Regular Agenda.

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS:

1. Proclamation National Agriculture Day

Mayor Gibbs Thomas read the proclamation in honor of National Agriculture Day.

Paula Smith with the Boys and Girls Club spoke regarding her involvement with the Indiantown Community Garden.

2. Proclamation on Martin Reads

Mayor Gibbs Thomas read the proclamation in honor of Martin Reads and its initiative, Write Your Story Day, to be held on March 14, 2024.

3. Brownfield Presentation

Jared Beck with Stantec Consulting and Stephanie Heidt with the Treasure Coast Regional Planning Council gave a presentation regarding inventory, site reuse assessment, and revitalization strategy.

Council Member Hernández inquired into the next steps for the work in Booker Park.

Mr. Beck stated that his office would produce a funding roadmap including grant sources that would both fund direct projects and leverage existing Village funding.

Ms. Heidt clarified that the grants laid out in the plan represent a starting point.

Council Member Hernández asked whether Mr. Beck and Ms. Heidt would assist the Village in applying for those funds.

Ms. Heidt advised that the Regional Planning Council can provide technical assistance with grant writing and research.

Mayor Gibbs Thomas advised caution when explaining the plan to the public, given that a substantial portion of the land is privately owned. She noted that private owners cannot be forced to comply with the Village's plans and that this fact should be made clear to the public.

Ms. Heidt confirmed that this plan is a rendering.

Mayor Gibbs Thomas warned that residents may not understand what a rendering is, and that this definition should be clarified to emphasize that private owners are not bound to the Village's plan.

Ms. Heidt agreed to make this very clear in the report.

Council Member Dipaolo asked whether grant money can be used to revitalize an area.

Ms. Heidt stated that the funding is for 'brownfield' specifically and that the

majority of the grant must be used for conducting assessments on these properties.

Mayor Gibbs Thomas thanked Mr. Beck and Ms. Heidt for the presentation.

PUBLIC COMMENT:

Juan Carlos Lasso spoke regarding ways to simplify the application for special event permitting. Additionally, he requested an expansion of Parks and Recreation programs and facilities and more options for affordable housing.

COMMENTS BY VILLAGE COUNCIL MEMBERS:

Council Member Dipaolo assured Mr. Lasso that the Council is working to provide affordable housing but that there are many aspects of the problem that the Council has no control over.

Council Member Hernández wished all a good evening. She stated that the legislative session had concluded and announced that she had been named a Home Rule Hero by the Florida League of Cities. Regarding Land Development Regulations for special events, she requested that Staff make the process easier and more fair. She stated that it is important to have clear divisions between the Council's vs. Staff's decision-making capacities. She requested more oversight at the staff level, given that Staff has years of training and experience. She requested quarterly updates on water and sewer, noting that the Council used to receive quarterly updates from different departments as well as a quarterly newsletter.

Vice Mayor Perez thanked the Staff and community members for their help at the Park-It Market. She requested a proclamation to honor the finalist for the Martin County Boys and Girls Club Youth of the Year.

Mayor Gibbs Thomas wished all a good evening and advised that a Youth of the Year proclamation is in the works. Regarding Council Member Hernández's request for increased Staff oversight, she stated that bringing matters before the Council can be a catalyst for change.

Village Manager Kryzda stated that quarterly reports could be added to the Agenda as a standing item.

COMMITTEE REPORTS: None.

COMMENTS BY VILLAGE MANAGER:

Village Manager Kryzda clarified that Village Staff are required to bring before the Council any issues related to special event permitting.

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 Hernández and approved unanimously.

4. Approval of the Minutes of the Council Meeting of February 22, 2024

REGULAR AGENDA:

5. Post Family Park Skatepark Replacement and Improvements

Parks & Recreation Director Resos provided an overview of the item.

Mayor Gibbs Thomas thanked Staff for putting this item on the Regular Agenda.

Discussion ensued regarding the timeline for Phase I and II of the project, the \$99,000 budget, the equipment that would be replaced, additional planned amenities, and the life expectancy of the equipment.

Barbara Clowdus spoke in support of these improvements.

Motion was made to approve the plan for Post Family Park Skatepark replacements and improvements by Council Member Dipaolo. Motion was duly seconded by Council Member Hernández and approved unanimously.

6. Vacancy on Village Council

Village Manager Kryzda provided an overview of the item regarding Council Member Guyton Stone's resignation letter.

Village Attorney Vose provided an overview of the laws in the relevant charter.

Village Manager Kryzda noted that Mr. Stone was an original member of the Council and had served as both Vice Mayor and Mayor during his time in the Village.

Mayor Gibbs Thomas recommended presenting Mr. Stone with a recognition plaque and suggested the seat should sit vacant until the public could elect a replacement.

Council Members Dipaolo and Hernández and Vice Mayor Perez concurred.

Village Attorney Vose clarified some of the language in the charter.

Linda Nycum opposed the Council's decision and suggested that Doug Caldwell

fill the seat until a new member could be elected.

Village Attorney Vose clarified that if the Council appoints no one at this time, they may choose to appoint someone later.

Motion was made to keep the seat vacant by Council Member Dipaolo. Motion was duly seconded by Council Member Hernández and approved unanimously.

7. Approval to Piggyback City of Cocoa's Contract with Empire Computing and Consulting, Inc., for Security Cameras and Software Licensing for Village Facilities

Parks & Recreation Director Resos provided an overview of the item.

Discussion ensued regarding budget coverage for additional cameras and surveillance and punishment of vandalism caught on camera.

Motion was made to approve the contract with Empire Computing and Consulting, Inc., by Council Member Dipaolo. Motion was duly seconded by Council Member Hernández and approved unanimously.

8. Authorization to purchase a John Deer Quarter Cab Backhoe Loader for the Public Works Department

Public Works & Utilities Director Nolan provided an overview of the request to purchase a backhoe loader in the amount of \$177,293.00.

Motion was made to authorize the purchase of the equipment by Council Member Dipaolo. Motion was duly seconded by Council Member Hernández and approved unanimously.

9. Appointment of Planning, Zoning & Appeals Board (PZAB) Member

Village Manager Kryzda provided an overview of the item.

Vice Mayor Perez stated that she would announce her appointee to the PZAB at the next Council meeting.

Mayor Gibbs Thomas inquired as to whether Guyton Stone's resignation from the Village Council would impact his representation on the PZAB.

Village Attorney Vose stated that it would have no impact.

FIRST READING ORDINANCES:

10. **ORDINANCE NO. 02-2024:** AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TOTALING 116.16 ACRES IN SIZE, LOCATED AT SOUTH OF SW CITRUS BOULEVARD, NORTH OF SW KANNER HIGHWAY, AND IMMEDIATELY EAST OF THE EXISTING BOUNDARIES OF THE VILLAGE OF INDIANTOWN, PARCEL ID 03-40-39-000-000-00030-2, 02-40-39-000-000-00050-9, AND 35-39-39-000-000-00040-4, WHICH PROPERTY IS CONTIGUOUS TO THE VILLAGE OF INDIANTOWN IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES, AND OTHER CONTROLLING LAW; REDEFINING THE BOUNDARIES OF THE VILLAGE OF INDIANTOWN TO INCLUDE SAID PROPERTY; PROVIDING FOR LEGAL DESCRIPTION AND A MAP; PROVIDING FOR IMPLEMENTATION AND NOTICE TO APPROPRIATE AGENCIES; AND PROVIDING FOR FINDINGS, CONFLICTS, NON-CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Village Attorney Vose stated for the record the quasi-judicial nature of the proceedings.

Those offering testimony were sworn in by Village Clerk McBride.

Village Clerk McBride confirmed that the application had been properly advertised.

No conflicts of interest were declared by the Board Members.

Mayor Gibbs Thomas disclosed ex-parte communications via discussions with Joe Walsh and Indiantown Marine Center President Dan Romence regarding the annexation.

Council Member Hernández disclosed ex-parte communications via discussions with Joe Walsh regarding the annexation.

Vice Mayor Perez disclosed ex-parte communications via discussions with Mr. Romence regarding the annexation.

Community Development Director Deanna Freeman provided an overview of the item.

Indiantown Marine Center President Dan Romence provided additional information about the project and stated that it represented an important opportunity for the Village, the applicant, and Martin County.

Discussion ensued regarding environmental regulations for the shipyard, the positive economic impact the proposed shipyard would have on the Village, tax

revenue that the annexation might generate, plans for shipyard waste disposal, and security of the annexed property.

Council Member Hernández thanked Mr. Romence and Mr. Walsh for bringing this opportunity to the Village.

Council Member Dipaolo spoke regarding the marine industry jobs that this annexation would bring to Indiantown and the positive impact it would have on students working in the Marine Center.

Vice Mayor Perez thanked the applicant for donating to Indiantown High School.

Executive Vice President of Indian River State College Michael Hageloh spoke in support of the annexation.

Pierre Taschereau of the Martin County Business Development Board spoke in support of the annexation.

Commissioner Harold Jenkins spoke in support of the annexation.

Barbara Clowdus spoke in support of the annexation.

Motion was made to approve Ordinance No. 02-2024 on first reading by Council Member Dipaolo. Motion was duly seconded by Council Member Hernández and approved unanimously.

11. **ORDINANCE NO. 03-2024:** AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROVIDING FOR A LARGE-SCALE COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT CONCERNING REAL PROPERTY TOTALING 116.16 ACRES IN SIZE, LOCATED SOUTH OF SW CITRUS BOULEVARD, NORTH OF SW KANNER HIGHWAY, AND IMMEDIATELY EAST OF THE EXISTING BOUNDARIES OF THE VILLAGE OF INDIANTOWN, PARCEL ID 03-40-39-000-000-00030-2, 02-40-39-000-000-00050-9, AND 35-39-39-000-000-00040-4, FROM COUNTY RURAL DENSITY LAND USE DESIGNATION TO VILLAGE COMMERCIAL WATERFRONT LAND USE DESIGNATION; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

Community Development Director Freeman provided an overview of the item.

Motion was made to approve Ordinance No. 03-2024 on first reading by Council Member Hernández. Motion was duly seconded by Council Member Dipaolo and approved unanimously.

12. **ORDINANCE NO. 04-2024:** AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROVIDING FOR THE REZONING OF REAL

PROPERTY 116.16 ACRES IN SIZE, LOCATED SOUTH OF SW CITRUS BOULEVARD, NORTH OF SW KANNER HIGHWAY, AND IMMEDIATELY EAST OF THE EXISTING BOUNDARIES OF THE VILLAGE OF INDIANTOWN, PARCEL ID 03-40-39-000-00030-2, 02-40-39-000-00050-9, AND 35-39-39-000-000-00040-4, FROM COUNTY A-2, AGRICULTURAL ZONING DISTRICTS TO VILLAGE CANAL MIXED-USE (CMU) ZONING DISTRICT; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

Community Development Director Freeman provided an overview of the item.

Motion was made to approve Ordinance No. 04-2024 on first reading by Council Member Hernández. Motion was duly seconded by Council Member Dipaolo and approved unanimously.

13. **ORDINANCE NO. 05-2024:** AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT CONCERNING REAL PROPERTY TOTALING 4.14 ACRES IN SIZE, LOCATED EAST OF SW 168TH AVENUE, INDIANTOWN, PARCEL ID 06-40-39-001-013-00010-1, FROM LIGHT INDUSTRIAL TO UTILITY LAND USE DESIGNATION; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

Village Attorney Vose stated for the record the quasi-judicial nature of the proceedings.

No conflicts of interest were declared by the Board Members.

Mayor Gibbs Thomas, Vice Mayor Perez, Council Member Hernández, and Council Member Dipaolo disclosed ex-parte communications via discussions with Village Staff regarding the amendment.

Community Development Director Freeman provided an overview of the item.

Motion was made to approve Ordinance No. 05-2024 on first reading by Council Member Dipaolo. Motion was duly seconded by Council Member Hernández and approved unanimously.

14. **ORDINANCE NO. 06-2024:** AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING 4.14 ACRES IN SIZE, LOCATED EAST OF SW 168TH AVENUE, INDIANTOWN, PARCEL ID 06-40-39-001-013-00010-1, FROM LIGHT INDUSTRIAL (LI) ZONING DISTRICT TO UTILITY (U) ZONING DISTRICT; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

Community Development Director Freeman provided an overview of the item.

Motion was made to approve Ordinance No. 06-2024 on first reading by Council Member Dipaolo. Motion was duly seconded by Council Member Hernández and approved unanimously.

15. **ORDINANCE NO. 07-2024**: AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, CREATING ARTICLE VII, “WATER CONSERVATION -- LANDSCAPE IRRIGATION,” OF CHAPTER 40, “UTILITIES,” OF THE VILLAGE OF INDIANTOWN CODE OF ORDINANCES; PROVIDING FOR LOCAL IMPLEMENTATION OF THE MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (CHAPTER 40E-24, F.A.C.); PROVIDING DEFINITIONS; PROVIDING FOR THE APPLICABILITY OF THE ARTICLE; PROVIDING THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR A REQUIREMENT TO OPERATE TECHNOLOGY THAT INHIBITS OR INTERRUPTS AN IRRIGATION SYSTEM DURING PERIODS OF SUFFICIENT MOISTURE; PROVIDING FOR VARIANCES FROM THE SPECIFIC DAY OF THE WEEK LIMITATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES FOR VIOLATION; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Village Attorney Vose provided an overview of the item.

Motion was made to approve Ordinance No. 07-2024 on first reading by Council Member Dipaolo. Motion was duly seconded by Council Member Hernández and approved unanimously.

SECOND READING ORDINANCES: None

DISCUSSION ITEMS:

16. Discussion of Draft Charter Amendment Providing for Term Limits for Village Council Members

Village Attorney Vose provided an overview of the item, which would impose a term limit of 8 consecutive years followed by a two-year break.

Village Attorney Vose advised the Council that the deadline for the Village to adopt and deliver this amendment in order to have it on the August 2024 ballot would be by noon on June 14, 2024.

Mayor Gibbs Thomas spoke regarding the importance of establishing term limits.

Council Member Dipaolo stated that term limits are not needed because elections serve the will of the residents.

Council Member Hernández spoke in support of having term limits but suggested that 8 years is too short.

Vice Mayor Perez concurred with Council Member Dipaolo that term limits are not needed.

Mayor Gibbs Thomas spoke again in support of term limits.

Barbara Clowdus spoke in opposition to term limits.

Linda Nycum spoke in support of term limits.

ANNOUNCEMENTS: None

NEXT REGULAR MEETING: March 28, 2024

ADJOURNMENT: 9:17 p.m.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

LaRhonda McBride
Village Clerk

Susan Gibbs Thomas,
Mayor

Date

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: March 28, 2024

MEETING TYPE: Regular Agenda

AGENDA ITEM TITLE: Approval of Purchase Agreement with Beaver Ecoworks LLC for Trailer-Based Water Treatment Model CF12E

SUMMARY OF ITEM: Village staff was approached to enter into a pilot program with Beaver Ecoworks, which is in the business of advanced water treatment solutions to further clarify water and wastewater through a technical oxidization process.

On January 11, 2024, the Village Council approved a short-term lease of a Beaver Ecoworks Trailer-Based Water Treatment system, as a prelude to ultimately purchasing the system after a few months of successful use and confirmation that SRF funds could be used for the purchase.

As anticipated, utilization of this technology has provided a better end product to the consumer and lessened the need for chemicals and ultra filtration, which will provide reduced operation costs for the Village. This has resulted in water that is clearer and has less chemicals used to treat, and provides the consumer with a better end result. In addition, staff has confirmed that SRF funds may be used for the purchase of the system.

The trailer has been built for the Village's water plant and customized to meet the needs of the Village water operations. The trailer contains pumps, reactors, pneumatic controls, ozone unit, air compressor and dryer, and many various meters and flow monitors.

The purchase price is \$672,750, less a credit of \$95,422 for lease payments paid to date, for a total remainder due of \$577,328.

The Purchase Agreement includes 3 year warranty on parts and 1 year warranty on labor. The Purchase Agreement has been reviewed for legal sufficiency by the Village Attorney.

FISCAL IMPACT STATEMENT: The fiscal impact is the cost of the trailer. It is too soon to fully quantify the net reduction in costs to the Village water plant operations.

RECOMMENDATION: Staff recommends approval of the Purchase Agreement

PREPARED BY: Wade Vose, Village Attorney

DATE: 3/22/2024

ATTACHMENTS:

Description

Water Treatment Unit 2304 Equipment Purchase Agreement Indiantown FINAL 3.22.24 for signature - for agenda

Technical Report - Beaver Ecoworks - for Indiantown water plant



PURCHASE AGREEMENT

Beaver Project 2304



Indiantown Drinking Water
Pretreatment/Preconditioning Project 2304

Model CF12E

Beaver Ecoworks Trailer Specifications
Beaver Project 2304

Total Flow rate capacity: 500 GPM

One Inlet 4" Flanged connection.

One Outlet 4" Flanged connection.

Electric Power requirements: 460V, 3 Phase, 60Hz, 40 Amps.

MARCH 28, 2024

BEAVER ECOWORKS, LLC

3275 SW 42nd Ave., Palm City, Florida 34990

Equipment Purchase Agreement

This Equipment Purchase Agreement ("Agreement") is entered into March 28, 2024 ("the Effective Date"), by and between Village of Indiantown, Florida ("Buyer"), a municipal corporation organized under the laws of the State of Florida with offices located at 15516 SW Osceola Street, Suite B, Indiantown, Florida 34956 and Beaver Ecoworks LLC ("Seller"), a Florida limited liability company with offices located at 3275 SW 42nd Ave., Palm City, Florida 34990. Buyer and Seller are collectively referred to as the "Parties".

Whereas, Buyer and Seller have reached agreement on certain terms and conditions for the purchase by Buyer and the sale by Seller of equipment, materials and services set forth in Exhibit A. attached hereto and made part hereof (the "Equipment").

Now, therefore, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. **Agreement Construction.** This Agreement, including any exhibits, attachments, drawings, and schedules attached hereto, constitute the entire agreement between the Parties relating to the subject matter hereof. Terms and conditions stated in any of Buyer's purchase orders or any other documents provided by Buyer relating to this Agreement which are either different from or additional to the terms and conditions stated in this Agreement shall be deemed rejected by Seller without need of any further or additional notice of rejection and shall be null and void, and the terms and conditions of this Agreement shall prevail over any such different terms and conditions, unless otherwise agreed in writing and signed by the Seller.

2. **Scope of Purchase.** Seller shall furnish and deliver the Equipment and perform all related services as set forth in this Agreement. For purposes of this Agreement, the term "Equipment" shall include all equipment, related services, and the rights to be transferred by Seller in performance of this Agreement. Equipment does not include any labor, materials, articles and acts to be furnished by Buyer pursuant to the terms of this Agreement.

3. Commercial Terms.

(a) **Price.** Buyer shall pay Seller the amounts set forth in Exhibit B. attached hereto ("Price") and made a part hereof, and in accordance with the payment conditions set forth in Exhibit B., as may be adjusted pursuant to this Agreement.

(b) **Changes in Price.** Except as expressly set forth or provided for in this Agreement, the Price is not subject to any escalation or to any adjustment or revision.

(c) **Taxes and Duties.** The Parties shall be responsible for taxes and duties as set forth in the Exhibits. Unless otherwise set forth in the Exhibits, Buyer shall be responsible for any sales, use, excise, value-added, services, consumption, and other tax on the sale of the Equipment to Buyer.

(d) **Payment.** Buyer shall pay Seller in US Dollars by wire transfer to Seller's bank account in accordance with Seller's written instructions provided to Buyer.

4. Inspection and Testing.

(a) **Seller's Testing Prior to Shipment; Test Scope.** Seller shall perform testing of the Equipment prior to shipment from Seller or its supplier's facilities to Buyer to demonstrate the

selected performance parameters of the specifications and/or proposal can be attained. Seller is to provide Buyer sufficient notice of the testing schedule, but in no event less than three (3) days notice, to permit test material delivery. Buyer shall have the right to attend, witness and participate in any pre-ship testing of the Equipment at Seller's manufacturing facilities or elsewhere. This requirement does not preclude pre-testing of machine components as Seller may require. Buyer and Seller will develop pre-ship test scope, duration and performance parameters prior to shipment of the Equipment. Records of all inspection work by Seller shall be kept complete and available to Buyer during the performance of this Agreement and for two (2) years thereafter.

(b) **Final Acceptance; Final Test.** The Equipment shall be final tested at Buyer's site to demonstrate that all significant performance parameters of the specifications and/or proposal are attained. Seller will develop final test scope, duration, and performance parameters prior to the delivery of the Equipment. Buyer shall conduct its final inspection of the Equipment no later than five (5) days after shipment of the Equipment to Buyer and advise Seller in writing whether it is accepting or rejecting the Equipment. If Buyer fails to provide Seller with such notice within the 5 days, then Buyer shall be deemed to have accepted the Equipment.

5. **Training.** Seller shall provide on site, in person training in English with all data necessary to properly operate and maintain the Equipment furnished hereunder. Training shall be supplied by Seller on the operation of the Equipment at no additional cost to Buyer as set forth in Exhibit A. Buyer shall pay Seller's standard rates and charges for any additional training requested by Buyer and not expressly provided for in this section.

6. **Seller's Work On Buyer's Premises.** If Seller's performance of this Agreement involves or requires operations by Seller on Buyer's premises, Buyer shall, without any charge to Seller, provide all reasonable facilities and assistance for the safety and convenience of the Seller's personnel in the performance of their duties at Buyer's premises. Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during such work.

7. **Shipping.** All Equipment acquired by Buyer under this Agreement shall be marked for shipment to Buyer's facility at the address specified in Exhibit B. Any expense for any special packaging or any special delivery requested by Buyer shall be borne solely by Buyer. Buyer shall be responsible for any and all freight, shipment, and insurance charges associated with shipment of the Equipment, even if the order is rejected upon delivery. Shipment of Equipment under this Agreement shall be F.O.B. Buyer's facility. Title and risk of loss will pass F.O.B. Buyer's facility.

8. **Warranties.**

(a) **No Liens.** Seller warrants that all the Equipment sold under this Agreement will be free any of any lien, claim or encumbrance of any nature by any third person and that the Seller will convey to Buyer clear title to the Equipment as provided for in this Agreement.

(b) **Free of Defects.** Seller warrants and represents that all Equipment sold pursuant to this Agreement will be new, of merchantable quality, and for the period specified in Exhibit B., which in any event shall not be less than one (1) year, shall be free from all defects in design, workmanship and materials, and will be fit for the particular purposes for which it is purchased, and that all the Equipment is provided in strict accordance with the specifications, samples, drawings, designs or other requirements (including all performance specifications and standards) approved or adopted by Buyer, and other standards as specified by Buyer in Exhibit B.

(c) **No Infringement.** Seller warrants that the Equipment delivered under this Agreement and its use by Buyer does not and will not infringe upon any patents, trademarks, copyrights, or other intellectual or other property rights of any kind of any third parties. Seller shall indemnify and hold Buyer harmless from and against all claims, losses, liabilities (including, but not limited to, negligence, tort, breaches of statutory duties, and strict liability), damages, judgments, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including attorneys' fees) arising out of or in any manner related to the Equipment concerning claims relating to patent, copyright, trademark, or other intellectual or other property rights infringement. Buyer agrees to give Seller prompt notice of any such claim or liability.

(d) **Disclaimer of Warranties.** THE WARRANTIES PROVIDED IN THIS SECTION 8 ARE THE ONLY WARRANTIES, EXPRESS OR IMPLIED, THAT SELLER MAKES WITH RESPECT TO THE EQUIPMENT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES.

9. **No Additional Charges.** Seller warrants that the Price set forth in Exhibit B. is complete, and no additional charges of any type shall be added without Buyer's express written consent and Buyer shall have no liability to seller for such excess amounts.

10. Reserved.

11. **Intellectual Property.**

(a) **Definition.** As used in this Agreement, "Intellectual Property" shall mean all patent rights, patent applications, rights to apply for patents, know-how, copyrights, copyright registrations, right to apply for copyrights, trade secrets, trademarks, trademark applications, rights to apply for trademarks, and any other confidential information or proprietary information owned by Seller or Buyer and/or their affiliates.

(b) **No Conveyance.** The Parties acknowledges and agrees that no right, interest, ownership, license or privilege of use of the Intellectual Property of either party is granted or conveyed by reason of the relationship between the Parties, and that each party shall retain all rights, use and goodwill in its Intellectual Property.

12. **Termination. Termination by Either Party.** This Agreement may be terminated by either party in the event of any of the following: (a) failure to comply with any material obligation or provision of this Agreement, if such failure is not cured within ten (10) days of receiving notice from the other party of the material breach; (b) any violation of the applicable laws, regulations or statutes of any country or state in which a party does business; (c) any violation of the other party's trademarks, copyrights, proprietary data, or other intellectual property rights; (d) in the event either party is required by law to terminate its arrangement under this Agreement with the other party; (e) either party submits fraudulent or intentionally erroneous reports or information to the other party; (f) the other party (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within ninety (90) calendar days after its filing; (iii) ceases to do business in the normal course; or (iv) makes an assignment for the benefit of creditors, or (g) the other party's unauthorized disclosure or unauthorized use of its Confidential Information.

13. **Independent Contractors.** Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one party and the other party's employees or agents. Neither Buyer nor Seller has the authority to bind the other, to incur

any liability or otherwise act on behalf of the other. Each party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers compensation, and all other employment benefits.

14. Excusable Delays. Neither Party shall be in default by reason of failure in performance of its obligations under this Agreement, except for the payment of money, if such failure arises out of causes beyond its reasonable control and without the fault or negligent act or omission of the party failing to perform. Such causes are limited to: acts of God, acts of the government in either its sovereign or contractual capacity, war, fires, floods, epidemics, quarantine restrictions, freight embargoes, or work stoppages. Each party shall use reasonable efforts to notify the other party of the occurrence of such an event within three (3) business days of its occurrence, but in no event more than ten (10) days after its onset. If performance is delayed over ninety (90) days, the party not experiencing the delay may terminate this Agreement.

15. Limitation of Liability. EXCEPT FOR THE PARTIES INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER SELLER OR COMPANY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

16. No-Assignment. Neither party may assign, in whole or part, this Agreement or any interest therein, without the prior, written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring, or reorganization, or as a sale or transfer of all or substantially all of a party's assets. Any assignment without such consent shall be null and void.

17. Compliance With Laws. In performing its duties hereunder and in any of its dealings with respect to the Equipment, both Parties agree to comply with all applicable provisions of any federal, state or local laws, rules, regulations and ordinances in any jurisdiction in which the Equipment is manufactured, sold, installed, or used. The Parties shall promptly notify the other in the event it knows or has reason to believe that any act or refrainment from acting required by or contemplated by this Agreement violates any applicable law, rule or regulation (whether criminal or non-criminal). The Parties agree to adhere to all applicable U.S. export laws and regulations with respect to any technical data received under this Agreement.

18. Reserved.

19. Dispute Resolution; Choice of Law. If a dispute should arise between the Parties related in any manner to this Agreement or the purchase and sale of the Equipment, the Parties agree that the exclusive means to resolve any dispute shall be as follows:

(a) **Good Faith Resolution.** The Parties will attempt in good faith to resolve any controversy or claim by promptly conferring in negotiations between representatives of both Parties who have authority to settle the controversy. The Parties agree to exchange memoranda setting forth the issue(s) in dispute and that party's position thereon, and the name(s) and title(s) of the representatives of that party. If the matter is not resolved within thirty (30) days after one party

initiates a request for a conference of the representatives, either party may initiate arbitration proceedings as provided in this section.

(b) **Arbitration.** Any dispute, controversy or claim arising out of or related to this Agreement which cannot be resolved amicably by the Parties in accordance with the provisions described in the preceding paragraph shall be solely and finally settled by arbitration in accordance with the Federal Arbitration Act, administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of three (3) arbitrators sitting in Martin County, Florida. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of Florida. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the Parties. The arbitrator shall be empowered to award money damages, but shall not be empowered to award incidental damages, consequential damages, indirect damages, statutory damages, special damages, exemplary damages, punitive damages or specific performance. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement, except that a party may seek a preliminary injunction or other injunctive relief if in its reasonable judgment such action is necessary to avoid irreparable harm including.

(c) **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its choice of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Parties agree that this Agreement has been entered into in Florida.

20. **Representations by the Parties.** Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the country or state where organized; (b) it has all requisite power and authority to own and operate its material properties and assets and to carry on its respective business as now conducted in all material respects; (c) it is duly qualified to transact business and is in good standing in each jurisdiction in which the obligations under this Agreement are to be performed; (d) it has the requisite corporate power and authority to enter into this Agreement and carry out the transactions contemplated hereby; (e) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action of each party and do not conflict with any other agreement or obligation to which it is a party; and (f) this Agreement is valid and binding obligation of each party, enforceable in accordance with its terms.

21. **Notices.** Unless otherwise agreed to by the Parties, all notices shall be deemed effective when received and made in writing by either (i) registered mail, (ii) certified mail, return receipt requested, or (iii) overnight mail, addressed to the party to be notified at the address set forth below or to such other address as such party shall specify by like notice hereunder.

22. **Authorized Signatories.** It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

23. **Severability.** If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

24. **Headings; No Strict Construction.** The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement shall not be construed more strongly against either party regardless of which party is more responsible for its preparation.

25. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.

26. **Entire Agreement; Modification; Waiver.** This Agreement and any Exhibits hereto, is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written or oral. Acceptance is limited to the terms hereof and no revision of or additions to this Agreement or any of its terms or conditions shall be effective (whether or not in Buyer's purchase order or other form or document provided by Buyer) unless agreed to in writing signed by Seller's authorized representative. This Agreement may be modified only by a written amendment signed by authorized representatives of both Parties. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision thereafter.

27. **Compliance/Consistency With Scrutinized Companies Provisions Of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Seller hereby certifies that Seller is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Seller further hereby certifies that Seller is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Seller understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Seller to civil penalties, attorney's fees, and/or costs. Seller further understands that any contract with Buyer for goods or services of any amount may be terminated at the option of Buyer if Seller (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of

Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of Buyer if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

28. SOVEREIGN IMMUNITY. Nothing in this Agreement extends, or will be construed to extend, the Buyer's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the BUYER to be sued by third parties in any matter arising out of this Agreement. Any indemnification, agreement to defend or hold harmless by Buyer, or any other obligation of Buyer specified in the Agreement shall not be construed as a waiver of Buyer's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Buyer in the Agreement in derogation hereof shall be void and of no force or effect.

In witness whereof, the Parties hereto have executed this Equipment Purchase Agreement on the date set forth below.

COMPANY

By: _____

Name: _____

Title: _____

Date: _____

SELLER

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A. EQUIPMENT LIST

DESCRIPTION OF ALL EQUIPMENT, MATERIALS AND SERVICES BEING PURCHASED

The Purchase Agreement referenced above is incorporated herein by this reference. All terms used herein which are defined in the Purchase Agreement shall have the same meaning herein. The equipment purchased pursuant to the terms of the agreement are:

- Type of Equipment: Beaver Trailer-Based Water Treatment Model CF12E (“Equipment”).
- Make and Model: 2022, Covered Wagon, Vehicle ID#53FBE121XNF077257 Trailer less than 10,000 lbs.
- Single Axle trailer housing water treatment equipment with electronic control panel, rated for 500 Gallons per min processing rate.
- Serial Number: 2304
- Capacity: 500 Gallons per min. (0.72 MGPD)

The Equipment shall be located at the Water Plant of the Village of Indiantown, specifically 15851 SW Farm Rd, Indiantown, FL. 34956 (27°01'10.5"N 80°28'09.3"W).

The Buyer shall use the Equipment solely for the purpose of water treatment as described by the Seller. All other uses shall void the warranty.



Indiantown Drinking Water Pretreatment/Preconditioning Project 2304

Model CF12E




Beaver Ecoworks Trailer Specifications Beaver Project 2304



Total Flow rate capacity: 500 GPM




One Inlet 4" Flanged connection.




One Outlet 4" Flanged connection.

Electric Power requirements: 460V, 3 Phase, 60Hz, 40 Amps.

Sr. No.	Item	Description	Qty
1	Main Pump, 15HP Each, 25PSI discharge pressure with 10ft suction lift. 	One pump connected common suction and discharge manifold and controlled by Variable Frequency drive to operate and control pumps efficiently.	1
2	4" Magnetic Flow Meter. 	Electronic flow meter to record the instantaneous flow and total flow.	1
3	Single Axle Trailer with rated load capacity of 5,000 lbs. total. 	The trailer is modified and thermal insulated.	1

4	<p>Beaver's Proprietary Electro-Oxidation reactors</p> 	<p>6ft Tall, 6" pipe inlet and outlet, housing electrode assembly connected to power supply. Each reactor connected to 4KW power supply capable inducing 200Amps @ 24VDC into the reactor.</p>	3
5	<p>Beaver's Ultrafine Bubble units.</p> 	<p>3 Ultrafine Bubble systems installed at strategic location in the piping system. Each rated for up to 1.5 CFM air to generate Ultrafine bubbles</p>	3
6	<p>Ultrafine Bubble Pneumatic Control</p>	<p>To control flow (Volume) of the gas (air) precisely for each Ultra fine bubble unit.</p>	1 set

7	Flow Sensor to monitor the flow of the process. 	Flow sensor with signal in Pulse	1
8	Air Compressor, 5 HP, 18CFM. Rotary Screw. 	Power 460V, 3 Phase, 60Hz.	1
9	Air Tank	Capacity 40Gallons, Stainless Steel, 12" Diameter with two pressure relief valves.	1
10	Ozone Generator 	100 Gr/Hr. Capacity @ 20Scfh flow rate.	1

11	Ozone Generator Booster Pump		1
			
12	Main Control Panel	Fully Automatic, temperature-controlled panel with four power supplies, PLC, HMI Screen for control logic, with data relay.	1
			
13	1.5 Ton Air Conditioner	To control the temperature of the Control Panel.	
			



14	<p>Main Power Disconnect.</p> 	<p>To connect electric power to the trailer-based process. Also used as an emergency stop.</p>	1
15	<p>Piping System with valves.</p> 	<p>Complete process piping is built with PVC sch.80 piping system. Outside connection to the process are 4" Flanged Connections.</p>	

EXHIBIT B. COMMERCIAL AND OTHER TERMS

TOTAL PRICE: \$ 672,750 Less lease credits, including freight and insurance.

Lease payments received with 100% credit towards total price:

Paid Invoice #30019 \$59,084.00

Paid Invoice #30020 \$18,169.00

Paid Invoice #30022 \$18,169.00

Credit value of \$95,422

Total Reminder Due for Purchase \$577,328

TAXES/DUTIES: \$ N/A Tax Exempt

PAYMENT TERMS: Payable upon receipt of invoice by Buyer

SHIPPING TERMS: Previously delivered and installed at Buyer's facility; Indiantown Water Plant,
15851 SW Farm Rd, Indiantown, FL 34956

DELIVERY DATE: December 15, 2023

DELIVERY DESTINATION ADDRESS: 15851 SW Farm Rd, Indiantown, FL 34956

WARRANTY PERIOD: a period of one (1) year from the date of initial installation for labor ("one-year labor warranty") and three (3) years from the date of initial installation for parts ("three-year parts warranty"), Exhibit B-1.

WIRE TRANSFER INSTRUCTIONS:

SouthState Bank

Account #8010002086136

Routing #063114030

SPECIFICATIONS: PERFORMANCE PARAMETERS FOR TESTING; STANDARDS:

PH, ORP, TDS, Dissolved Oxygen, Total Flow, and Instantaneous Flow data displayed on web portal.

OTHER (e.g. training, maintenance, etc.):

Utility Plant staff are trained for operation. Beaver Ecoworks continues to do routine checkups and maintenance.

EXHIBIT B-1: limited Product Warranty

Beaver Ecoworks, LLC (the “Company”) expressly warrants to the original purchaser that, for a period of one (1) year from the date of initial installation for labor (“one-year labor warranty”) and three (3) years from the date of initial installation for parts (“three-year parts warranty”), the Equipment (the “Equipment”) will be reasonably free of defects in materials and workmanship. This Limited Warranty only applies to Company’s Equipment which are used in the manner recommended by Company.

During the one-year labor warranty and the three-year parts warranty, Company will, at its option, repair the Equipment without charge, if the Equipment fails or does not perform as warranted solely due to a manufacturing defect within the warranty period, subject to the exclusions set forth in this Limited Warranty.

Repair during the one-year labor warranty shall include reasonable labor charges necessary to repair the defective Equipment, and shall include the costs associated with removal, repair or replacement of fixtures or hardware (“parts”). After the one-year labor warranty, the Company shall remove, repair, or replace any defective parts during the three-year parts warranty but the Customer shall be responsible for all labor costs for the parts warranty repair work. During the one year labor warranty and the three-year parts warranty, Company’s obligation as to repair shall further be limited to repair with the components and parts of the Equipment that are available at the time of the repair and shall be limited to the repair of only the specific Equipment parts that fail due to a manufacturing defect. Any repaired part shall also remain subject to a limited three (3) year warranty from the date of the original installation, and any repair shall not extend the original warranty period in any manner or start a new warranty period.

For service under this Limited Warranty, you must notify the Seller in writing, providing all information to be provided by customer for a warranty claim, including your name and address, a description of the product involved, the nature of the defect.

Disclaimer of Warranties

Company’s Products must be stored, handled, installed, used and maintained in accordance with instructions provided by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. This Limited Warranty does not cover defects caused by (a) non-compliance with Company’s operational manual; (b) damage not resulting from

manufacturing defects that occur while the Equipment is in the customer's possession; and (c) unreasonable or unintended use of Equipment. Any information or suggestion by Company with respect to the Equipment concerning applications, specifications or compliance with codes and standards is provided solely for your convenient reference and are made without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Equipment for your specific application.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THESE PRODUCTS. COMPANY CAN NOT AND DOES NOT MAKE ANY OTHER IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED

TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS OTHERWISE PROVIDED HEREIN. PRODUCTS SOLD BY COMPANY ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY COMPANY IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS, OR AT THE OPTION OF COMPANY, RETURN OF THE PRODUCT AND A REFUND OF THE PURCHASE PRICE. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCTS PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.



Electrochemical Advanced Oxidation Processes and Ultrafine Bubble Injection for Pretreating Drinking Water

A comprehensive technical report on the mobile pretreatment unit deployed at the Indiantown Drinking Water Utility Plant

Beaver EcoWorks LLC

Prepared 12 December 2023

Abstract — A commercially produced trailer-based unit with electrochemical and ozone-driven advanced oxidation process and ultrafine bubble injection technologies was integrated at the Indiantown drinking water utility plant. The unit, designed for pretreating and preconditioning raw water for treatment, has been in operation for more than 30 days at the utility plant, treating more than 16 million gallons to date. Preliminary results suggest that underlying electrochemical reactions and mechanisms involving reactive radical species is driving improvements in water quality and reducing operational burden on the utility plant. This paper covers the underlying technology and the results seen at the plant in this initial operating capability period.

INTRODUCTION

This technical report discusses the Beaver EcoWorks pretreatment unit currently operating at the Indiantown drinking water utility plant. The introduction section provides an overview of the treatment unit and the targeted chemical reactions. The technology discussion section provides a high-level overview of the two advanced oxidation process approaches used in the unit (electrochemical advanced oxidation and ozonation-driven advanced oxidation) and the ultrafine bubble injection. The results section then provides qualitative and quantitative reporting on the unit's operation and its effect on the treatment plant and the resulting drinking water quality. Lastly, a discussion section comments on the results and the significance for utility providers seeking to apply advanced oxidation and ultrafine bubbles to their water facilities.

Figures 1 and 2. The pretreatment unit is a trailer-based unit, which enabled it to be installed at the Indiantown drinking water utility plant, without significant rework to the existing infrastructure.



A. Pretreatment Unit

Beaver EcoWorks LLC, a Palm-City-based water engineering company, designed and manufactured a trailer-based unit with the following specifications for the Indiantown drinking water plant:

- ~400-500 gallons per minute (GPM) flowrate
- 3x proprietary electrochemical oxidation reactor units
- Ozone feed system, 100 grams per hour., at 20 liters per minute oxygen flow rate
- Ultrafine bubble units with 3x injection modules each rated for 1-3 cubic feet per minute (CFM) injection rate

A modular system with integrated in-line sensor suites enables automatic PLC control of the advanced oxidation process (AOP) and adaptability to dynamic water influent conditions. This trailer-based unit is designed to improve the quality of Indiantown's drinking water by pretreating and preconditioning the incoming raw water before delivering to the drinking water plant.

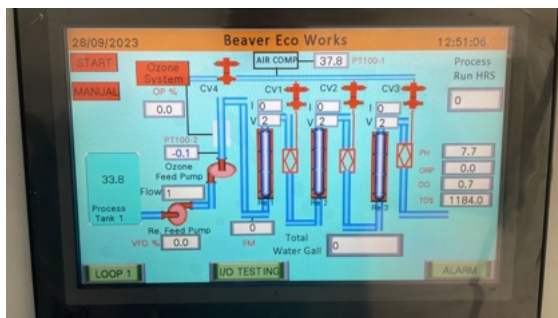


Figure 3. Treatment Unit HMI control screen

B. Underlying Reaction Chemistry Goals

The pretreatment unit is designed with several chemical reactions in mind:

- **Oxidation of Organic Contaminants:** Efficiently remove organic contaminants such as natural organic matter (NOM), pesticides, and volatile organic compounds (VOCs). Oxidation of organic elements eliminates the possibility of carcinogenic chlorination byproducts in the treated water.
- **Disinfection:** Generate reactive oxygen species (ROS) like hydroxyl radicals, which have strong disinfection properties. This process can effectively kill and inactivate bacteria, viruses, and other microorganisms.
- **Iron and Manganese Removal:** Facilitate the oxidation of these elements, allowing for their subsequent removal through filtration or settling.
- **Removal of Hydrogen Sulfide:** Effectively remove hydrogen sulfide through oxidation, improving the overall water quality and taste.
- **Precipitation:** As the pH rises, the concentration of hydroxide ions increases, and when combined with calcium and magnesium ions, it forms insoluble compounds, primarily calcium carbonate (CaCO_3) and magnesium carbonate (MgCO_3). These compounds precipitate out of the water as solids.
- **pH Adjustment:** Adjust the pH of groundwater, making it more suitable for subsequent treatment processes.
- **Dissolved Oxygen:** Enhance dissolved Oxygen level in the treated water.

TECHNOLOGY DISCUSSION

A. Advanced Oxidation Processes

Advanced Oxidation Processes (AOPs) represent a significant advancement in water treatment technology, offering effective solutions for the degradation of persistent organic pollutants. Their ability to tackle a broad spectrum of contaminants makes them a vital component in modern water treatment strategies. Specifically, these processes involve the generation of highly reactive species, predominantly hydroxyl radicals ($\bullet\text{OH}$). The high reactivity of $\bullet\text{OH}$ allows it to non-selectively attack most organic molecules, leading to the abstraction of hydrogen atoms, addition to double bonds, or electron transfer. This results in the rapid breakdown of complex organic pollutants into simpler, often less harmful, molecules.

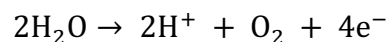
There are several methods for AOPs, but we focus on the two methods employed by the pretreatment unit: electrochemical oxidation and ozonation. Electrochemical AOP

Electrochemical AOP approaches are noted in literature for their efficiency and environmental compatibility. For example, with an electrochemical approach, oxidants are generated *in situ* and there is no need for external chemical additives¹.

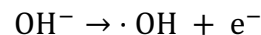
In electrochemical AOP, oxidizing agents are produced in situ at the electrode

surfaces. When an electric current passes through the system, it induces oxidation-reduction reactions at the anode and cathode, leading to the generation of $\bullet\text{OH}$ radicals and other highly reactive species. The most common oxidants are hydroxyl radicals ($\bullet\text{OH}$), but others like ozone (O_3), hydrogen peroxide (H_2O_2), and chlorine species can also be generated depending on the electrode material and the electrolyte (influent) composition.

The anode plays a crucial role in the generation of hydroxyl radicals. Here, water molecules or hydroxide ions undergo oxidation reactions. For instance, the oxidation of water can be represented by the following reaction:



Simultaneously, at the anode, hydroxide ions (OH^-) can be oxidized to form $\bullet\text{OH}$ radicals:



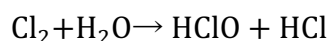
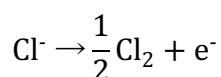
As previously mentioned, other oxidants can be produced based on the underlying influent chemistry. For example, if chlorine ions are present, electrochemical AOPs will also generate chlorine-based oxidants, such as free chlorine, ClO_2 , HOCl , and NaOCl .

Literature generally focuses on two of the most employed oxidant types: free chlorine, Cl_2 and hydroxyl radicals, $\bullet\text{OH}$. Each of these oxidants has distinct benefits and

¹ "Electrochemical Disinfection in Water and Wastewater Treatment: Identifying Impacts of Water Quality and

Operating Conditions on Performance" by Hand and Cusick in *Environmental Science and Technology*, 2021

challenges for implementation in electrochemical disinfection systems. Chlorine-based oxidants are the most widely utilized electrochemically generated disinfectants due to their relatively low oxidation potentials and the prevalence of chloride precursors in most waters of interest². In chlorine-based systems, Cl₂ is electrochemically generated on the electrode surface before diffusing into solution and hydrolyzing into both hydrochloric acid and the primary oxidant, hypochlorous acid³:



Hydroxyl radicals effectively degrade a wide range of organic pollutants, including recalcitrant and micro-pollutants, into

carbon dioxide, water, and inorganic ions. Similarly, chlorine oxidants are highly effective in disinfecting water, capable of inactivating a broad spectrum of pathogenic microorganisms, including bacteria, viruses, and protozoans. Chlorine-based oxidants can also penetrate and control biofilms, which are a common issue in water distribution systems.

Literature suggests that hydroxyl radicals are a promising oxidant for use in electrochemical treatment due to their high oxidant strength and potential for inactivating highly recalcitrant pathogens such as *Cryptosporidium* spp. In conjunction with chlorine-based oxidants, electrochemical AOPs demonstrates increased promise for disinfection applications, especially without the use of chemical additives.

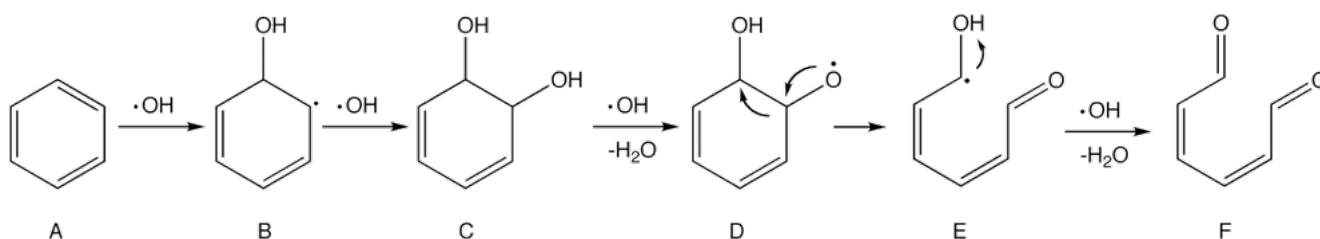


Figure 4. Proposed mechanism of the oxidation of benzene by hydroxyl radicals

² “Electrochemical Disinfection of Toilet Wastewater Using Wastewater Electrolysis Cell” by Huang et. al. in *Water Res.*, 2016

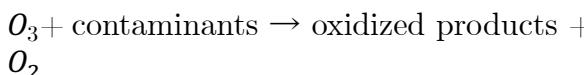
³ “Electrochemical Water Splitting Coupled with Organic Compound Oxidation: The Role of Active Chlorine Species.” by Park et. al. in *Journal of Physical Chemistry*, 2009

B. Ozonation as AOP

Ozone is one of the strongest commercially available oxidants. It is particularly effective against a wide range of organic compounds, microorganisms, and certain inorganic contaminants in water.

In ozonation AOP, ozone (O_3) acts as the primary oxidizing agent. Generated *in situ* from oxygen molecules (O_2) using electric discharge (corona discharge method), ozone, when dissolved in water, leads to the formation of hydroxyl radicals ($\bullet OH$) and other secondary oxidants. This process unfolds as follows:

a. Direct Oxidation by Ozone:



Ozone directly interacts with pollutants, leading to their oxidation. This reaction is highly reactive against a range of organic compounds and microbes.

b. Formation of Hydroxyl Radicals: $O_3 + H_2O \rightarrow 2 \cdot OH + O_2$

In aqueous environments, ozone decomposes to form highly reactive hydroxyl radicals, enhancing the oxidation capacity of the process.

Organic contaminants are oxidized to simpler compounds, typically carbon dioxide, water, and inorganic ions. This reaction pathway is particularly effective against recalcitrant organic pollutants, pharmaceuticals, and personal care products. Ozone is also a powerful disinfectant capable of inactivating a broad

spectrum of pathogenic microorganisms, including bacteria, viruses, and protozoans. The oxidative stress caused by ozone and hydroxyl radicals damages cellular components, leading to microbial death.

Combining ozonation with electrochemical advanced oxidation processes results in synergistic mechanisms, including complementary oxidation pathways. In electrochemical AOPs, the electrochemical generation of hydroxyl radicals ($\bullet OH$) and other oxidants is a key mechanism for pollutant degradation. Ozonation introduces additional reactive oxygen species, including ozone and secondary hydroxyl radicals, thus amplifying the oxidative potential of the system.

Additionally, electrochemical AOPs are effective in generating localized high concentrations of oxidants at the electrode surfaces, ozonation ensures a more uniform distribution of oxidizing agents throughout the water matrix. This combination enhances the overall reaction kinetics, leading to more efficient degradation of contaminants.

A possible approach for integration is to employ ozonation as a pre-treatment or post-treatment step in the electrochemical AOP process. Pre-treatment with ozone can break down complex contaminants into simpler forms, which are then more readily oxidized in the electrochemical AOP. Conversely, post-treatment with ozone can further oxidize intermediates formed during the electrochemical process. As a result, the integration of ozonation and electrochemical AOP can expand the range of effectively treated pollutants. Some

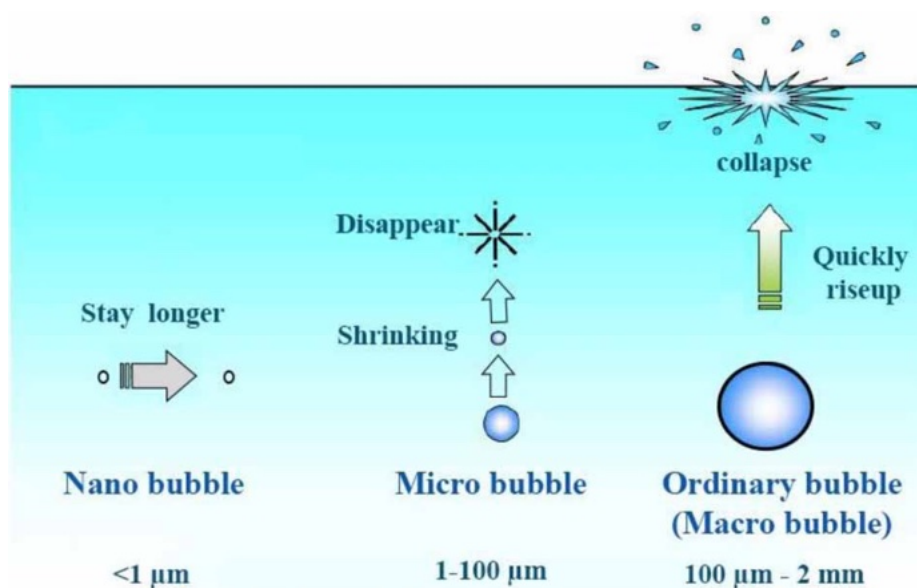


Figure 5. Ultrafine bubbles (nano and microbubble regime) behavior vs. ordinary bubble behavior (quick rise and collapse).

compounds that are resistant to electrochemical oxidation may be more susceptible to ozonation, and vice versa.

C. Ultrafine Bubble Injection

Ultrafine bubbles (UFBs), often categorized into microbubbles (diameter <50 μm) and nanobubbles (diameter <200 nm), are gaining prominence in water treatment technologies due to their unique physical properties. These tiny bubbles exhibit a high surface area-to-volume ratio, remarkable stability in liquids, and a tendency to carry negative surface charges⁴. Their prolonged stability, high internal pressure, and significant surface area-to-volume ratio posit them as efficient vectors for oxidizing agents in AOPs⁵.

Nanobubbles have unique stability in water due to their small size and high internal pressure. They do not rise quickly to the surface like ordinary bubbles but instead remain dispersed throughout the liquid. Microbubbles are larger than nano bubbles but still small enough to exhibit some stability in water. They tend to rise to the surface more slowly than ordinary bubbles but faster than nanobubbles. The diagram above shows a micro bubble shrinking, which is a process that can occur due to gas diffusion out of the bubble or dissolution into the surrounding liquid. Lastly, ordinary bubbles are the typical bubbles that are readily visible to the naked eye. Due to their larger size and buoyancy, they rise quickly to the surface of the liquid. When these bubbles reach the surface, they burst and release their gas

⁴ "Micro-nanobubble technology and water-related application" by Khan et. al. in *Water Supply*, 2020

⁵ "Treatment of winery wastewater by ozone-based advanced oxidation processes (O₃, O₃/UV and

O₃/UV/H₂O₂) in a pilot-scale bubble column reactor and process economics" by Lucas et. al. in *Separation and Purification Technology*, 2010

into the atmosphere. This is a rapid process compared to the dissolution or shrinking of micro and nano bubbles.

UFBs are characterized by their extended longevity in aqueous solutions, attributed to their size and surface charge. Their high internal pressure facilitates enhanced gas solubility, a key factor in oxidant delivery. The zeta potential of these bubbles, typically negative, imparts stability through electrostatic repulsion, averting premature coalescence.

These unique properties of ultrafine bubbles lead to enhanced reactivity and improved oxidation processes in AOPs. The primary UFB mechanisms that enhance AOPs:

- **Mass Transfer Optimization:** UFBs significantly increase the interfacial area between the gas phase and contaminants, thus optimizing mass transfer.
- **Reactive Species Generation:** The collapse of UFBs, particularly under specific physicochemical conditions, leads to localized zones of high temperature and pressure, catalyzing the formation of reactive species, notably hydroxyl radicals.
- **Synergy in AOPs:** When integrated with traditional AOP methods like ozonation or electrochemical oxidation, UFBs amplify the oxidation potential, thereby enhancing the degradation efficiency of recalcitrant pollutants⁶.

⁶ “Quantitative prediction of generation of hydroxyl radicals from ozone microbubbles” by Khuntia et. al. in *Chemical Engineering Research and Design*, 2015

RESULTS & DISCUSSION

Total water processed during IOC	Approx. 16 million gal.
Mean pH	7.0
Mean ORP	+300 mV
Mean TDS	350 mg/L
Mean Dissolved O ₂	12 mg/L
Mean Free Cl ₂	0.5 mg/L
Avg. Daily Power Consumption	15 kW/hr
Daily Running Hours	16-22 hrs.

Figure 6. Performance and operating parameters for the Beaver EcoWorks pretreatment unit.

A. Performance Overview

The Beaver EcoWorks pretreatment unit has been operational at the Indiantown drinking water plant for more than 30 days, the initial operating capability (IOC) period. The unit reached initial operating capability (IOC) within a 4–5-month timeline from initial consultation and exceeded target specification within this IOC period.

- Utility plant customers are already citing noticeable improvement in drinking water quality and taste.
- Ammonia injection is no longer required, which enables removal of algae and biofilm growth from the plant structure and piping system.

- Pre-chlorination is no longer needed and post-chlorination is only needed to maintain the desired free chlorine levels.
- No chlorine byproducts such as THM are detected in the water.
- Reduction in water hardness.
- Treated water is oxygen-rich due to saturation with ultrafine bubbles, with an average of 10-15 ppm dissolved oxygen delivered on a consistent basis.

B. IOC Observations

Within 24 hours of initial operating capability (IOC), heavy metals were precipitated and oxidized. This resulted in floating scum in the collection tanks, as shown in the figures below. Also within 24 hours of IOC, the ease of residual chlorine maintenance improved. Operators are now able to effectively maintain chlorine levels at remote distances.



Figures 7-9. Scum collecting at the top of collection tanks within 24 hours of IOC commencing.



Figure 10. Scum collecting at the top of the collection tanks, which demonstrates oxidation of iron and hardness precipitation.

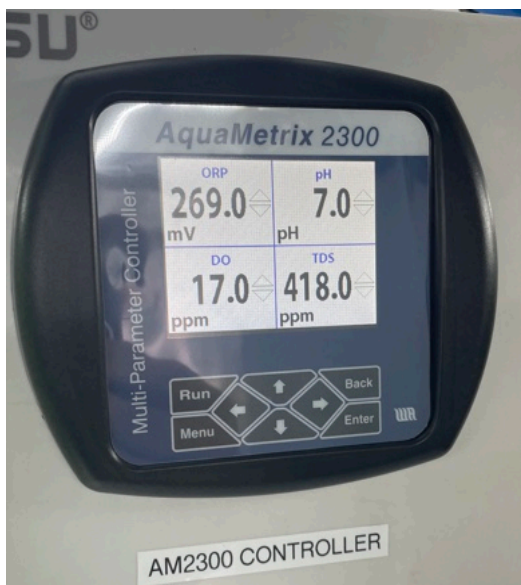


Figure 11. The control panel displays a 17.0 ppm dissolved oxygen level and a 269.0 mV oxidation reduction potential (ORP)



Figure 12. In-line sensors provide real-time ORP, pH, DO, and TDS measurements.



Figure 13. Treated water is shown saturated with oxygen-rich macrobubbles.

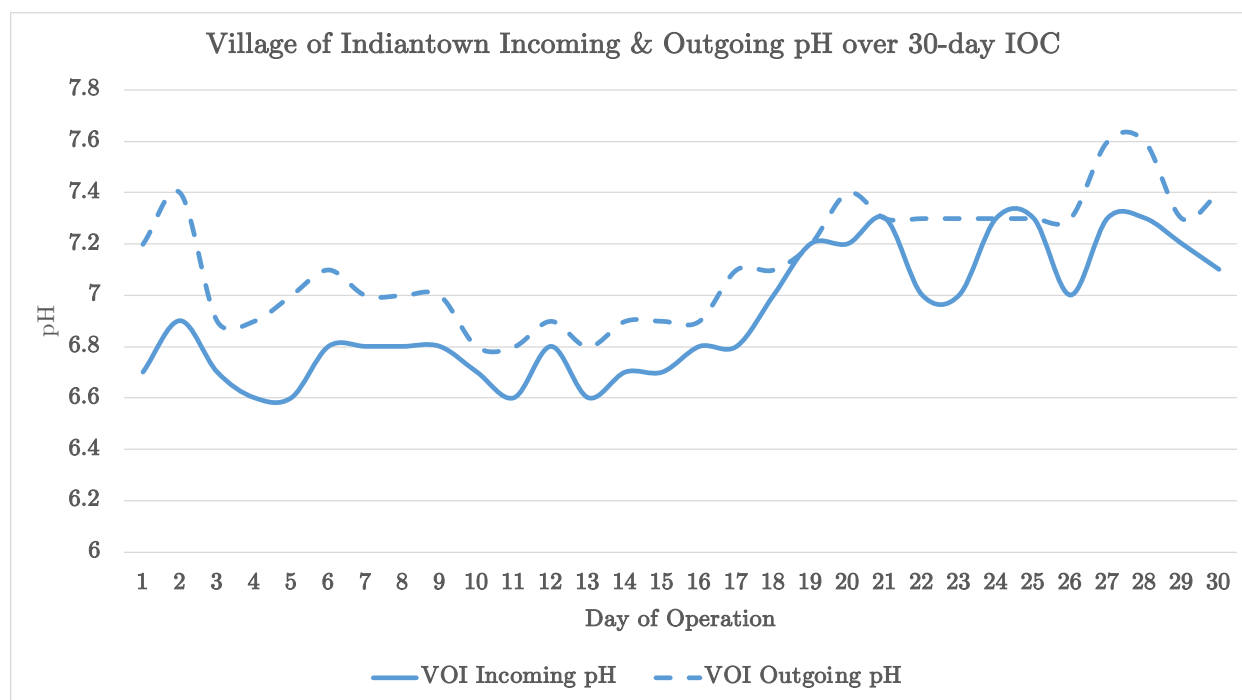


Figure 14. pH was measured at the Village of Indiantown plant at both the incoming (solid line) and outgoing lines (dashed line).

C. Results

Preliminary results from the initial operating capability (IOC) period indicate positive impact on both the drinking water quality and reduction of burden on operating the drinking water plant. For example, as shown in figure 14, the pH of samples increased over the IOC period. Figure 15 demonstrates free chlorine levels in the 1-5 ppm range, barring an outlier on day 24 of operation.

D. Discussion

Preliminary IOC results are positive and encouraging. Indiantown utility operators are examining the downstream effects of oxidants and ultrafine bubbles in the water supply line. For example, as shown in figures 7-10, the scum generated in the very

early stages of operation suggest oxidation of iron and precipitation of hardness. These particles are arrested in media filters and clean treated drinking water is pumped to holding tanks providing clean oxygen-rich soft water to end consumers.

Lastly, while the IOC period was largely focused on demonstrating and evaluating if advanced oxidation processes and ultrafine bubble injection technologies would be beneficial for pretreating drinking water, the scope of the technologies should be expanded further. For example, applying these technologies to more challenging effluents like wastewater can help characterize the performance of the technologies.

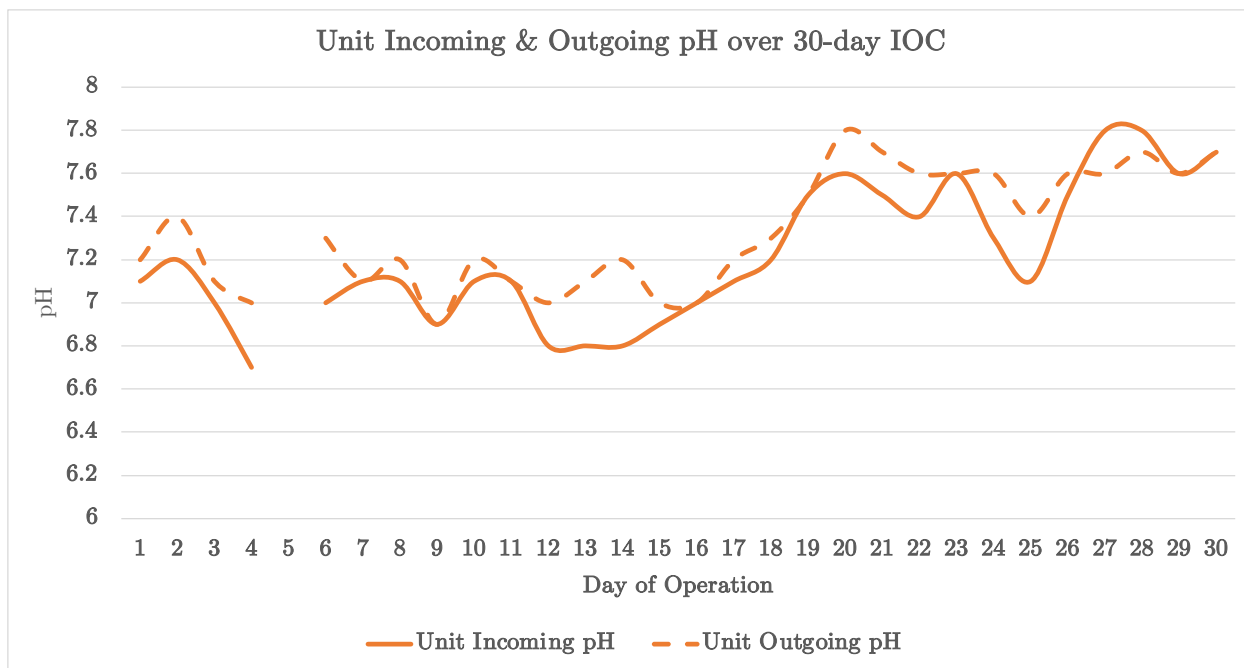


Figure 15. pH measured at the unit, at both the incoming (solid line) and outgoing lines (dashed line).

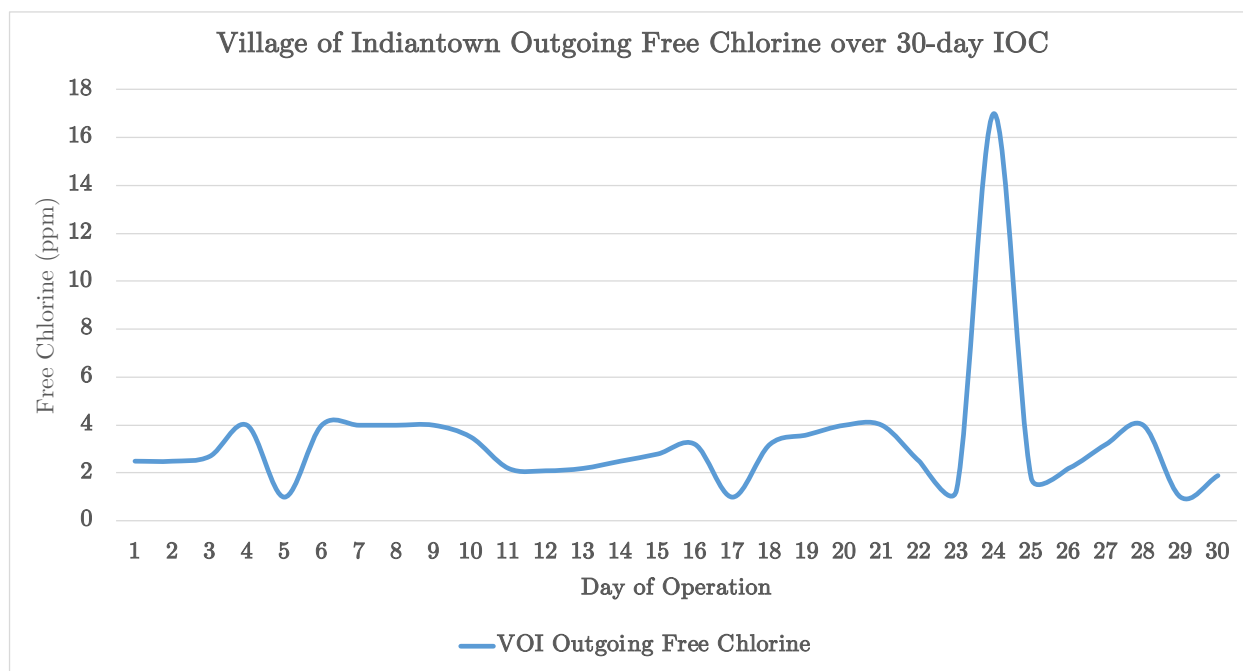


Figure 16. Free chlorine was measured at the Village of Indiantown plant. The plant operators can effectively manage the free chlorine level in the treated water that leaves the plant.

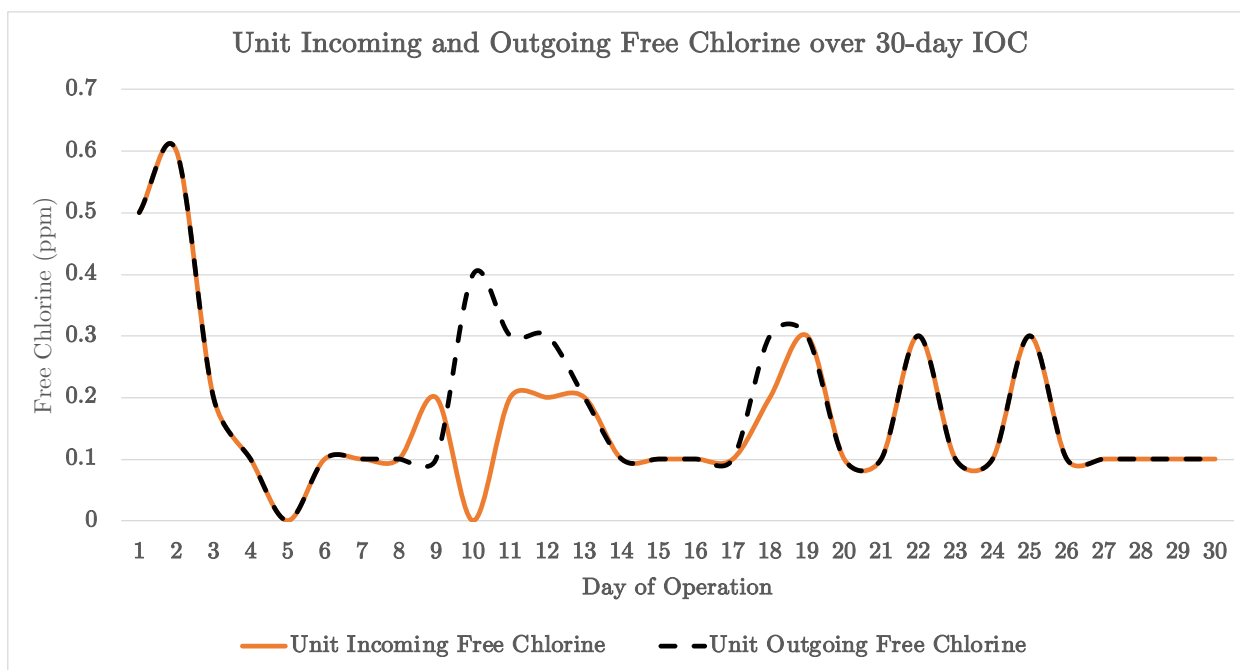


Figure 17. Free chlorine was measured at the pretreatment unit, indicated by the incoming orange line and outgoing dashed black line.

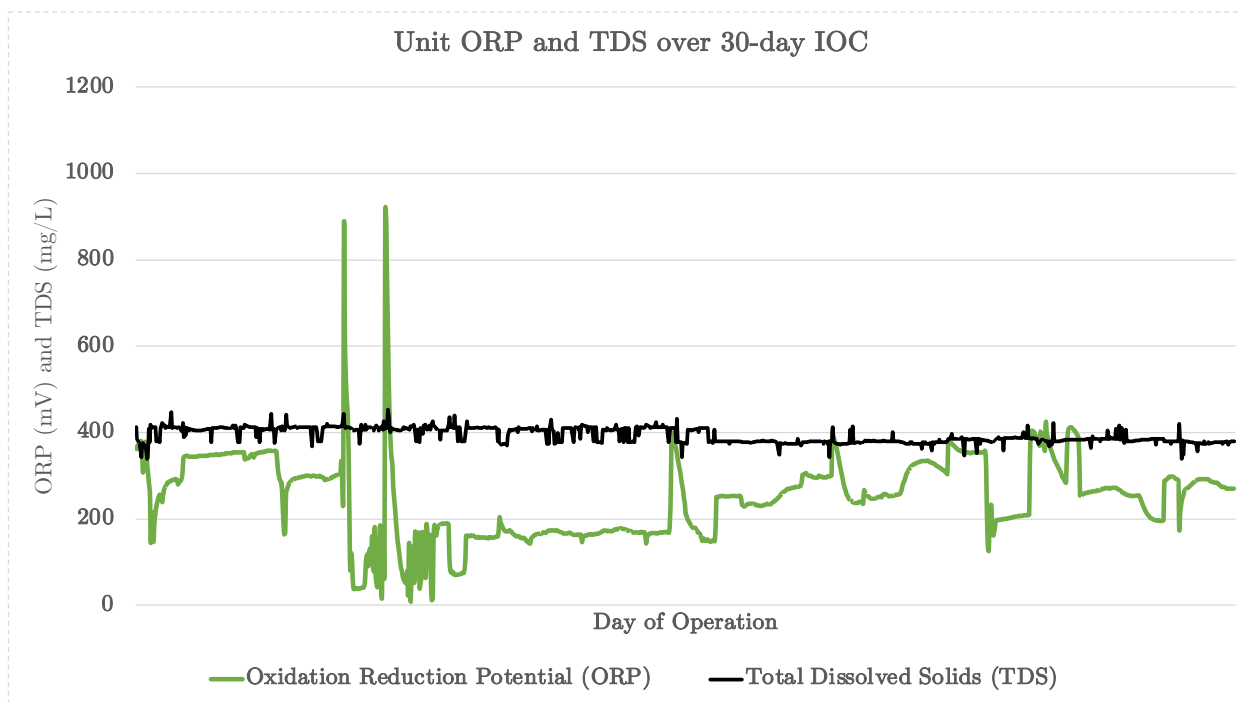


Figure 18. Oxidation reduction potential (ORP) and total dissolved solids (TDS) levels were measured *in situ* at the pretreatment unit. The average TDS was maintained consistently. The ORP was also maintained at or above +300 mV.

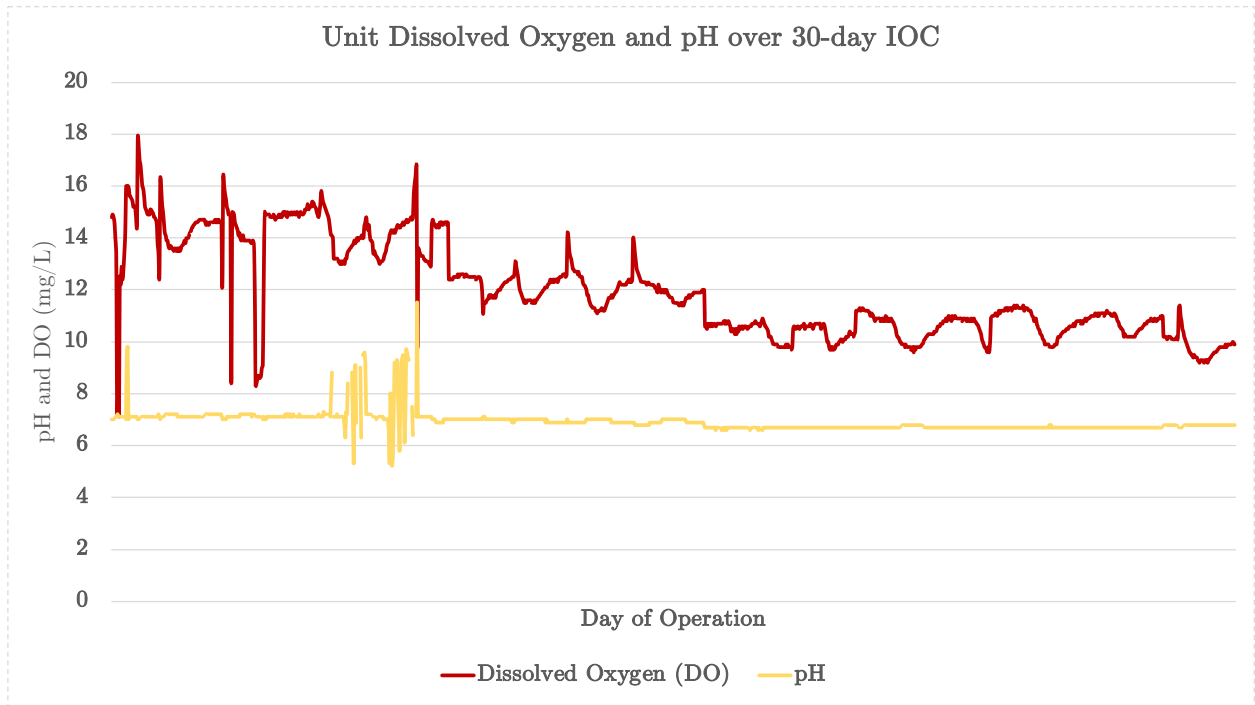


Figure 19. Dissolved oxygen (DO) and pH levels were measured *in situ* at the pretreatment unit. Dissolved oxygen in the discharge water is maintained between ~11 and 15 ppm with the use of oxygen-rich ultrafine bubbles. The pH of the water remained between 6.7 and 7.1.

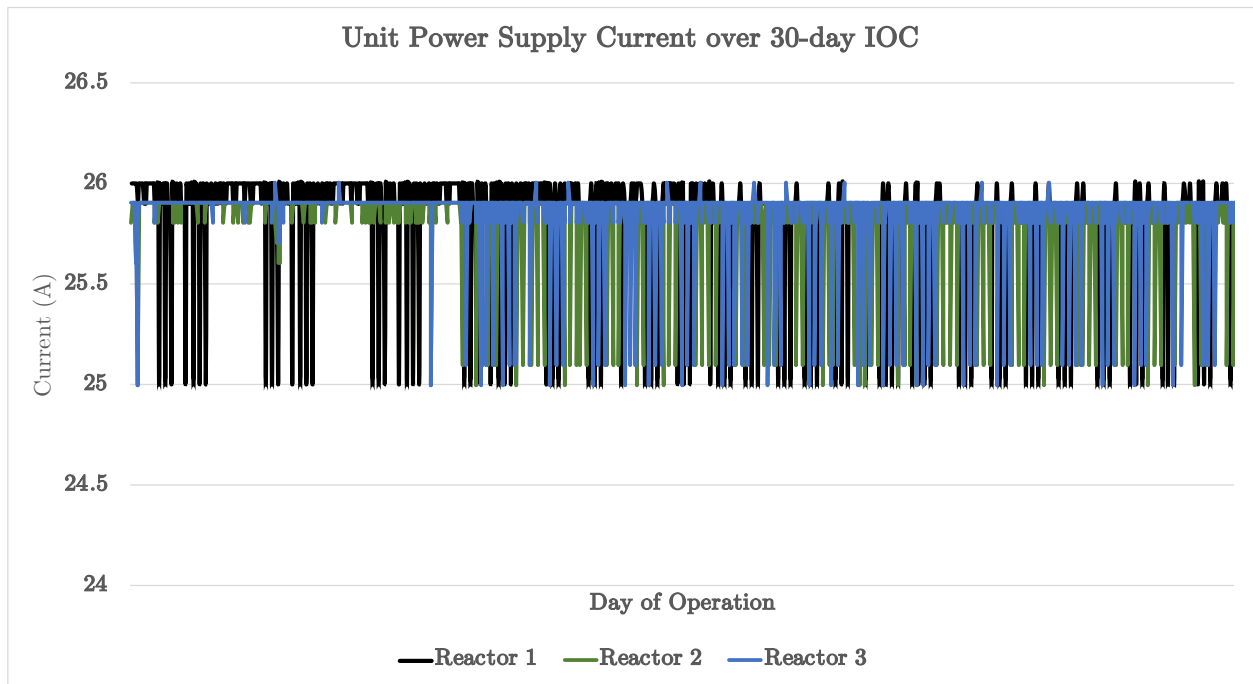


Figure 20. Current levels (amps) for each of the three reactors in the units. On average, each reactor draws 25-26 amps of current.

ACKNOWLEDGEMENTS

The Beaver EcoWorks team would like to thank all those who have contributed to making this initial 30-day operation of the pretreatment trailer unit a reality.

The team would like to thank our partners at the Village of Indiantown Department of Public Works and Utilities, including Mr. Patrick Nolan and Mr. Ivan Campos.

The team would also like to extend a special thanks to Taryn Kryzda for her help and support in deploying this trailer and paving a path forward for integrating next-generation water treatment technologies into local utility infrastructure.

Prepared for the Village of Indiantown
on 12 December 2023.

Beaver EcoWorks LLC
3275 SW 42nd Ave, Palm City, FL 34990



**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: March 28, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, ACCEPTING THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT (FINANCIAL PROJECT NO (446657-1-84-01) TO PROVIDE FUNDING ASSISTANCE TO THE VILLAGE OF INDIANTOWN FOR PUBLIC TRANSPORTATION OPERATING SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; FURTHER AUTHORIZING THE VILLAGE ATTORNEY TO EXECUTE THE AGREEMENT BY APPROVING IT AS TO FORM AND CORRECTNESS; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY OF ITEM: The Florida Department of Transportation (FDOT) requests approval by the Village Council to extend Sunday bus service to residents of the Village. This service may commence subsequent passage and approval of this resolution.

FISCAL IMPACT STATEMENT: The addition of Sunday service is fully paid for by the FDOT grant provided through the Senior Resource Association. No funds from the Village of Indiantown are required.

RECOMMENDATION: Staff recommends approval of this resolution.

PREPARED BY: Michael Florio, Financial Services Director

DATE: 3/22/2024

ATTACHMENTS:

Description

Resolution XXX-2024

FDOT Grant Contract G1K89 Amendment #3

VILLAGE OF INDIANTOWN, FLORIDA

RESOLUTION NO. XXX-2024

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, ACCEPTING THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT (FINANCIAL PROJECT NO (446657-1-84-01) TO PROVIDE FUNDING ASSISTANCE TO THE VILLAGE OF INDIANTOWN FOR PUBLIC TRANSPORTATION OPERATING SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; FURTHER AUTHORIZING THE VILLAGE ATTORNEY TO EXECUTE THE AGREEMENT BY APPROVING IT AS TO FORM AND CORRECTNESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation awarded the Village funding assistance for public transportation operating services (Financial Project No. 446657-1-84-01), and the Village Council accepted such assistance via Resolution No. 07-2020; and

WHEREAS, the Florida Department of Transportation increased funding by \$100,000 to a total of \$150,000 via the First Amendment to the agreement for public transportation operating services (Financial Project No. 446657-1-84-01), and the Village Council accepted such increase in funding via Resolution No. 025-2021; and

WHEREAS, the Florida Department of Transportation on March 20, 2023 formally executed an extension of the agreement for an additional two years through May 31, 2025 via the Second Amendment to the agreement for public transportation operating services (Financial Project No. 446657-1-84-01).

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

SECTION 1. GRANT AMENDMENT ACCEPTANCE. The Village Council hereby accepts and approves the Third Amendment to Public Transportation Grant Agreement with the State of Florida (Financial Project No. 446657-1-84-01) to provide additional funding assistance to the Village of Indiantown for the expansion of public transportation operating services to include Sundays.

SECTION 2. AUTHORIZATION FOR EXECUTION. The Council hereby authorizes the Mayor to execute the above-referenced amendment to agreement and Resolution No. XXX-2024. Accepting FDOT Transportation Grant Agreement Third Amendment further authorizes the Village Attorney to execute the amendment to agreement by approving it a to form and correctness.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

ADOPTED this 28th day of March 2024.

ATTEST:

LaRhonda McBride, Village Clerk

Susan Gibbs-Thomas, Mayor

REVIEWED FOR FORM
AND CORRECTNESS:

Wade C. Vose, Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
 STRATEGIC
 DEVELOPMENT
 OGC 7/22

Financial Project Number(s): <small>(item-segment-phase-sequence)</small>	Fund(s):	DPTO	FLAIR Category:	088774
446657-1-84-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55042010429
	Identification Number (FAIN) – Transit only:		Vendor Number:	
Contract Number: G1K89	Federal Award Date:		Amendment No.:	3
CFDA Number: N/A	SAM/UEI Number:			
CFDA Title: N/A				
CSFA Number: 55.012				
CSFA Title: Public Transit Service Development Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and the Village of Indiantown, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 4/2/2020 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended by an addition of funding for the provision of Sunday Transit Service for a period of two years.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
 - ☐ Aviation
 - ☐ Seaports
 - ☒ Transit
 - ☐ Intermodal
 - ☐ Rail Crossing Closure
 - ☐ Match to Direct Federal Funding (Aviation or Transit)
 - ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
 - ☐ Other

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
 - ☒ Exhibit A: Project Description and Responsibilities
 - ☒ Exhibit B: Schedule of Financial Assistance
 - ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
 - ☐ *Exhibit B2: Advance Payment Financial Provisions
 - ☐ *Exhibit C: Terms and Conditions of Construction
 - ☒ Exhibit D: Agency Resolution
 - ☐ Exhibit E: Program Specific Terms and Conditions
 - ☐ Exhibit F: Contract Payment Requirements
 - ☒ *Exhibit G: Financial Assistance (Single Audit Act)
 - ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 7/22

- ___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$100,000 bringing the revised total cost of the project to \$250,000.

The Department's participation is X increased/ ___ decreased by \$100,000. The Department agrees to participate in the Project cost up to the maximum amount of \$175,000, and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible costs of the Saturday shuttle transit service and 100.00% of the total eligible cost of the new Sunday shuttle transit service.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY the Village of Indiantown

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: John P. Krane, P.E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Addition of funds for Sunday Transit Shuttle Service.

B. Project Location (limits, city, county, map): Village of Indiantown/Indiantown, FL/Martin County

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Expands existing Saturday shuttle transit service between the Village of Indiantown and the City of Stuart to include Sunday shuttle transit service.

"Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): transit service

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): candy, alcohol, decorations, greeting-cards, lobbying, personal cell phone, office parties, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens, congratulatory telegrams, refreshments, banquets, catering, gifts, flowers, or promotional items.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

EXHIBIT B

**Schedule of Financial Assistance
TRANSIT OPERATING ONLY**

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446657-1-84-01	DPTO	088774	2021	751000	55.012	Public Transit Service Development Program	\$50,000.00
	LF		2021				\$50,000.00
446657-1-84-01	DDR	088774	2020	751000	55.012	Public Transit Service Development Program	\$25,000.00
	LF		2020				\$25,000.00
446657-1-84-01	DPTO	088774	2024	751000	55.012	Public Transit Service Development Program	\$100,000.00
Total Financial Assistance							\$250,000.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$175,000	\$75,000	\$0	\$250,000
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$175,000	\$75,000	\$0	\$250,000

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

- ☐ Monthly
☒ Quarterly
☐ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	00901:300-00
--	--------------

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Jayne Pietrowski

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** \$175,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: March 28, 2024

MEETING TYPE: Regular Agenda

AGENDA ITEM TITLE: ORDINANCE NO. 06-2024 - AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING 4.14 ACRES IN SIZE, LOCATED EAST OF SW 168TH AVENUE, INDIANTOWN, PARCEL ID 06-40-39-001-013-00010-1, FROM LIGHT INDUSTRIAL (LI) ZONING DISTRICT TO UTILITY (U) ZONING DISTRICT; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

SUMMARY OF ITEM: The Village of Indiantown, (“Applicant”) is seeking a recommendation of approval from the Village Council to rezone the subject property from Light Industrial (LI) to Utility (U) zoning district pursuant to Land Development Regulation Sec. 12-6. – Rezoning

FISCAL IMPACT
STATEMENT: N/A

RECOMMENDATION: Village Staff recommend approval of the Rezoning Application RZ 24-019.

The Planning, Zoning and Appeals Board/LPA unanimously recommended approval at a public hearing held March 7, 2024.

The Village Council unanimously recommended approval at a public hearing held March 14, 2024.

The Village Council is now requested to make a final recommendation as a second public hearing.

PREPARED BY: Deanna Freeman, Community Development Director

DATE: 3/22/2024

ATTACHMENTS:

Description

PZAB Staff Report

Ordinance NO. XX-2024

Public Notice Advertisement

Mailing/Posting Public Notice Affidavit

Presentation



Village of Indiantown Planning, Zoning & Appeals Board Staff Report

<u>Application Number</u>	RZ-24-019 (Village of Indiantown Rezoning)
<u>Hearing Date</u>	March 2024
<u>Property Owner/ Applicant</u>	Village of Indiantown
<u>Applicant Representative</u>	Village of Indiantown
<u>Village Coordinator</u>	Deanna Freeman, Community & Economic Development Director
<u>Village Reviewers</u>	Deanna Freeman, Community & Economic Development Director Tom Jensen, P.E., Kimley-Horn, Inc. Patrick Nolan, Public Works & Utilities Director Wade Vose, Village Attorney
<u>Applicant Request</u>	

Application No. RZ 24-018, REQUEST FOR APPROVAL TO REZONE AN APPROXIMATELY 4.14-ACRE VACANT PARCEL OF LAND LOCATED EAST OF SW 168TH AVENUE, FROM LIGHT INDUSTRIAL (LI) TO UTILITY (U) ZONING DISTRICT IN THE VILLAGE OF INDIANTOWN.

The Village of Indiantown is seeking a recommendation of approval from the Planning, Zoning and Appeals Board ("PZAB") to rezone the subject property from Light Industrial (LI) to Utility (U) zoning district. The request is pursuant to Land Development Regulation Sec. 12-6. – Rezoning.

Property Information

Location: The approximately 4.14-acre subject property is located east of SW 168th Avenue, and northeast of the existing Village Wastewater Treatment Plant (WWTP) and CSX railroad.

Location Map:



Parcel ID Numbers: 06-40-39-001-013-00010-1

Legal Description:

Parcel 6: (Fee Simple Estate) 06-40-39-001-013-00010-1

Being a parcel of land lying in Section 6, Township 40 South, Range 39 East, Martin County, Florida and being a portion of Lot 1 and all of Lots 2, 3, 4, 5 and 6, Block 13; a portion of Lot 1 and all of Lot 2, Block 14; a portion of Wood Street right of way; a portion of Gateway Avenue right of way; and a portion of the Railroad Spur Easement lying between said Blocks 13 and 14, all according to the map of the unrecorded plat of Indiantown Industrial Park as attached to Warranty Deed recorded in O.R. Book 332, Page 2234, Public Records of Martin County, Florida, and being more particularly described as follows:

Commence at the point of intersection of the West line of said Section 6 and the North right of way line of the Seaboard Railroad; thence South 00 degrees 50 minutes and 50 seconds east, along the said West line of Section 6, a distance of 440.00 feet to the Point of Beginning of the following described property; thence continue South 00 degrees 51 minutes 50 seconds East along said section line, a distance of 573.86 feet to the intersection with the Westerly prolongation of the Northerly right of way line of Forest Street; thence North 89 degrees 08 minutes and 10 seconds East, along the said Northerly right of way line, a distance of 225.0 feet, to the East line of the said Railroad

Spur Easement; thence North 00 degrees 51 minutes 50 seconds West, along said East line, a distance of 300 feet to the Southwest corner of said Lot 1 Block 14; thence South 68 degrees 53 minutes 17 seconds East, along the Southerly line of said Lots 1 and 2, Block 14, a distance of 130.66 feet, to the Southeast corner of said Lot 2; thence North 21 degrees 32 minutes 16 seconds East, along the Easterly boundary of said Lot 2, a distance of 206.84 feet to the intersection with the Southerly right of way line of said Gateway Avenue; thence North 35 degrees 46 minutes 20 seconds East, a distance of 30.00 feet to the centerline of said Gateway Avenue; thence North 54 degrees 13 minutes 40 seconds West, along said centerline, a distance of 27.46 feet; thence North 35 degrees 46 minutes 20 seconds East, a distance of 30.00 feet to the Northerly right of way line of said Gateway Avenue; thence North 54 degrees 13 minutes 40 seconds West, along said right of way line, a distance of 34.46 feet to the beginning of the curve concave to the Southwest, having a radius of 235.00 feet; thence departing said Northerly right of way line, Northwesterly and Westerly along the arc of said curve a distance of 150.26 feet through a central angle of 36 degrees 38 minutes 09 seconds; thence South 89 degrees 08 minutes 10 seconds West, a distance of 270.88 feet to the Point of Beginning.

Background: This request requires review and recommendation by the Development Review Colleagues (DRC), a recommendation by the PZAB as a public hearing, and the review and decision making by the Village Council at two separate public hearings ahead of the draft Ordinance being signed and recorded.

Subject Property Parcel Size: 4.14-acres +/-

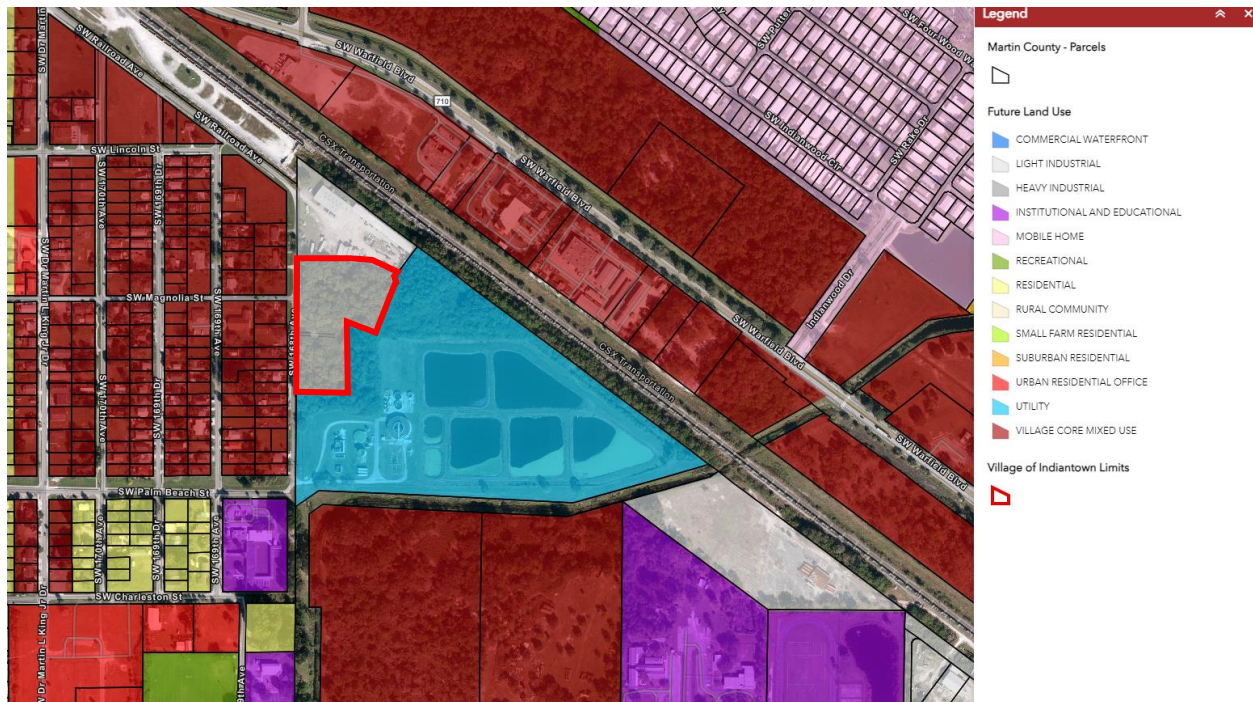
Parcel Ownership: The property is owned by the Village of Indiantown.

Current Use: The property is vacant, with no building structures, improved roads or other developed features located on the site. The existing WWTP buildings and operations abut the south and southeastern boundaries of the subject property on a 24.96-acre parcel.

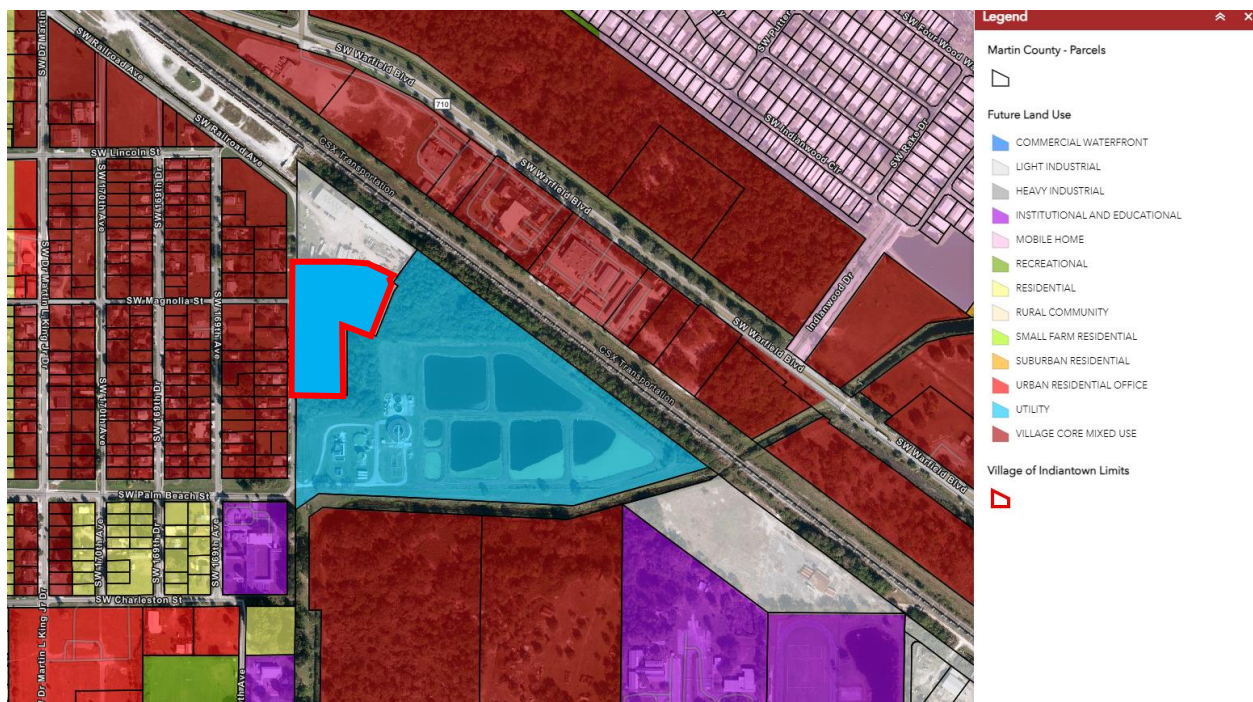
Future Land Use & Zoning

The subject property has Light Industrial Future Land Use designation and zoning district designations. The Applicant is concurrently requesting a Small-Scale future land use amendment to Utility, consistent with the larger 24.96-acre parcel owned and operated by the Village as the WWTP, consistent with property west of the subject property. The request to change the zoning from LI, Light Industrial to Utility zoning district is consistent with the concurrent proposal to amend the future land use map.

Current Future Land Use Map:



Proposed Future Land Use Map:



Staff Analysis

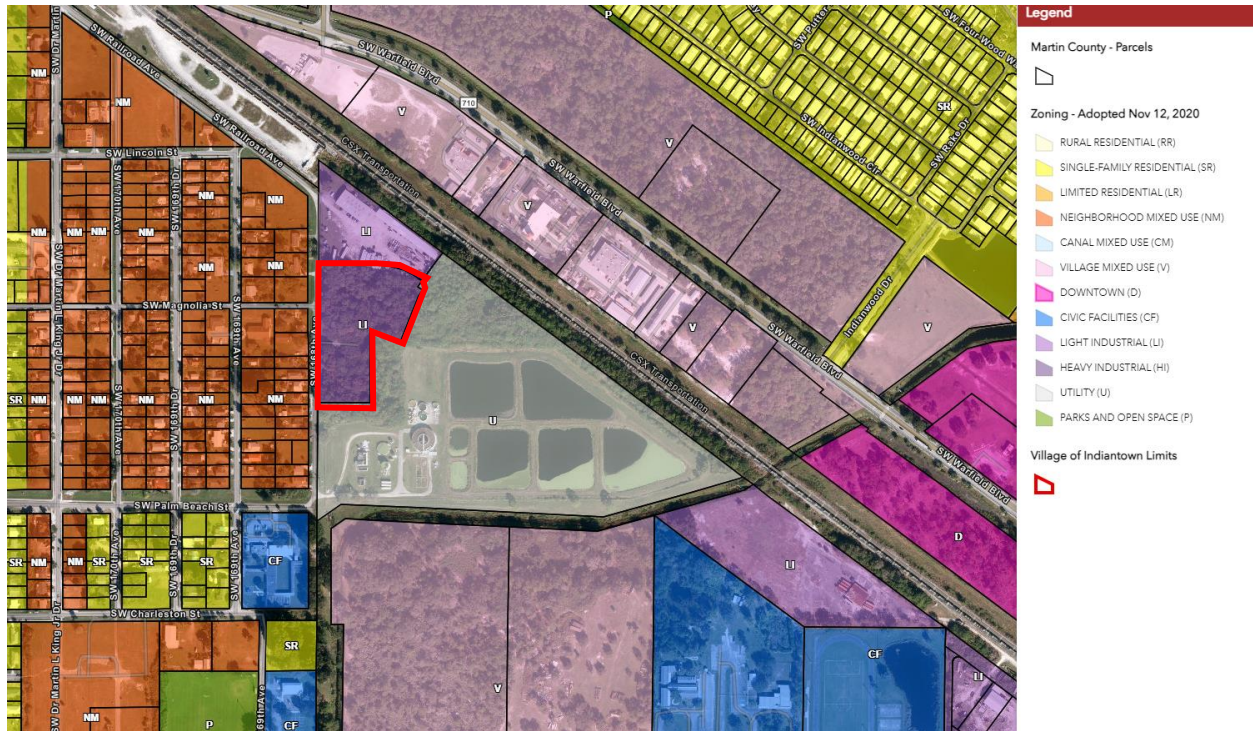
Surrounding Land Use, Zoning & Existing Use:

An overview of established development patterns within proximity to the subject property includes lands immediately

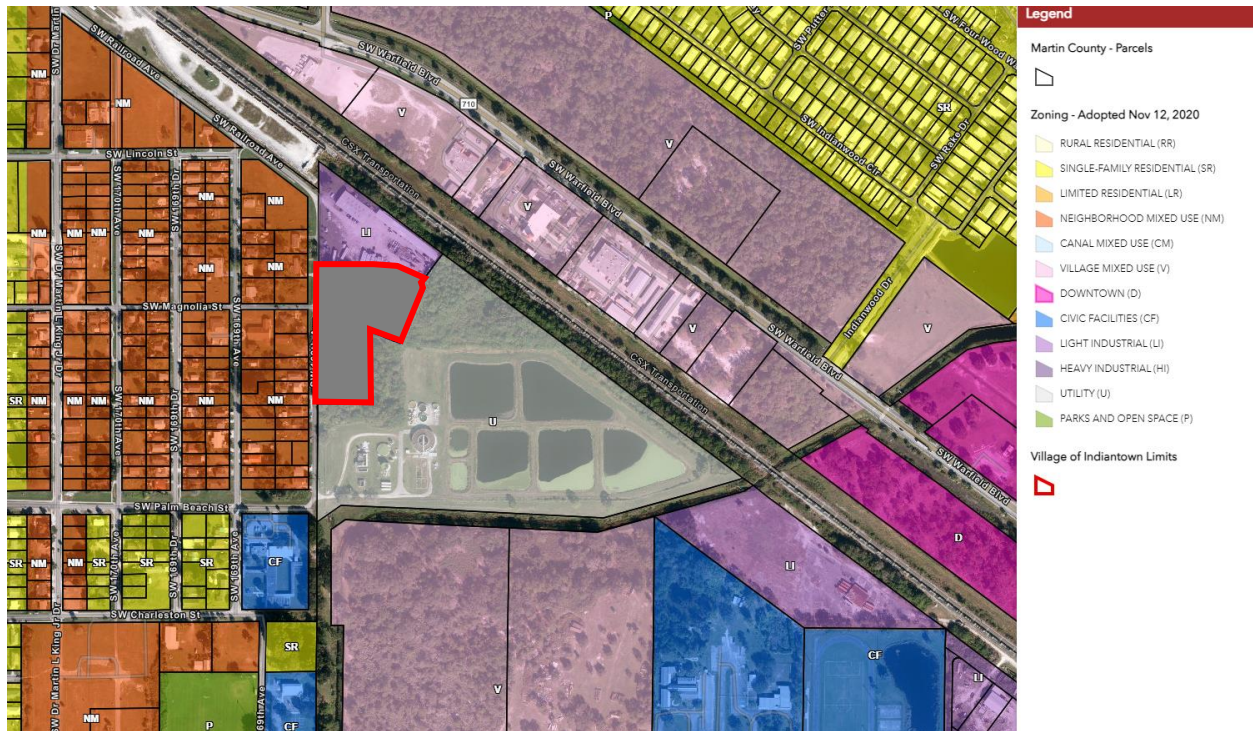
The following table provides a more detailed breakdown of existing use, land use and zoning of properties within proximity to the subject property.

Direction	Future Land Use	Zoning	Existing Use
Site:	Light Industrial	Light Industrial	Vacant part of WWTP
North:	Light Industrial	Light Industrial	Industrial & Warehouse Uses
East	Utility	Utility	WWTP Village of Indiantown
South:	Utility	Utility	WWTP Village of Indiantown
West:	SW 168 th Avenue Village Core Mixed Use	SW 168 th Avenue Neighborhood Mixed Use	SW 168 th Avenue Single family residential units & vacant lots

Current Zoning:



Proposed Zoning:



Approval Evaluation Criteria

Pursuant to Sec. 12-6. – Rezoning, the Applicant has filed an application to rezone the property in accordance with this Section. Subsection 12-6 (5) outlines the Approval Criteria for rezoning.

Approval Criteria. The Village Council shall use the following criteria in making their decision regarding approval or disapproval of a rezoning application:

- a. The proposed rezone is consistent with goals, objectives, and policies of the Comprehensive Plan.

Applicant Response: The proposed rezone is consistent with the goals, objectives, and policies of the Comprehensive Plan.

Staff Response: The proposed request to rezone to Utility is consistent with the goals, objectives, and policies of the Comprehensive Plan and the existing land use on the remainder of the WWTP owned and operated by the Village of Indiantown. Subject to the consideration and recommendation of approval of the concurrent request to amend the Land Use to Utility, this Zoning change to Utility is consistent with the Future Land Use element and map for this parcel.

- b. The proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses.

Staff Response: The proposed Utility Zoning district is compatible with the surrounding area's zoning district in relation to the existing Village of Indiantown WWTP already having a Utility land use and zoning district designation on the larger parcel to the south and east.

- c. The subject property is physically suitable for the uses permitted in the proposed district.

Staff Response: The property is physically suitable for uses permitted in the Utility zoning district designation and offers consistency with the existing WWTP operations already developed on the larger parcel owned and operated by the Village.

Analysis

The rezoning application is complete and meets approval criteria as outlined in Sec. 12-6. – Rezoning.

Recommendation

Village Staff recommend approval to the PZAB of the proposed Zoning Change from Light Industrial to Utility on the 4.14-acre subject property. A recommendation is required from the PZAB, ahead of consideration before the Village Council as two separate public hearings in accordance with LDR Sec. 12-6. - Rezoning

Attachments

Attachment A – Draft Ordinance with Legal Description.
Attachment B – Public Notice Ad.

VILLAGE OF INDIANTOWN, FLORIDA

ORDINANCE NO. 06-2024

AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING 4.14 ACRES IN SIZE, LOCATED EAST OF SW 168TH AVENUE, INDIANTOWN, PARCEL ID 06-40-39-001-013-00010-1, FROM LIGHT INDUSTRIAL (LI) ZONING DISTRICT TO UTILITY (U) ZONING DISTRICT; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, The Village of Indiantown, owners of the property described and depicted in Exhibit “A” and Exhibit “B” attached hereto (“Subject Property”), has petitioned the Village of Indiantown to rezone the Subject Property from the current Light Industrial (LI) zoning district to the Utility (U) zoning district; and

WHEREAS, Village planning staff has reviewed and recommended approval of the proposed rezoning to the Planning, Zoning & Appeals Board and Village Council; and

WHEREAS, Village planning staff’s report concerning the proposed rezoning, related agenda memoranda and materials, and the application for the proposed rezoning, are hereby adopted and incorporated herein; and

WHEREAS, the Planning, Zoning & Appeals Board held a duly advertised public hearing on March 7, 2024, to consider the proposed rezoning, and thereafter recommended approval of the proposed rezoning to the Village Council; and

WHEREAS, the Village Council has conducted duly advertised public hearings concerning the proposed rezoning of the Subject Property; and

WHEREAS, the Village Council finds that the Village has complied with all the requirements of applicable law, including the Village Land Development Regulations and the Village Comprehensive Plan, and that the adoption of the proposed rezoning is in the best interests of the health, peace, safety, and general welfare of the residents, businesses, and property owners of the Village of Indiantown.

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

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

SECTION 2. AMENDMENT OF OFFICIAL ZONING MAP. The Subject Property is hereby rezoned from the Light Industrial (LI) zoning district to the Utility (U) zoning district, and the Village of Indiantown Official Zoning Map is hereby amended to reflect such rezoning.

SECTION 3. SEVERABILITY. The provisions of this Ordinance are deemed severable. In the event that any word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance is for any reason whatsoever held to be invalid, illegal, unconstitutional, contrary to law, or against public policy, by any court, administrative agency, or other body with competent jurisdiction, such word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this Ordinance, and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sub-sub-sections, sub-sections, or sections of this Ordinance, which shall remain in full force and effect. This Ordinance shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this Ordinance as expressed herein.

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

SECTION 5. CODIFICATION. This Ordinance shall not be codified in the Village of Indiantown Code of Ordinances or Land Development Regulations, but the rezoning effectuated herein shall be depicted and memorialized on the Official Zoning Map of the Village of Indiantown.

SECTION 6. EFFECTIVE DATE. This rezoning shall become effective upon adoption at Second Reading; provided, however, that if this rezoning is being considered concurrently with a voluntary annexation and a comprehensive plan amendment necessary to the consistency of the rezoning with the Village Comprehensive Plan, then

this rezoning shall become effective upon such comprehensive plan amendment becoming effective pursuant to Florida law.

PASSED on first reading on the _____ day of _____, 20____.

ADOPTED on second reading on the _____ day of _____, 20____.

ATTEST:

Village of Indiantown, Florida

LaRhonda McBride
Village Clerk

Susan Gibbs Thomas
Mayor

REVIEWED FOR FORM
AND CORRECTNESS:

Wade C. Vose, Esq.
Village Attorney

Exhibit "A"

Parcel 6: (Fee Simple Estate) 06-40-39-001-013-00010-1

Being a parcel of land lying in Section 6, Township 40 South, Range 39 East, Martin County, Florida and being a portion of Lot 1 and all of Lots 2, 3, 4, 5 and 6, Block 13; a portion of Lot 1 and all of Lot 2, Block 14; a portion of Wood Street right of way; a portion of Gateway Avenue right of way; and a portion of the Railroad Spur Easement lying between said Blocks 13 and 14, all according to the map of the unrecorded plat of Indiantown Industrial Park as attached to Warranty Deed recorded in O.R. Book 332, Page 2234, Public Records of Martin County, Florida, and being more particularly described as follows:

Commence at the point of intersection of the West line of said Section 6 and the North right of way line of the Seaboard Railroad; thence South 00 degrees 50 minutes and 50 seconds east, along the said West line of Section 6, a distance of 440.00 feet to the Point of Beginning of the following described property; thence continue South 00 degrees 51 minutes 50 seconds East along said section line, a distance of 573.86 feet to the intersection with the Westerly prolongation of the Northerly right of way line of Forest Street; thence North 89 degrees 08 minutes and 10 seconds East, along the said Northerly right of way line, a distance of 225.0 feet, to the East line of the said Railroad Spur Easement; thence North 00 degrees 51 minutes 50 seconds West, along said East line, a distance of 300 feet to the Southwest corner of said Lot 1 Block 14; thence South 68 degrees 53 minutes 17 seconds East, along the Southerly line of said Lots 1 and 2, Block 14, a distance of 130.66 feet, to the Southeast corner of said Lot 2; thence North 21 degrees 32 minutes 16 seconds East, along the Easterly boundary of said Lot 2, a distance of 206.84 feet to the intersection with the Southerly right of way line of said Gateway Avenue; thence North 35 degrees 46 minutes 20 seconds East, a distance of 30.00 feet to the centerline of said Gateway Avenue; thence North 54 degrees 13 minutes 40 seconds West, along said centerline, a distance of 27.46 feet; thence North 35 degrees 46 minutes 20 seconds East, a distance of 30.00 feet to the Northerly right of way line of said Gateway Avenue; thence North 54 degrees 13 minutes 40 seconds West, along said right of way line, a distance of 34.46 feet to the beginning of the curve concave to the Southwest, having a radius of 235.00 feet; thence departing said Northerly right of way line, Northwesterly and Westerly along the arc of said curve a distance of 150.26 feet through a central angle of 36 degrees 38 minutes 09 seconds; thence South 89 degrees 08 minutes 10 seconds West, a distance of 270.88 feet to the Point of Beginning.

Exhibit "B"

Subject Property



NOTICE OF FUTURE LAND USE CHANGE AND ZONING CHANGE

The Village Council of the Village of Indiantown, Florida, proposes to adopt the following ordinances:

ORDINANCE NO. 05-2024; AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT CONCERNING REAL PROPERTY TOTALING 4.14 ACRES IN SIZE, LOCATED EAST OF SW 168TH AVENUE, INDIANTOWN, PARCEL ID 06-40-39-001-013-00010-1, FROM LIGHT INDUSTRIAL TO UTILITY LAND USE DESIGNATION; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

ORDINANCE NO. 06-2024; AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING 4.14 ACRES IN SIZE, LOCATED EAST OF SW 168TH AVENUE, INDIANTOWN, PARCEL ID 06-40-39-001-013-00010-1, FROM LIGHT INDUSTRIAL (LI) ZONING DISTRICT TO UTILITY (U) ZONING DISTRICT; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

A public hearing on the ordinances will be held on Thursday, March 28, 2024, at 6:30 p.m., or as soon after as the items may be heard, in the Village Council Chambers, 15516 SW Osceola Street, Suite C, Indiantown, Florida 34956.



All interested parties are invited to attend and be heard. Written comments may be submitted to Deanna Freeman, CED Director, P.O. Box 398, Indiantown, FL 34956. Copies of all documents pertaining to the proposed request are available in the Community & Economic Development Department, located at Village Hall, 15516 SW Osceola Street, Ste. B, Indiantown, Florida 34956, weekdays between the hours of 8:00 a.m. and 5:00 p.m.

Please be advised that anyone choosing to appeal any decision with respect to any matter discussed by the Village Council or any Board, Committee or Agency thereof will need a record of the proceedings; and may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. All appeals must be filed in accordance with the applicable provisions of the Village of Indiantown Land Development Code.

Pursuant to the provisions of the Americans With Disabilities Act, any person requiring special accommodations to participate in this hearing, because of a disability or physical impairment, should contact the Village Clerk's Office at (772) 597-8294 at least three (3) business days prior to the Hearing. Persons using a TDD device, please call 711 Florida Relay Services for assistance.

LaRhonda McBride,

Village Clerk

March 28, 2024
Published: March 21, 2024.

NOTICE

PUBLIC MEETING OF THE VILLAGE OF INDIANTOWN

VILLAGE COUNCIL PUBLIC HEARING: March 28, 2024 – 6:30 PM

LOCATION: COUNCIL CHAMBER, 15516 SW Osceola Street, Suite C, Indiantown, FL 34956

CASE #'s:	CPA-24-018, RZ-24-019
CASE NAME:	Village of Indiantown Small-Scale Comprehensive Plan Amendment & Rezoning
CASE TYPE:	Assign Village Land Use and Zoning Designations
APPLICANT:	Village of Indiantown
PROPERTY LOCATION:	Generally located East of SW 168 th Avenue, and Northeast of the existing Village Wastewater Treatment Plan and CSX railroad. Parcel: 06-40-39-001-013-00010-1
REQUEST:	This is a Small- Scale Comprehensive Plan Amendment to the Future Land Use Map Amendment from Light Industrial Land Use Designation to Utility Land Use Designation, and a request to Rezone from Light Industrial Zoning District to Utility Zoning District.

THIS NOTICE HAS BEEN SENT AS A COURTESY TO THE OWNERS/RESIDENTS OF PROPERTY LOCATED WITHIN 300 FEET OF THE PROPERTY IDENTIFIED IN THIS NOTICE.



[illegible]

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COUNCIL/BOARD, WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING/MEETING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND THAT, FOR THIS PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED, AND WHICH RECORD IS NOT PROVIDED BY THE VILLAGE OF INDIANTOWN. (FS 286.0105)



MAILING/POSTING PUBLIC NOTICE AFFIDAVIT

Application No. (s) CPA-24-018 and RZ-24-019

Date of Planning, Zoning, and Appeals Board / Village Council Meeting: March 28, 2024

Mailing Date: No less than 10 Days prior to the Public Hearing/Meeting: March 18, 2024

In accordance with the requirements of Section 12-2 – General Requirements for Applications, of the Village of Indiantown, Florida, I Lucia Mendoza hereby certify that I have posted or caused to be posted zoning change notification sign(s) on the property subject to zoning change, in accordance with the attached exhibit. Posting of said sign(s) was accomplished on March 18, 2024.

The sign(s) meet the criteria in Section 12-2 and was placed on SW 168th Ave.
Two signs, one North and one South of site.

Posted notice.

1. A sign shall be prepared and posted on the subject property by the Village setting forth a notice of public hearing at least five business days before the Village Council meeting in which the item is scheduled to be heard. This notice shall remain posted on the subject property through the date of the public hearing and shall be removed within five business days following the Village Council's approval or denial of the application, or upon the application's withdrawal.

2. Posted notice shall be in a manner established by the Director.

Courtesy mailed notice.

1. The applicant shall be responsible for mailing notice of hearing to property owners of record within a 300-foot radius of the subject property scheduled for a public hearing before the Village Council. The failure to receive such courtesy notice shall not affect any action or proceedings taken by the Village Council.

2. The current ad valorem tax rolls of Martin County shall be used to mail required notice to owners of neighboring property.

I further certify that this affidavit was filed with the Community and Economic Development Department of the Village of Indiantown on March 18, 2024, a date no later than the 7th day before the Public Hearing/Meeting.

15516 SW Osceola St. Indiantown, FL 34956
772-597-9900 • www.indiantownfl.gov

I understand that I am required to remove said sign(s) within five business days of the public hearing regarding the application.

Executed this the 18th day of March, 20 24.

Lucia Mendoza / Planning Assistant
Signature of Applicant or Authorized Agent

STATE OF FLORIDA:

COUNTY OF:

BEFORE ME, a Notary Public, on this day personally appeared Lucia Mendoza (Print Applicant's/Authorized Agent's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the applicant or authorized agent for the purposes of this affidavit; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 18 day of March, 20 24.

Notary Public in and for the State of Florida



STAFF USE:

Date/Time submitted: 3/18/24 @ 4:11pm Verified by: R Archibald

PLEASE NOTE: Failure to post the notification sign(s) on the property on or before the 10th day prior to the public hearing will result in the postponement of consideration of the application.

Attachments: 1 Close-up Photo of Posted Notice
1 Distant Photo Showing Location of Notice (i.e. from nearest road)

15516 SW Osceola St. Indiantown, FL 34956
772-597-9900 • www.indiantownfl.gov





Village of Indiantown

Rezoning Application

No. RZ 24-019

Village of Indiantown, Florida

Village Council Meeting 3-28-2024

Applicant Request

A request for approval of an application to rezone the 4.14-acre subject property from Light Industrial land use designation to Utility land use designation.

The Village of Indiantown is the applicant and owner of the subject property, with the Wastewater Treatment Plant operating on the larger 24.96-acre parcel.





Property Location

Location: East of SW 168th Avenue, and northeast of the existing Village Wastewater Treatment Plan (WWTP) and CSX railroad.

PCN: 06-40-39-001-013-00010-1

Acreage: 4.14-acres



Existing Land Use



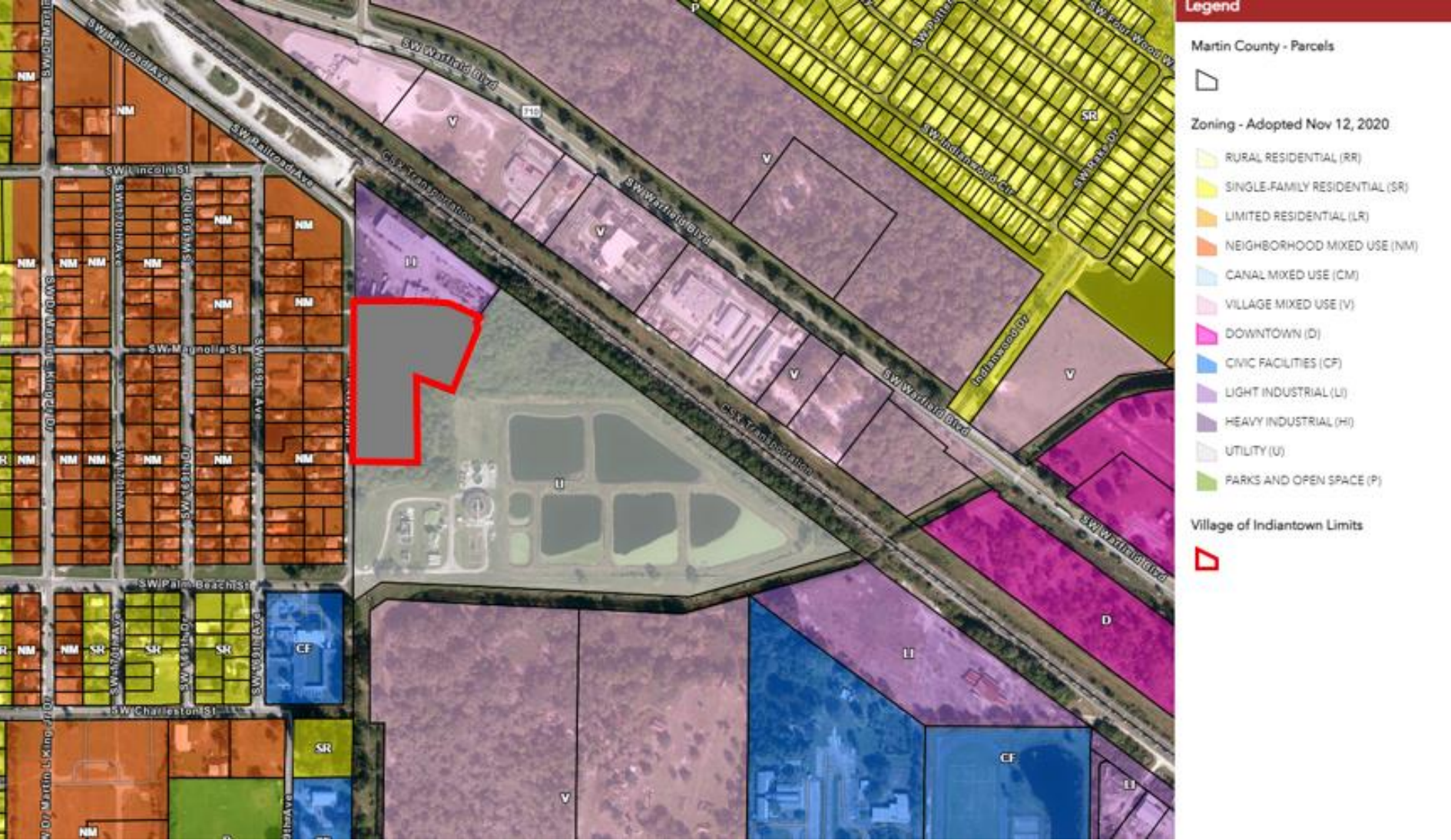
Proposed Land Use



Existing Zoning



Proposed Zoning

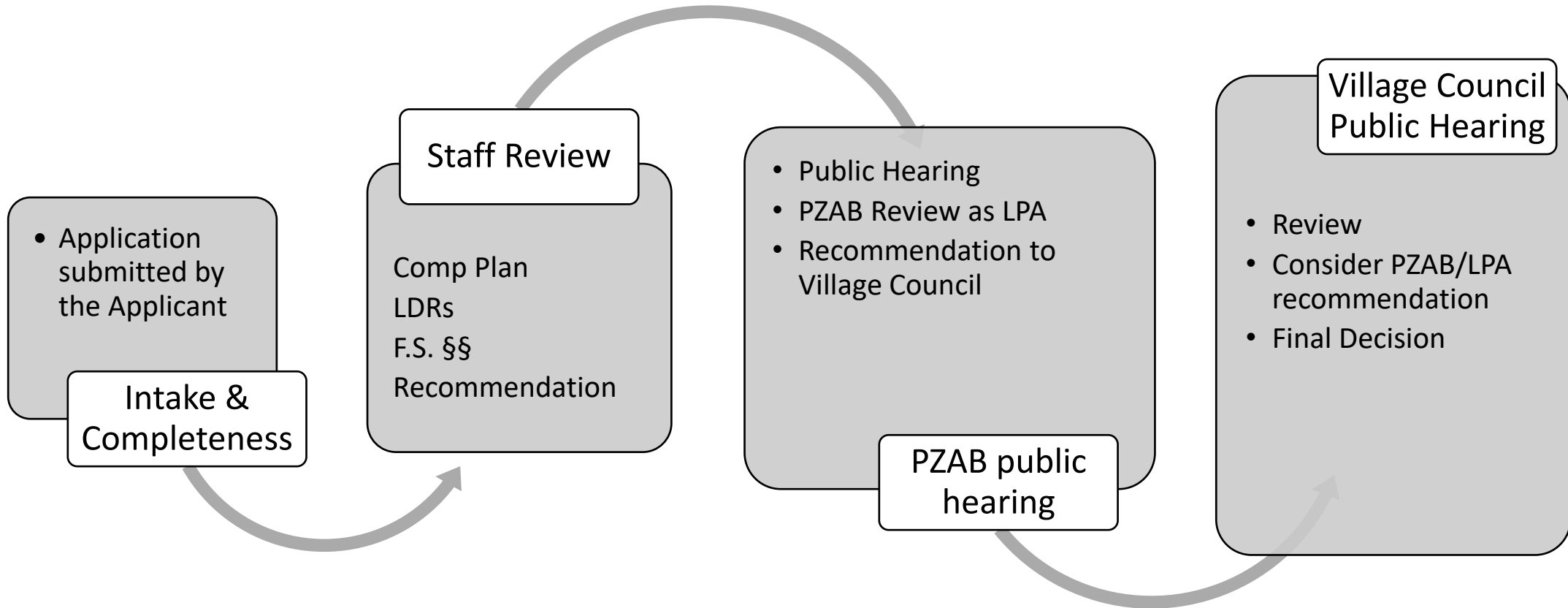




Direction	Future Land Use	Zoning	Existing Use
Site:	Light Industrial	Light Industrial	Vacant part of WWTP
North:	Light Industrial	Light Industrial	Industrial & Warehouse Uses
East	Utility	Utility	WWTP Village of Indiantown
South:	Utility	Utility	WWTP Village of Indiantown
West:	SW 168 th Avenue Village Core Mixed Use	SW 168 th Avenue Neighborhood Mixed Use	SW 168 th Avenue Single family residential units & vacant lots



Zoning Change Review Process





Zoning Change Review Criteria

Approval Evaluation Criteria

This application was reviewed for compliance with the Village Land Development Regulations (LDRs), Sec. 12-6. – Rezoning, Subsection 12-6 (5) outlines the Approval Criteria for a request to rezone a property.



Zoning Change Recommendations

Village Staff recommends approval to rezone the 4.14-acre subject property from the Light Industrial (LI) to Utility (U) zoning district.

The PZAB/LPA made a recommendation of approval at a public hearing held March 7, 2024.

The Village Council unanimously recommended approval at the March 14, 2024, public hearing.

A final recommendation is now required by the Village Council on the request to rezone the subject property.



QUESTIONS?

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: March 28, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: ORDINANCE NO. 02-2024 - AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TOTALING 116.16 ACRES IN SIZE, LOCATED AT SOUTH OF SW CITRUS BOULEVARD, NORTH OF SW KANNER HIGHWAY, AND IMMEDIATELY EAST OF THE EXISTING BOUNDARIES OF THE VILLAGE OF INDIANTOWN, PARCEL ID 03-40-39-000-000-00030-2, 02-40-39-000-000-00050-9, AND 35-39-39-000-000-00040-4, WHICH PROPERTY IS CONTIGUOUS TO THE VILLAGE OF INDIANTOWN IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES, AND OTHER CONTROLLING LAW; REDEFINING THE BOUNDARIES OF THE VILLAGE OF INDIANTOWN TO INCLUDE SAID PROPERTY; PROVIDING FOR LEGAL DESCRIPTION AND A MAP; PROVIDING FOR IMPLEMENTATION AND NOTICE TO APPROPRIATE AGENCIES; AND PROVIDING FOR FINDINGS, CONFLICTS, NON-CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

SUMMARY OF ITEM: Joseph W. Walsh & Indiantown Property Holdings, LLC. ("Applicant") are seeking a recommendation of approval from the Village Council for a Voluntary Annexation pursuant to Land Development Regulation Sec. 12-3. Annexation Contraction applications and the 2023 Florida Statutes Chapter 171.044.

FISCAL IMPACT STATEMENT: N/A

RECOMMENDATION: Village Staff recommend approval of the Voluntary Annexation Application No. ANX 24-008.

The Planning, Zoning and Appeals Board/LPA recommended approval 4 to 1, with one PZAB board member absent.

Village Council recommended approval unanimously at the 3-14-2024 public hearing.

PREPARED BY: Deanna Freeman, Community & Economic Development Director

DATE:
3/22/2024

ATTACHMENTS:

Description

Ordinance NO. XX-2024

PZAB Staff Report

Public Notice Advertisement

Mailing/ Posting Public Notice Affidavit

Presentation

VILLAGE OF INDIANTOWN, FLORIDA

ORDINANCE NO. 02-2024

AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TOTALING 116.16 ACRES IN SIZE, LOCATED AT SOUTH OF SW CITRUS BOULEVARD, NORTH OF SW KANNER HIGHWAY, AND IMMEDIATELY EAST OF THE EXISTING BOUNDARIES OF THE VILLAGE OF INDIANTOWN, PARCEL ID 03-40-39-000-00030-2, 02-40-39-000-00050-9, AND 35-39-39-000-00040-4, WHICH PROPERTY IS CONTIGUOUS TO THE VILLAGE OF INDIANTOWN IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES, AND OTHER CONTROLLING LAW; REDEFINING THE BOUNDARIES OF THE VILLAGE OF INDIANTOWN TO INCLUDE SAID PROPERTY; PROVIDING FOR LEGAL DESCRIPTION AND A MAP; PROVIDING FOR IMPLEMENTATION AND NOTICE TO APPROPRIATE AGENCIES; AND PROVIDING FOR FINDINGS, CONFLICTS, NON-CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Joseph W. Walsh and Indiantown Property Holdings, LLC, owners of the property described and depicted in Exhibit "A" and Exhibit "B" attached hereto ("Subject Property") have petitioned the Village of Indiantown, pursuant to Section 171.044, Florida Statutes, for voluntary annexation of the Subject Property into the municipal limits of the Village of Indiantown; and

WHEREAS, Village staff have reviewed and recommended approval of the annexation of the Subject Property to the Village Council of the Village of Indiantown, and has accomplished all actions required under applicable Florida law; and

WHEREAS, the Village Council, upon the recommendation of Village staff and the Village Attorney, has determined that all of the Subject Property proposed to be annexed into the Village of Indiantown is within an unincorporated area of Martin County, is reasonably compact and contiguous to the corporate boundaries of the Village

of Indiantown, and has further determined that the annexation of the Subject Property will not result in the creation of any enclave, and that the annexation of the Subject Property otherwise fully complies with the requirements of applicable Florida law; and

WHEREAS, the Village Council has taken all actions in accordance with the requirements and procedures mandated by Florida law with respect to the annexation of the Subject Property; and

WHEREAS, the Village Council, in the exercise of its legislative discretion, hereby determines that it is to the advantage of the Village of Indiantown and in the best interests of the health, peace, safety, and general welfare of the residents, businesses, and property owners of the Village to annex the Subject Property; and

WHEREAS, the provisions of Section 166.031(3), Florida Statutes, provide that a municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Florida Department of State; and

WHEREAS, the provisions of Section 171.091, Florida Statutes, provide as follows:

Recording.— Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

and

WHEREAS, the metes and bounds legal description and the map attached hereto as Exhibits “A” and “B”, respectively, show, describe, and depict the Subject Property which is hereby annexed into the Village of Indiantown.

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

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

SECTION 2. ANNEXATION OF SUBJECT PROPERTY AND CHANGE OF VILLAGE BOUNDARIES. The Subject Property, as defined herein, is hereby annexed into and made a part of the Village of Indiantown pursuant to the voluntary annexation provisions of Section 171.044, Florida Statutes, and other controlling law. The Village boundaries are hereby changed and redefined to include the Subject Property.

SECTION 3. EFFECT OF ANNEXATION. Upon this Ordinance becoming effective, the property owners of the Subject Property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners of the Village of Indiantown as further provided in Chapter 171, Florida Statutes, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the Village of Indiantown and the provisions of said Chapter 171, Florida Statutes.

SECTION 4. IMPLEMENTATION. The Village Manager, or designees, shall ensure that the Subject Property annexed by this Ordinance is incorporated into the Village of Indiantown Comprehensive Plan, the Official Zoning Map of the Village of Indiantown, and the map of the Village Limits of the Village of Indiantown in an expeditious manner. The Village Manager, or designees, are hereby authorized and directed to legally describe and map the revised Village Limits of the Village of Indiantown and to take any and all appropriate actions or propose actions to the Village Council as may be authorized in accordance with controlling law.

SECTION 5. NOTICE TO APPROPRIATE AGENCIES. Within seven (7) days after the adoption of this Ordinance, the Village Clerk shall file a copy of said Ordinance with the Clerk of the Circuit Court (Land Records/Recording), with the Chief Administrative Officer of Martin County (the County Administrator), with the Florida Department of State, with the Office of Economic and Demographic Research (along with a statement specifying the population census effect and the affected land area), and with such other agencies and entities as may be required by law or otherwise desirable.

SECTION 6. SEVERABILITY. The provisions of this Ordinance are deemed severable. In the event that any word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance is for any reason whatsoever held to be invalid, illegal, unconstitutional, contrary to law, or against public policy, by any court, administrative agency, or other body with competent jurisdiction, such word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this Ordinance, and such holding shall in no manner affect the validity of the remaining words, phrases, portions,

sub-sub-sections, sub-sections, or sections of this Ordinance, which shall remain in full force and effect. This Ordinance shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this Ordinance as expressed herein.

SECTION 7. NON-CODIFICATION. The provisions of this Ordinance shall not be codified, but the annexed Subject Property shall be incorporated and included in all appropriate maps of the Village Limits of the Village of Indiantown by the Village Manager, or designee, and the Village Manager, or designee, is hereby directed to take any and all appropriate actions relative to the land use planning documents of the Village pertaining to the Subject Property annexed pursuant to this Ordinance.

SECTION 8. CONFLICTS. All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption.

PASSED on first reading on the _____ day of _____, 20____.

ADOPTED on second reading on the _____ day of _____, 20____.

ATTEST:

Village of Indiantown, Florida

LaRhonda McBride
Village Clerk

Susan Gibbs Thomas
Mayor

REVIEWED FOR FORM
AND CORRECTNESS:

Wade C. Vose, Esq.
Village Attorney

Exhibit "A"

Legal Description

PARCEL 1:

A PARCEL OF LAND LYING IN SECTION 2 AND 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST, AND LYING IN SECTION 35, TOWNSHIP 39 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ST. LUCIE CANAL AS SHOWN ON RIGHT OF WAY MAP RECORDED IN PLAT BOOK 10, PAGE 84, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID POINT LYING 60.00 FEET EAST OF THE WEST LINE OF SECTION 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST, AS MEASURED AT RIGHT ANGLES; THENCE NORTH 00°39'38" WEST ALONG A LINE 60.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF SECTION 3, AS MEASURED AT RIGHT ANGLES, A DISTANCE OF 80.44 FEET TO THE SOUTHERLY LINE OF A PARCEL HAVING IDENTIFICATION NUMBER 03-40-39-000-000-00031-0 AS RECORDED IN OFFICIAL RECORDS BOOK 3379, PAGE 2923, SAID SOUTHERLY LINE BEING 75.00 FEET NORTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID ST. LUCIE CANAL; THENCE NORTH 68°08'53" EAST ALONG SAID SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 160.88 FEET TO A POINT ON THE EAST LINE OF A 150 FOOT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 170, PAGE 33, ALSO SAID LINE BEING 210.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 3, AS MEASURED AT RIGHT ANGLES, ALSO SAID LINE BEING THE EASTERLY LINE OF SAID PARCEL 03-40-39-000-000-00031-0; THENCE NORTH 00°39'38" WEST ALONG SAID LINE, A DISTANCE OF 325.88 FEET TO A POINT; THENCE CONTINUE ALONG SAID LINE NORTH 00°17'57" EAST, A DISTANCE OF 130.86 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 726, ALSO KNOWN AS SW CITRUS BOULEVARD, (A VARIABLE WIDTH RIGHT OF WAY), AS SHOWN IN PLAT BOOK 9, PAGE 6, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID LINE LYING 500.00 FEET NORTHERLY OF THE NORTH RIGHT OF WAY OF SAID ST. LUCIE CANAL, AS MEASURED AT RIGHT ANGLES; THENCE NORTH 68°08'53" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SW CITRUS BOULEVARD, A DISTANCE OF 8783.02 FEET TO A POINT ON THE WESTERLY LINE OF A 185 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT RECORDED IN DEED BOOK 97, PAGE 180; THENCE NORTH 34°24'47" WEST ALONG THE WESTERLY LINE OF SAID EASEMENT A DISTANCE OF 30.74 FEET TO A POINT, SAID POINT LYING 70.00 FEET

SOUTHERLY OF THE BASELINE OF SURVEY OF SECTION 890503-2601, CITRUS BOULEVARD, AS SHOWN ON THE STATE OF FLORIDA RIGHT OF WAY MAP RECORDED IN PLAT BOOK 9, PAGE 6; THENCE NORTH 68°08'53" EAST ALONG A LINE PARALLEL WITH AND 70.00 FEET SOUTHERLY OF SAID BASELINE OF SURVEY, A DISTANCE OF 189.54 FEET TO A POINT ON THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT; THENCE SOUTH 34°24'47" EAST ALONG SAID FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 30.74 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID SW CITRUS BOULEVARD; THENCE NORTH 68°08'53" EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID SW CITRUS BOULEVARD, A DISTANCE OF 1417.15 FEET TO A POINT, SAID POINT BEING ON THE WESTERLY LINE OF EASEMENT "NO. 4" RECORDED IN OFFICIAL RECORDS BOOK 170, PAGE 33; THENCE SOUTH 27°58'17" EAST ALONG SAID EASEMENT "NO.4", A DISTANCE OF 103.05 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY LINE OF PARCEL "NO.833" RECORDED IN PLAT BOOK 10, PAGE 84, AND THE WESTERLY LINE OF SAID EASEMENT "NO.4"; THENCE SOUTH 68°09'54" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL "NO.833", A DISTANCE OF 120.80 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "NO.833"; THENCE SOUTH 21°51'07" EAST ALONG THE WESTERLY LINE OF SAID PARCEL "NO.833", A DISTANCE OF 397.57 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID ST. LUCIE CANAL; THENCE SOUTH 68°08'53" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF ST. LUCIE CANAL, A DISTANCE OF 5898.67 FEET TO A POINT ON THE EASTERLY LINE OF PARCEL "NO.826" AS SHOWN ON SAID ST. LUCIE CANAL RIGHT OF WAY MAP; THENCE NORTH 21°50'57" WEST A DISTANCE OF 398.43 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL "NO.826"; THENCE SOUTH 68°09'03" WEST, A DISTANCE OF 399.62 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "NO.826"; THENCE SOUTH 21°50'57" EAST. A DISTANCE OF 398.45 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE SAID ST. LUCIE CANAL; THENCE SOUTH 68°08'53" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 4338.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,059,780 +/- SQ.FT. (116.16 +/- ACRES)

Exhibit "B"

Subject Property





Village of Indiantown Planning, Zoning & Appeals Board Staff Report

<u>Application Number</u>	ANX 24-008 (Joseph W. Walsh & Indiantown Property Holdings, LLC Annexation Application)
<u>Hearing Date</u>	March 2024
<u>Property Owner/ Applicant</u>	Joseph W. Walsh & Indiantown Property Holdings, LLC
<u>Applicant Representative</u>	Tyson Waters, Esq. Fox McCluskey, 3461 SE Willoughby Blvd. Stuart, FL 34994
<u>Village Coordinator</u>	Deanna Freeman, Community & Economic Development Director
<u>Village Reviewers</u>	Deanna Freeman, Community & Economic Development Director Tom Jensen, P.E., Kimley-Horn, Inc. Patrick Nolan, Public Works & Utilities Director Wade Vose, Village Attorney
<u>Applicant Request</u>	

APPLICATION NO: ANX 24-008, REQUEST FOR APPROVAL OF ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TOTALING 116.16 ACRES IN SIZE, LOCATED SOUTH OF SW CITRUS BOULEVARD, NORTH OF SW KANNER HIGHWAY, AND IMMEDIATELY EAST OF THE EXISTING BOUNDARIES OF THE VILLAGE OF INDIANTOWN.

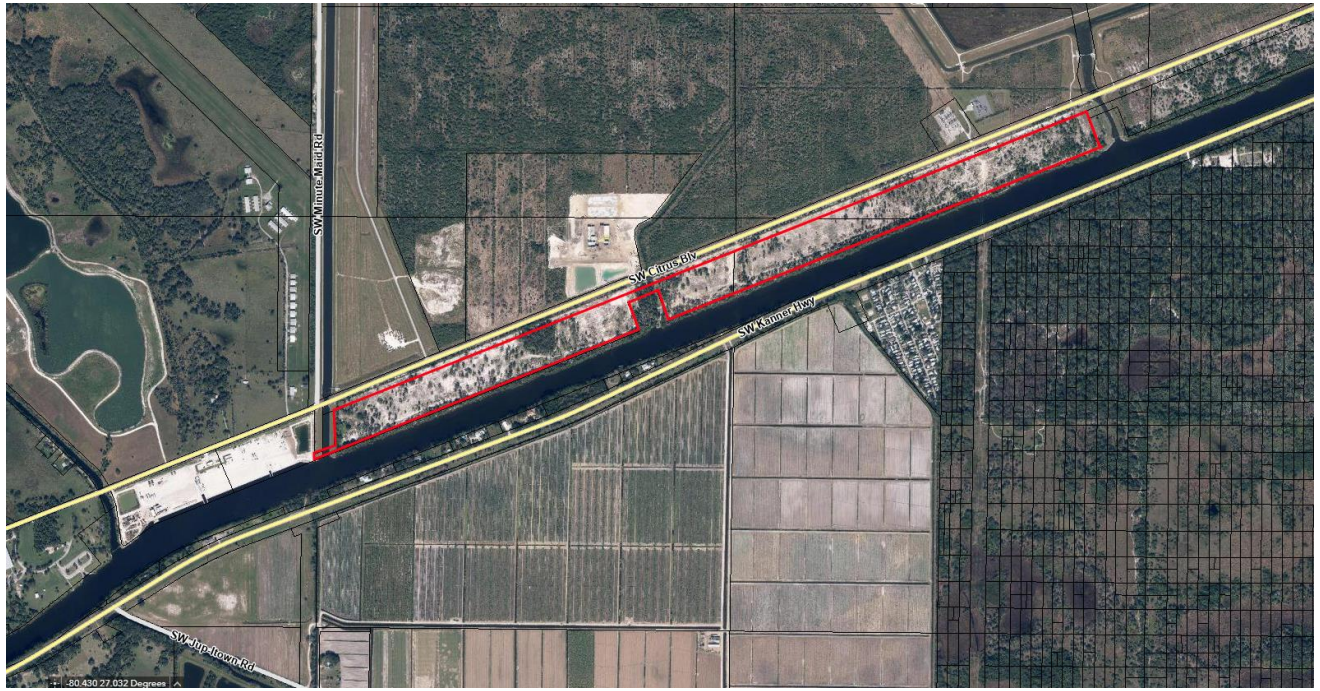
Joseph w. Walsh & Indiantown Property Holdings, LLC, ("Applicant") are seeking a recommendation of approval from the Planning, Zoning and Appeals Board ("PZAB")

for a Voluntary Annexation pursuant to Land Development Regulation Sec. 12-3. Annexation/contraction applications and the 2023 Florida Statutes Chapter 171.044.

Property Information

Location: The approximately 116.16-acre subject property is located south of SW Citrus Boulevard, north of SW Kanner Highway, and immediate east of the existing boundaries of the Village of Indiantown.

Location Map:



Parcel ID Numbers:

03-40-39-000-000-00030-2

02-40-39-000-000-00050-9

35-39-39-000-000-00040-4

Legal Description:

PARCEL 1:

A PARCEL OF LAND LYING IN SECTION 2 AND 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST, AND LYING IN SECTION 35, TOWNSHIP 39 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ST. LUCIE CANAL AS SHOWN ON RIGHT OF WAY MAP RECORDED IN PLAT BOOK 10, PAGE 84, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID POINT LYING 60.00 FEET EAST OF THE

WEST LINE OF SECTION 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST, AS MEASURED AT RIGHT ANGLES; THENCE NORTH 00°39'38" WEST ALONG A LINE 60.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF SECTION 3, AS MEASURED AT RIGHT ANGLES, A DISTANCE OF 80.44 FEET TO THE SOUTHERLY LINE OF A PARCEL HAVING IDENTIFICATION NUMBER 03-40-39-000-000-00031-0 AS RECORDED IN OFFICIAL RECORDS BOOK 3379, PAGE 2923, SAID SOUTHERLY LINE BEING 75.00 FEET NORTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID ST. LUCIE CANAL; THENCE NORTH 68°08'53" EAST ALONG SAID SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 160.88 FEET TO A POINT ON THE EAST LINE OF A 150 FOOT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 170, PAGE 33, ALSO SAID LINE BEING 210.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 3, AS MEASURED AT RIGHT ANGLES, ALSO SAID LINE BEING THE EASTERLY LINE OF SAID PARCEL 03-40-39-000-000-00031-0; THENCE NORTH 00°39'38" WEST ALONG SAID LINE, A DISTANCE OF 325.88 FEET TO A POINT; THENCE CONTINUE ALONG SAID LINE NORTH 00°17'57" EAST, A DISTANCE OF 130.86 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 726, ALSO KNOWN AS SW CITRUS BOULEVARD, (A VARIABLE WIDTH RIGHT OF WAY), AS SHOWN IN PLAT BOOK 9, PAGE 6, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID LINE LYING 500.00 FEET NORTHERLY OF THE NORTH RIGHT OF WAY OF SAID ST. LUCIE CANAL, AS MEASURED AT RIGHT ANGLES; THENCE NORTH 68°08'53" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SW CITRUS BOULEVARD, A DISTANCE OF 8783.02 FEET TO A POINT ON THE WESTERLY LINE OF A 185 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT RECORDED IN DEED BOOK 97, PAGE 180; THENCE NORTH 34°24'47" WEST ALONG THE WESTERLY LINE OF SAID EASEMENT A DISTANCE OF 30.74 FEET TO A POINT, SAID POINT LYING 70.00 FEET SOUTHERLY OF THE BASELINE OF SURVEY OF SECTION 890503-2601, CITRUS BOULEVARD, AS SHOWN ON THE STATE OF FLORIDA RIGHT OF WAY MAP RECORDED IN PLAT BOOK 9, PAGE 6; THENCE NORTH 68°08'53" EAST ALONG A LINE PARALLEL WITH AND 70.00 FEET SOUTHERLY OF SAID BASELINE OF SURVEY, A DISTANCE OF 189.54 FEET TO A POINT ON THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT; THENCE SOUTH 34°24'47" EAST ALONG SAID FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 30.74 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID SW CITRUS BOULEVARD; THENCE NORTH 68°08'53" EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID SW CITRUS BOULEVARD, A DISTANCE OF 1417.15 FEET TO A POINT, SAID POINT BEING ON THE WESTERLY LINE OF EASEMENT "NO. 4" RECORDED IN OFFICIAL RECORDS BOOK 170, PAGE 33; THENCE SOUTH 27°58'17" EAST ALONG SAID EASEMENT "NO.4", A DISTANCE OF 103.05 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY LINE OF PARCEL "NO.833" RECORDED IN PLAT BOOK 10, PAGE 84, AND THE WESTERLY LINE OF SAID EASEMENT "NO.4"; THENCE SOUTH 68°09'54" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL "NO.833", A DISTANCE OF 120.80 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "NO.833"; THENCE SOUTH 21°51'07" EAST ALONG THE WESTERLY LINE OF SAID PARCEL "NO.833", A DISTANCE OF 397.57 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID ST. LUCIE CANAL; THENCE SOUTH 68°08'53" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF ST. LUCIE CANAL, A DISTANCE OF 5898.67 FEET TO A POINT ON THE EASTERLY LINE OF PARCEL "NO.826" AS SHOWN ON SAID ST. LUCIE CANAL RIGHT OF WAY MAP; THENCE NORTH 21°50'57" WEST A DISTANCE OF 398.43 FEET TO A POINT ON THE NORTHERLY LINE OF

SAID PARCEL "NO.826"; THENCE SOUTH 68°09'03" WEST, A DISTANCE OF 399.62 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "NO.826"; THENCE SOUTH 21°50'57" EAST, A DISTANCE OF 398.45 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE SAID ST. LUCIE CANAL; THENCE SOUTH 68°08'53" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 4338.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,059,780 +/- SQ.FT. (116.16 +/- ACRES)

Background: The application was received for completeness review determination by the Village November 16, 2023, deemed complete November 20, 2023. This request requires review and recommendation by the Development Review Colleagues (DRC), a recommendation by the PZAB as a public hearing, and the review and decision making by the Village Council at two separate public hearings ahead of the draft Ordinance being signed and recorded.

The application has been noticed in accordance with the provisions and requirements of 2023 Florida Statutes Chapter 171.044., including correctly noticing Martin County at least 10 days prior to the required newspaper advertisements, and two consecutive weeks in the newspaper ahead of the first Village Council public hearing.

Application Materials Submittals Include:

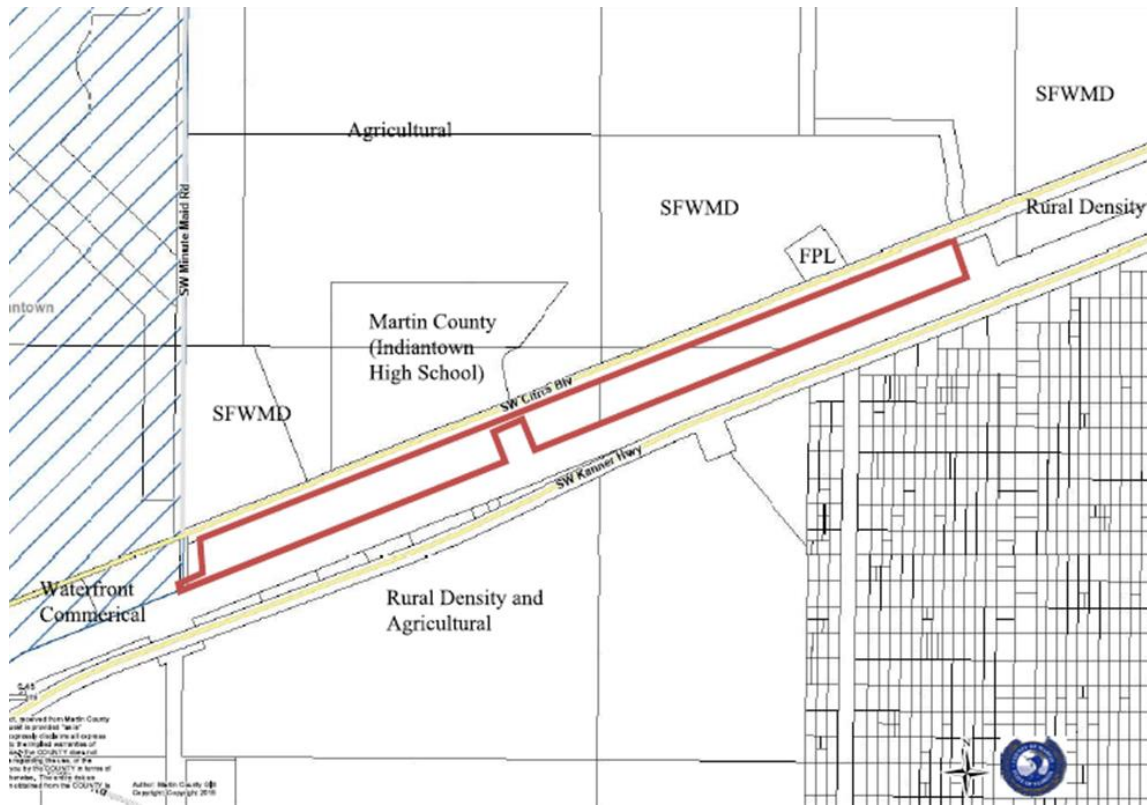
1. Annexation Application.
2. Development application.
3. Survey of Property to be Annexed.
4. Narrative & Justification Statement.
5. Description of Surrounding Properties & Uses.
6. Maps.
7. Deeds.
8. Legal Description.
9. Narrative.
10. Boundary Surveys.
11. Map Exhibits.

Subject Property Parcel Size: 116.16-acres +/-

Parcel Ownership: The property is owned by Joseph W. Walsh & Indiantown Property Holdings, LLC as joint applicants for the voluntary annexation of three contiguous parcels of land into the Village of Indiantown.

Current Use: The property is vacant, with no building structures, improved roads or other developed features located on the site. The property lies within Martin County jurisdiction, contiguous and abutting the existing boundary of the Village of Indiantown to the west.

Municipal Boundary Map

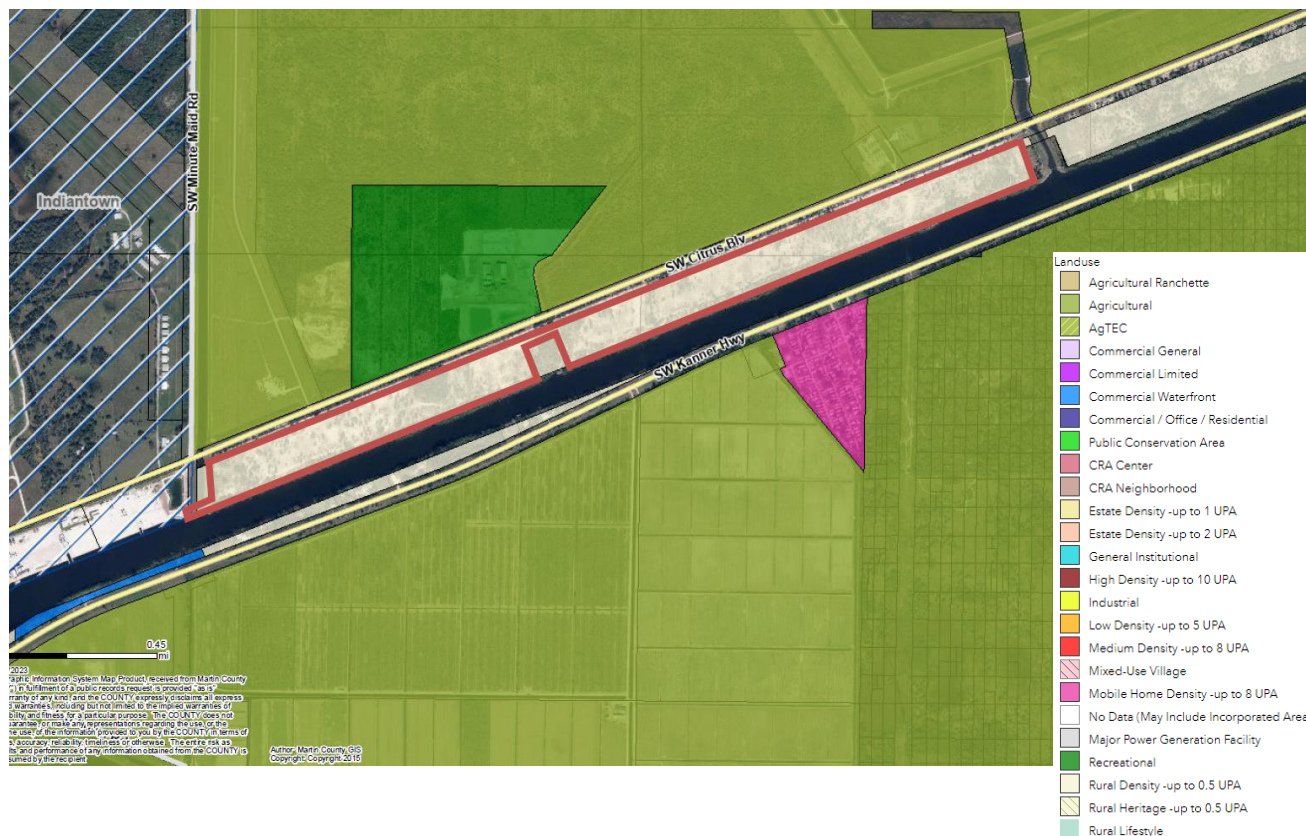


Future Land Use & Zoning

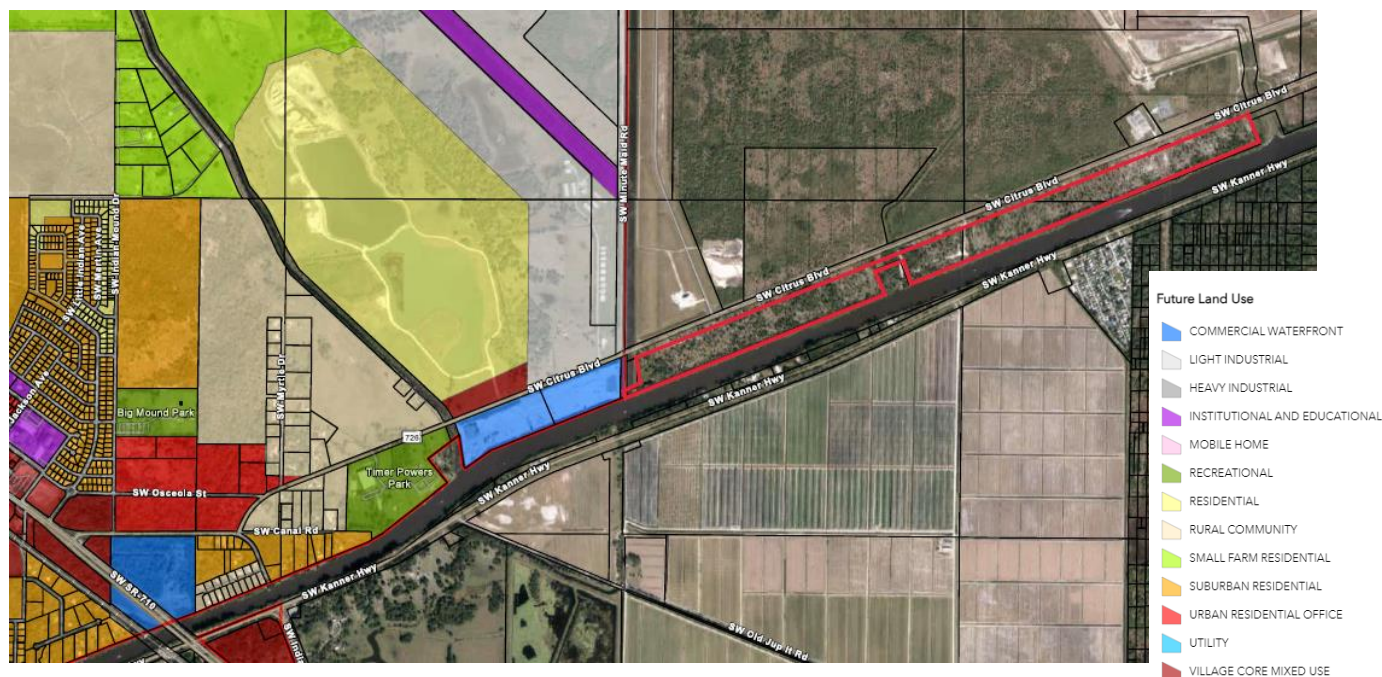
The subject property has a Martin County Future Land Use designation of Rural Density and a zoning district designation of A-2, Agriculture. The current land use and zoning district designation are inconsistent. Any development on the vacant subject property triggering a development application would require a mandatory rezoning from A-2, Agriculture to RE-2A, Rural Estate District, consistent with the Rural Density Future Land Use designation.

The applicant has concurrent applications filed with the Village of Indiantown for a Large-Scale future land use amendment to Commercial Waterfront, consistent with property to the east of the subject property. A request to change the zoning from A-2, Agriculture to Canal Mixed Use zoning district is consistent with the proposed future land use map amendment.

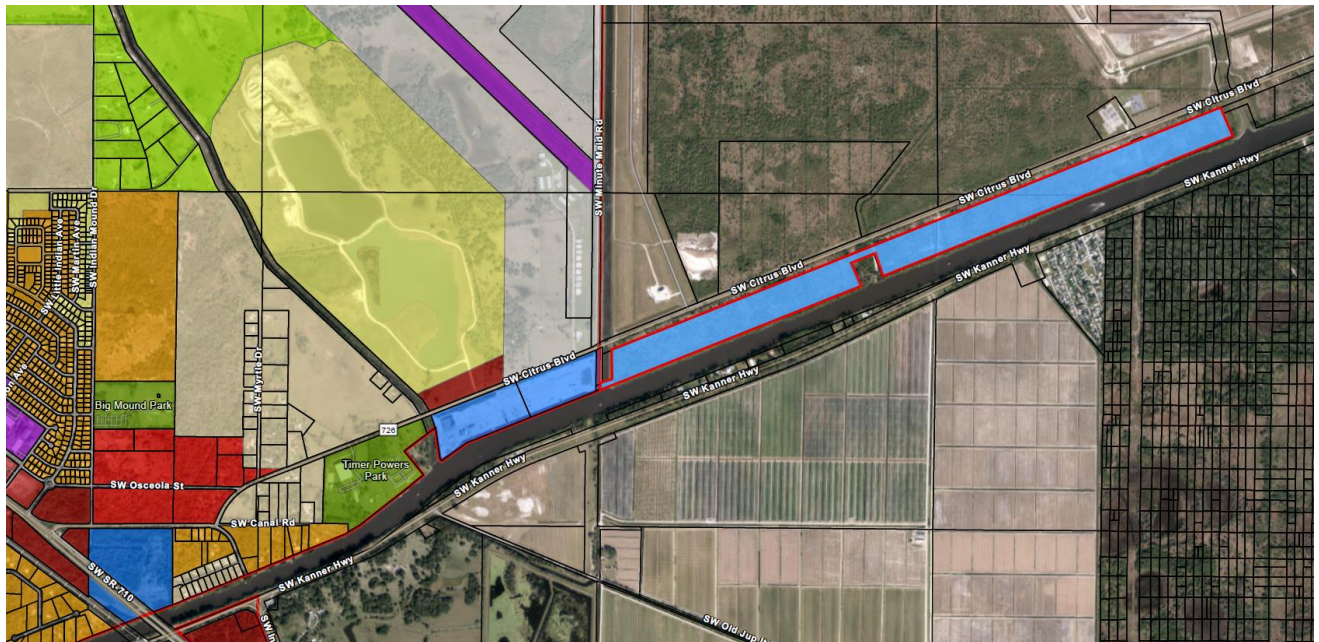
Current Future Land Use Martin County: Rural Density



Current Future Land Use Map Village of Indiantown



Proposed Future Land Use: Commercial Waterfront



Staff Analysis

Surrounding Land Use, Zoning & Existing Use:

The property the subject of the request for Voluntary Annexation is contiguous to the Village of Indiantown's municipal boundaries, is compact, with no enclaves being created because of the annexation request.

An overview of established development patterns within proximity to the subject property includes lands immediately south having been developed to accommodate the newly constructed Indiantown High School, located on the south side of SW Citrus Boulevard.

To the west is the Village of Indiantown municipal boundary with property contiguous and abutting the subject property. Lands to the immediate west consist of the established Indiantown Marine Services facility, located on a 38 +/- acre property offering servicing and storage of vessels, daily dockage, workspace, and storage space at the existing facility.

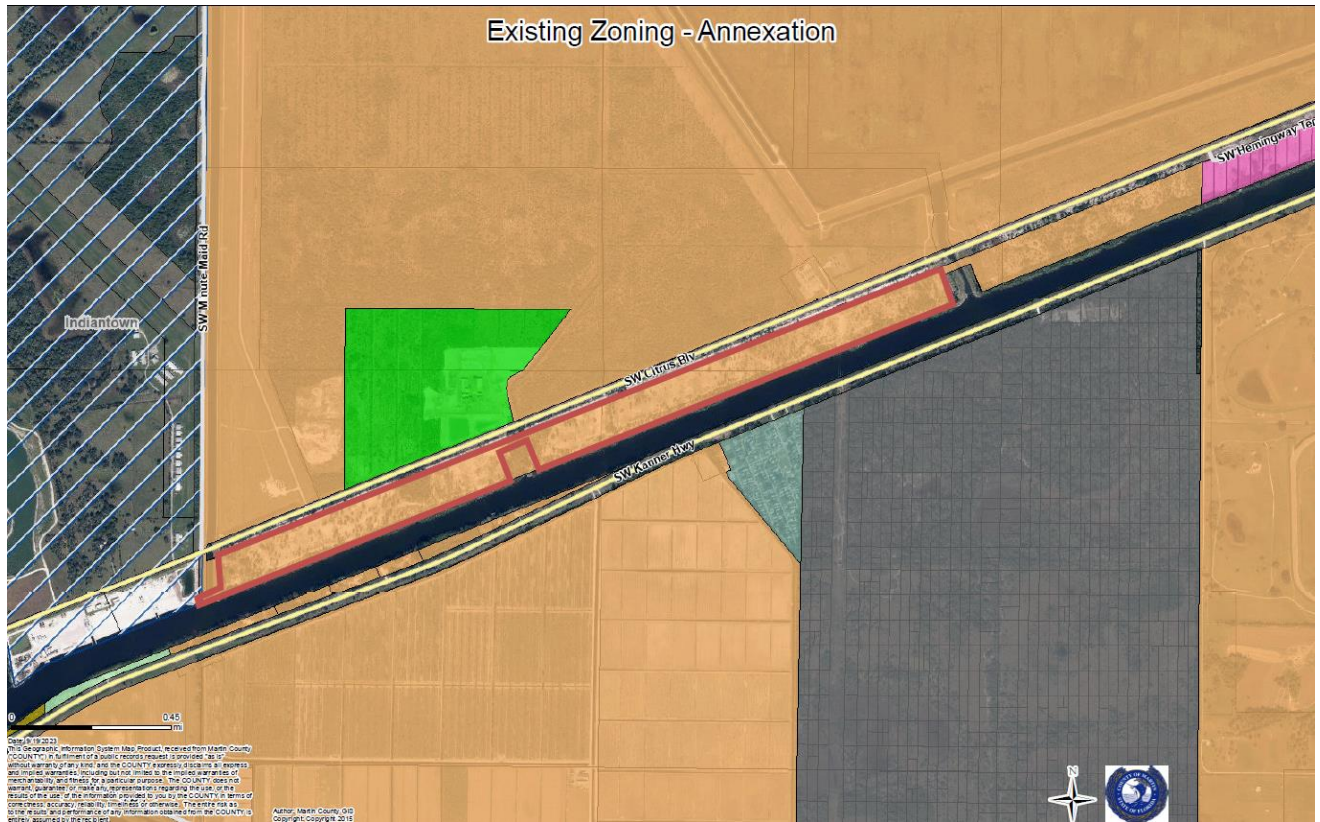
Northwest of the Indiantown Marine Center property includes the Indiantown Airport, property with multiple storage hangars associated with the airport, and vacant lands with a Village Mixed Use land use and zoning district. Further north, on the opposite side of SW Citrus Boulevard, lands are owned by South Florida Water Management District and recreational lands owned by Martin County.

South of the subject property is the St. Lucie Canal with residential and agricultural lots on the opposite side of the canal as unincorporated Martin County lands. East of the subject property there are several vacant lots within unincorporated Martin County. While southeast of the subject property, across the St. Lucie Canal is the existing 30-acre +/- St Lucie Village Mobile Home Park.

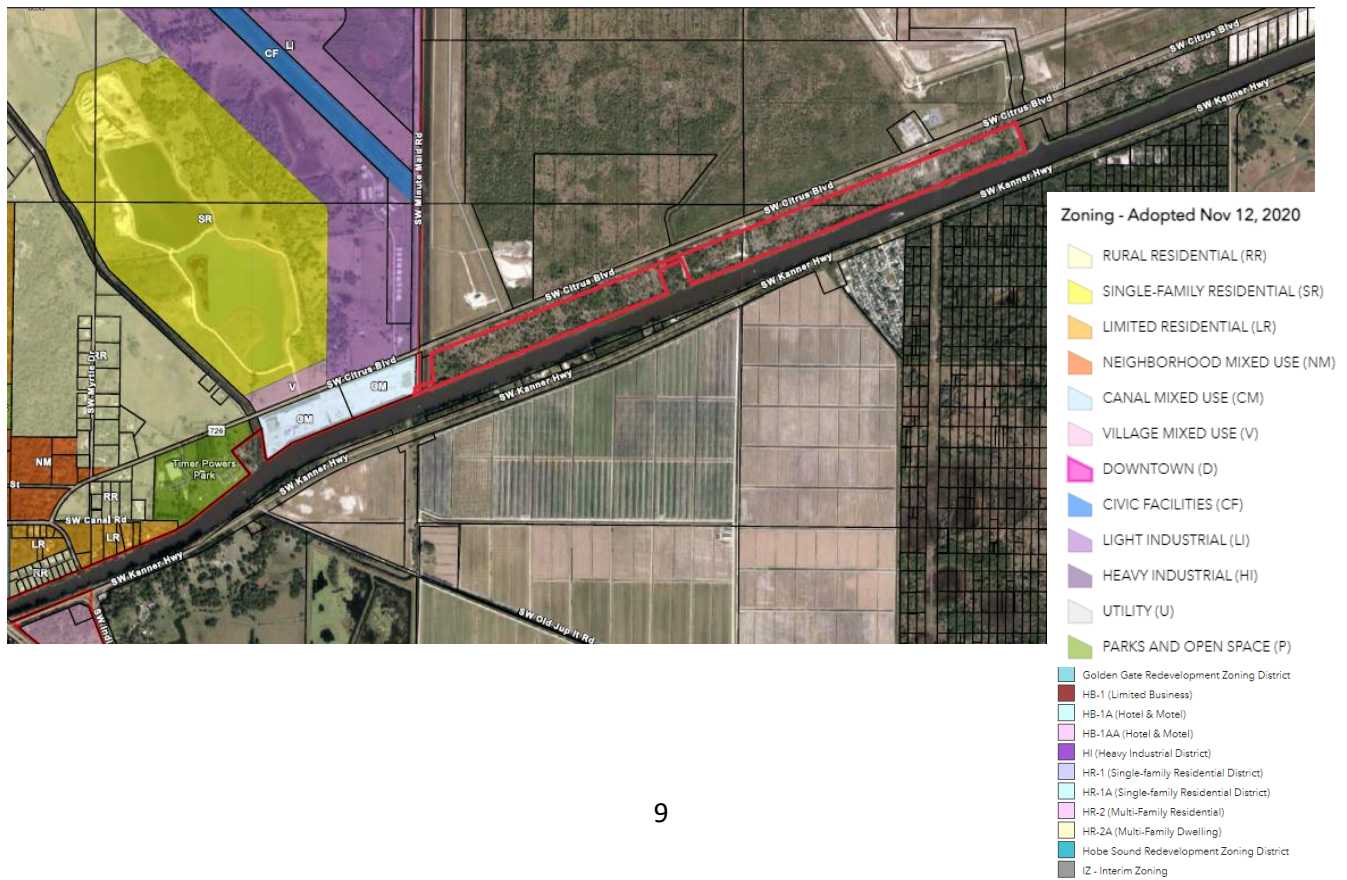
The following table provides a more detailed breakdown of existing use, land use and zoning of properties within proximity to the subject property.

Direction	Future Land Use	Zoning	Existing Use
Site:	Rural Density	A-2	Vacant
North:	Agricultural Recreational Agricultural	A-2 PR A-2	SFWMD lands – Agricultural Indiantown Highschool FP&L
East:	Rural Density	RE-2A	Vacant lands
South:	St. Lucie Canal Commercial Waterfront Rural Density Mobile Home Agricultural	St. Lucie Canal WGC A-2 TP A-2	St. Lucie Canal St. Lucie Canal Corp, Warehouse Distribution Terminal Single family homes St Lucie Village Mobile Homes Vacant/cropland
West:	Rural Density Commercial Waterfront	A-2 Canal Mixed Use	SFWMD - Water Indiantown Marine Services

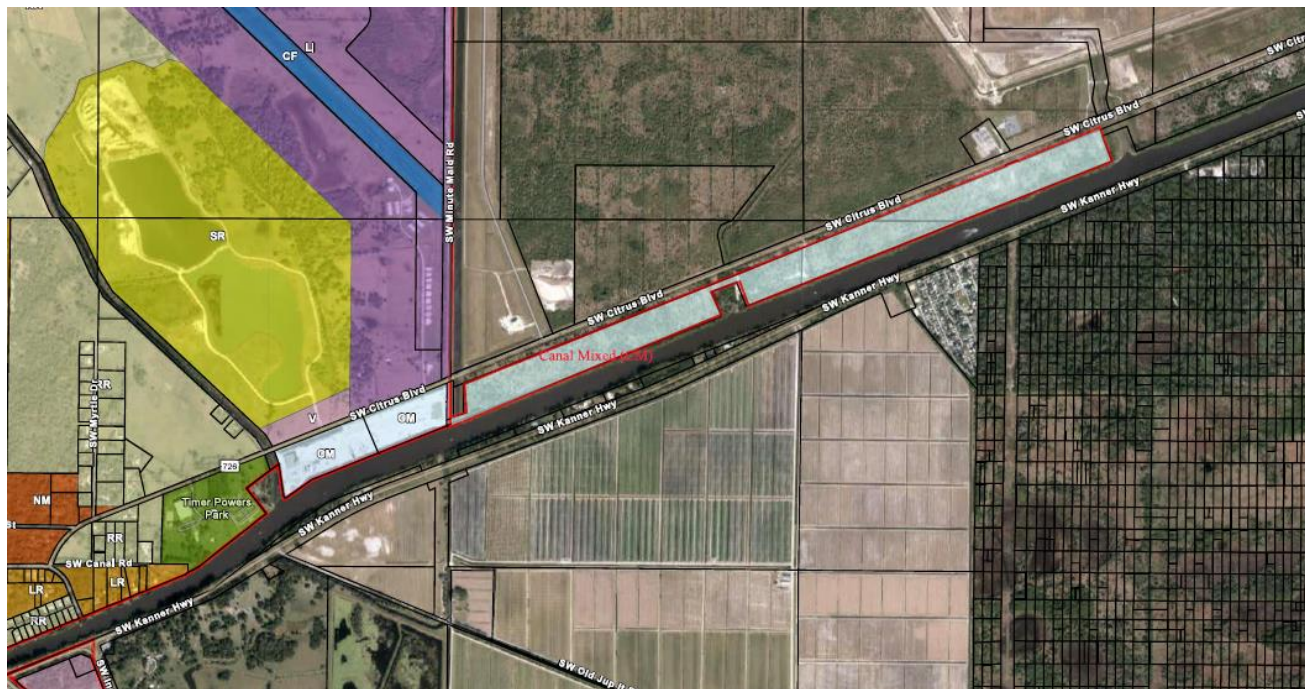
Current Zoning Martin County: A-2, Agricultural



Current Zoning Map Village of Indiantown



Proposed Zoning: Canal Mixed Use



Public services and facilities will be available to serve the needs of the subject properties. Any future development application for site plan approval may likely initially include well and septic service provisions. However, water and wastewater services are anticipated to be available to serve the subject property within the next few years. SW Citrus Boulevard abuts the property, as a minor arterial road while SW Kanner Highway, a major arterial roadway, is further south of the St. Lucie Canal.

Approval Evaluation Criteria

This application was reviewed by staff for compliance with the Village Comprehensive Plan Policy IC1.1.25 regarding noticing Martin County in accordance with Florida State Chapter 171.044. The request for Voluntary Annexation into the Village of Indiantown also satisfies the requirements of Policy IC1.1.26 – as a property contiguous to the Village's boundaries. The proposed annexation offers the Village of Indiantown the opportunity to unify the community and improve the quality of life for new and existing residents.

Land Development Regulations (LDRs), and Sec. 12-3. Annexation/contraction applications and the 2023 Florida Statutes Chapter 171.044. The Applicant has satisfied the requirements of the LDR provisions and Florida State Statute Chapter 171.044.

Staff Recommendation

Village Staff recommends approval of the Voluntary Annexation subject to a review and recommendation by the PZAB, ahead of consideration before the Village Council as two separate public hearings.

Attachments

Attachment A – Application Materials.

Attachment B – Draft Ordinance.

Attachment C – Public Notice Ad.

Attachment D – Copy of Certified Notice to Martin County Board of County Commissioners.

VILLAGE OF INDIANTOWN

NOTICE OF VOLUNTARY ANNEXATION

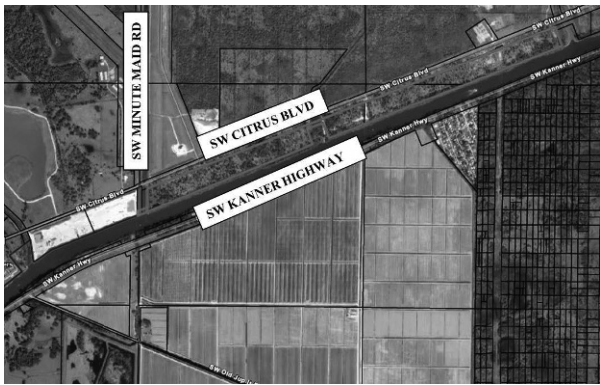
The Village of Indiantown, Village Council, will hold a Public Hearing on Thursday, March 28, 2024, at 6:30 p.m. in the Village Council Chambers, 15516 SW Osceola Street, Suite C. Indiantown, Florida 34956 to consider the following agenda items:

ORDINANCE NO. 02-2024; AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TOTALING 116.16 ACRES IN SIZE, LOCATED AT SOUTH OF SW CITRUS BOULEVARD, NORTH OF SW KANNER HIGHWAY, AND IMMEDIATELY EAST OF THE EXISTING BOUNDARIES OF THE VILLAGE OF INDIANTOWN, PARCEL ID 03-40-39-000-00030-2, 02-40-39-000-000-00050-9, AND 35-39-39-000-000-00040-4, WHICH PROPERTY IS CONTIGUOUS TO THE VILLAGE OF INDIANTOWN IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES, AND OTHER CONTROLLING LAW; REDEFINING THE BOUNDARIES OF THE VILLAGE OF INDIANTOWN TO INCLUDE SAID PROPERTY; PROVIDING FOR LEGAL DESCRIPTION AND A MAP; PROVIDING FOR IMPLEMENTATION AND NOTICE TO APPROPRIATE AGENCIES; AND PROVIDING FOR FINDINGS, CONFLICTS, NON-CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

All interested parties are invited to attend and be heard. Written comments may be submitted to Deanna Freeman, CED Director, P.O. Box 398, Indiantown, FL 34956. Copies of all documents pertaining to the proposed request are available in the Community & Economic Development Department, located at Village Hall, 15516 SW Osceola Street, Ste. B, Indiantown, Florida 34956, weekdays between the hours of 8:00 a.m. and 5:00 p.m.

The ordinance provides for the annexation of certain property into the Village of Indiantown generally described of certain real property totaling 116.16 acres in size, located at South of SW Citrus Boulevard, North of SW Kanner Highway, and immediately East of the existing boundaries of the Village of Indiantown, which is currently located in unincorporated Martin County. The property proposed to be annexed is depicted on the map below, and the complete legal description by metes and bounds and the ordinance can be obtained from the office of the Village Clerk.

Section 171.044, *et. seq.*, Florida Statutes, provides for voluntary annexation procedures, and provides that an owner or owners of real property in an unincorporated area of a county may petition the governing body of a municipality to annex property into the municipality that is contiguous to the municipality and reasonably compact.



The Village Planning Director has conducted an analysis of the petition of the property owner and found the area petitioned for annexation meets the criteria of 171.044 in that the subject property is contiguous to the Village of Indiantown and is reasonably compact, and that the annexation of the subject property will not result in the creation of any enclave.

Please be advised that anyone choosing to appeal any decision with respect to any matter discussed by the Village Council or any Board, Committee or Agency thereof will need a record of the proceedings; and may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. All appeals must be filed in accordance with the applicable provisions of the Village of Indiantown Land Development Code.

Pursuant to the provisions of the Americans With Disabilities Act, any person requiring special accommodations to participate in this hearing, because of a disability or physical impairment, should contact the Village Clerk's Office at (772) 597-8294 at least three (3) business days prior to the Hearing. Persons using a TDD device, please call 711 Florida Relay Services for assistance.

LaRhonda McBride,
Village Clerk

Published: March 28, 2024
March 17th, 2024.
March 24th, 2024.



MAILING/POSTING PUBLIC NOTICE AFFIDAVIT

Application No. ANX-24-008

Date of Planning, Zoning, and Appeals Board / Village Council Meeting: March 28, 2024

Mailing Date: No less than 10 Days prior to the Public Hearing/Meeting: March 18, 2024

In accordance with the requirements of Section 12-2 – General Requirements for Applications, of the Village of Indiantown, Florida, I Dan Romence hereby certify that I have posted or caused to be posted zoning change notification sign(s) on the property subject to zoning change, in accordance with the attached exhibit. Posting of said sign(s) was accomplished on MARCH 18, 20 24.

The sign(s) meet the criteria in Section 12-2 and was placed ON CITRUS BLVD.

Posted notice.

1. A sign shall be prepared and posted on the subject property by the Village setting forth a notice of public hearing at least five business days before the Village Council meeting in which the item is scheduled to be heard. This notice shall remain posted on the subject property through the date of the public hearing and shall be removed within five business days following the Village Council's approval or denial of the application, or upon the application's withdrawal.

2. Posted notice shall be in a manner established by the Director.

Courtesy mailed notice.

1. The applicant shall be responsible for mailing notice of hearing to property owners of record within a 300-foot radius of the subject property scheduled for a public hearing before the Village Council. The failure to receive such courtesy notice shall not affect any action or proceedings taken by the Village Council.

2. The current ad valorem tax rolls of Martin County shall be used to mail required notice to owners of neighboring property.

I further certify that this affidavit was filed with the Community and Economic Development Department of the Village of Indiantown on March 20, 20 24, a date no later than the 7th day before the Public Hearing/Meeting.

15516 SW Osceola St. Indiantown, FL 34956
772-597-9900 • www.indiantownfl.gov

I understand that I am required to remove said sign(s) within five business days of the public hearing regarding the application.

Executed this the 20th day of MARCH, 20 24.



Signature of Applicant or Authorized Agent

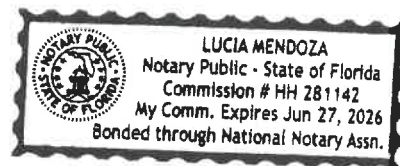
STATE OF FLORIDA:

COUNTY OF:


BEFORE ME, a Notary Public, on this day personally appeared Daniel Romence (Print Applicant's/Authorized Agent's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the applicant or authorized agent for the purposes of this affidavit; that all information submitted herein is true and correct."


SUBSCRIBED AND SWORN TO before me, this the 20th day of March, 2024.

Notary Public in and for the State of Florida



STAFF USE:

 MAR 20 2024
Date/Time submitted: _____ Verified by: Lucia Mendoza / Planning Assistant

 PLEASE NOTE: Failure to post the notification sign(s) on the property on or before the 10th day prior to the public hearing will result in the postponement of consideration of the application.

Attachments: 1 Close-up Photo of Posted Notice
1 Distant Photo Showing Location of Notice (i.e. from nearest road)

15516 SW Osceola St. Indiantown, FL 34956
772-597-9900 • www.indiantownfl.gov

NOTICE

PUBLIC MEETING OF THE VILLAGE OF INDIANTOWN

VILLAGE COUNCIL PUBLIC HEARING: March 28, 2024 – 6:30 PM

LOCATION: COUNCIL CHAMBER, 15516 SW Osceola Street, Suite C, Indiantown, FL 34956

CASE #'s:	ANX-24-008
CASE NAME:	Joseph W. Walsh Annexation
CASE TYPE:	Voluntary Annexation Request
APPLICANT:	Village of Indiantown
PROPERTY LOCATION:	Generally located South of SW Citrus Boulevard, North of SW Kanner Highway Parcels: 03-40-39-000-00-00030-2, 02-40-39-000-000-00050-9, and 35-39-39-000-000-00040-4.
REQUEST:	Applicant is requesting approval of Voluntary Annexation of three contiguous parcels of lands approximately 116.16+/- acres into the municipal boundaries of the Village of Indiantown, amending the official boundary map of the Village of Indiantown.

THIS NOTICE HAS BEEN SENT AS A COURTESY TO THE OWNERS/RESIDENTS OF PROPERTY LOCATED WITHIN 300 FEET OF THE PROPERTY IDENTIFIED IN THIS NOTICE.



Interested parties may appear and be heard at the meeting regarding this public hearing. Information regarding the proposed request may be inspected by the public at: Village of Indiantown Community & Economic Development Department, 15516 SW Osceola Street, Suite B, Indiantown, FL 34956.

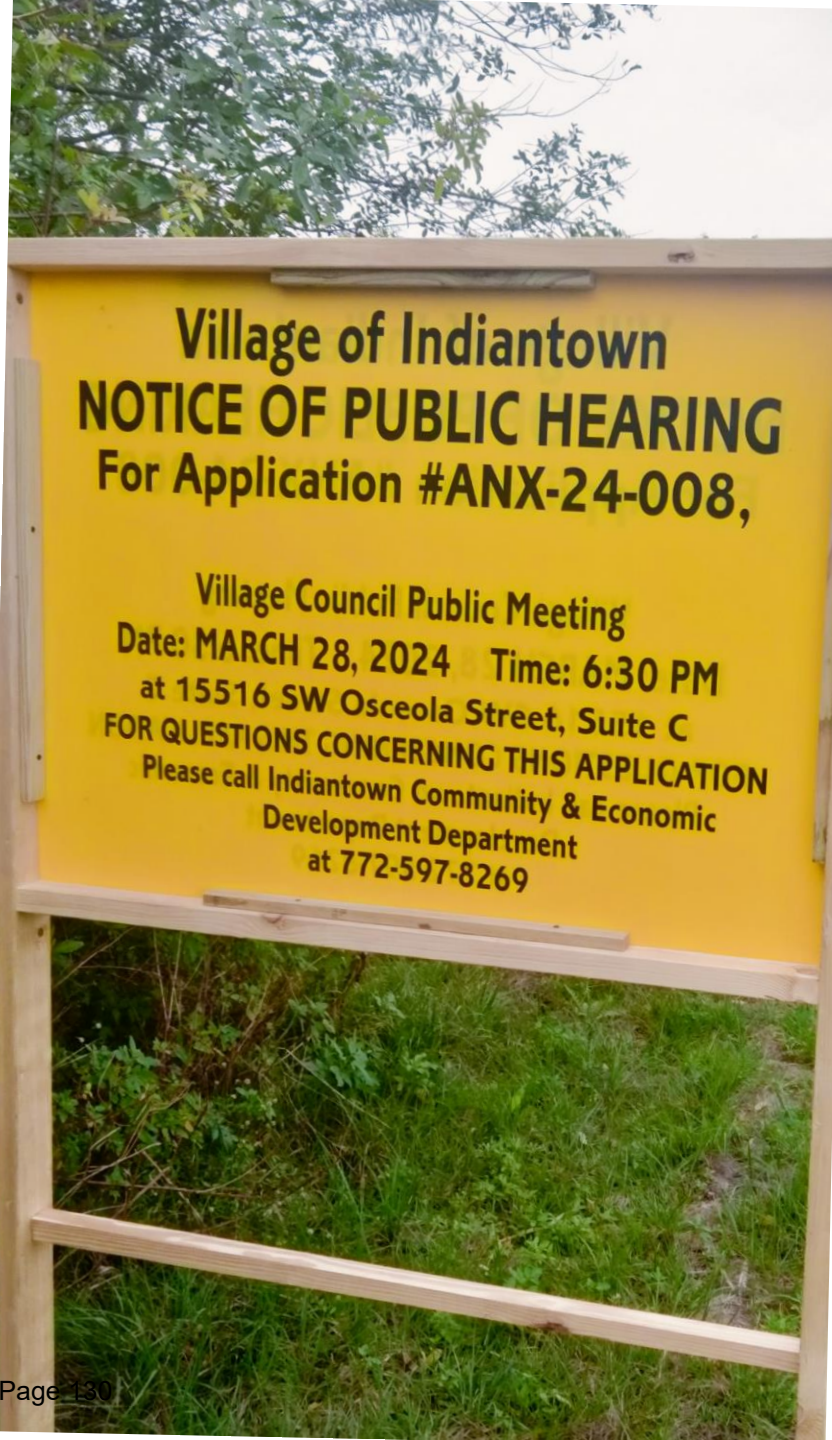
**FOR QUESTIONS CONCERNING THIS PETITION, PLEASE CONTACT:
Deanna Freeman 772-485-7095, COMMUNITY DEVELOPMENT DEPARTMENT**

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COUNCIL/BOARD, WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING/MEETING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND THAT, FOR THIS PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED, AND WHICH RECORD IS NOT PROVIDED BY THE VILLAGE OF INDIANTOWN. (FS 286.0105)

IN ACCORDANCE WITH THE "AMERICANS WITH DISABILITIES ACT", PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS MAY CONTACT THE CLERK OF THE COUNCIL/BOARD (LISTED BELOW) THREE (3) DAYS PRIOR TO THE MEETING. (FS 286.26)

LaRhonda McBride/Phone: 772-597- 8294

Village of Indiantown/City Clerk/15516 SW Osceola Street, Suite B, Indiantown, FL 34956





Walsh & Indiantown Property Holdings, LLC

Voluntary Annexation

No. ANX 24-008

Village of Indiantown, Florida

Village Council Meeting 3-28-2024

Applicant Request

A request by Joseph W. Walsh & Indiantown Property Holdings, LLC for approval of annexing by voluntary petition the 116.16-acre vacant subject property from Martin County to within the Village of Indiantown.





Property Location

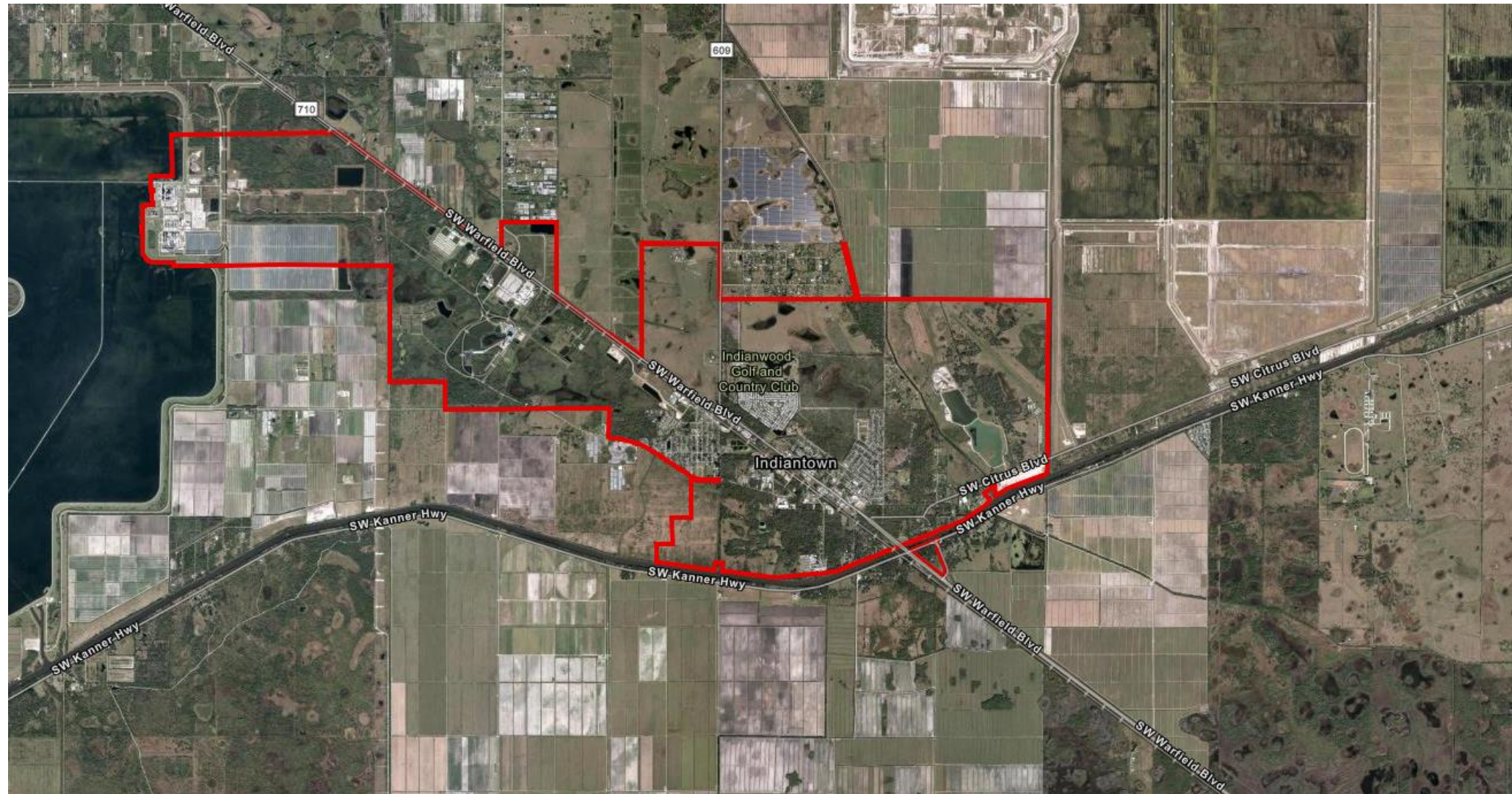
Location: south of SW Citrus Blvd.
north of SW Kanner Highway and
east of the existing Village of
Indiantown municipal boundary.

PCN: 03-40-39-000-000-00030-2
02-40-39-000-000-00050-9
35-39-39-000-000-00040-4

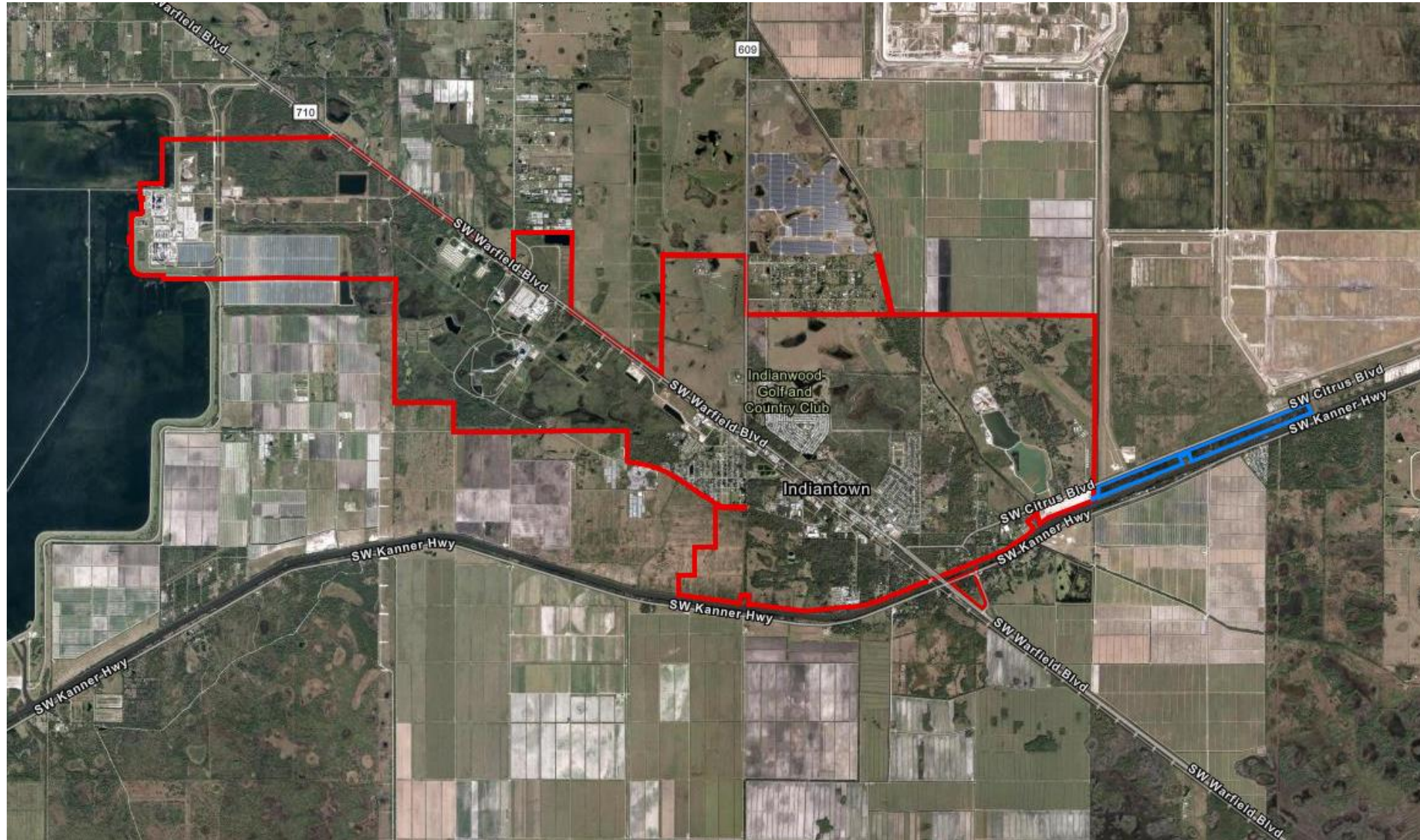
Acreage: 116.16-acres



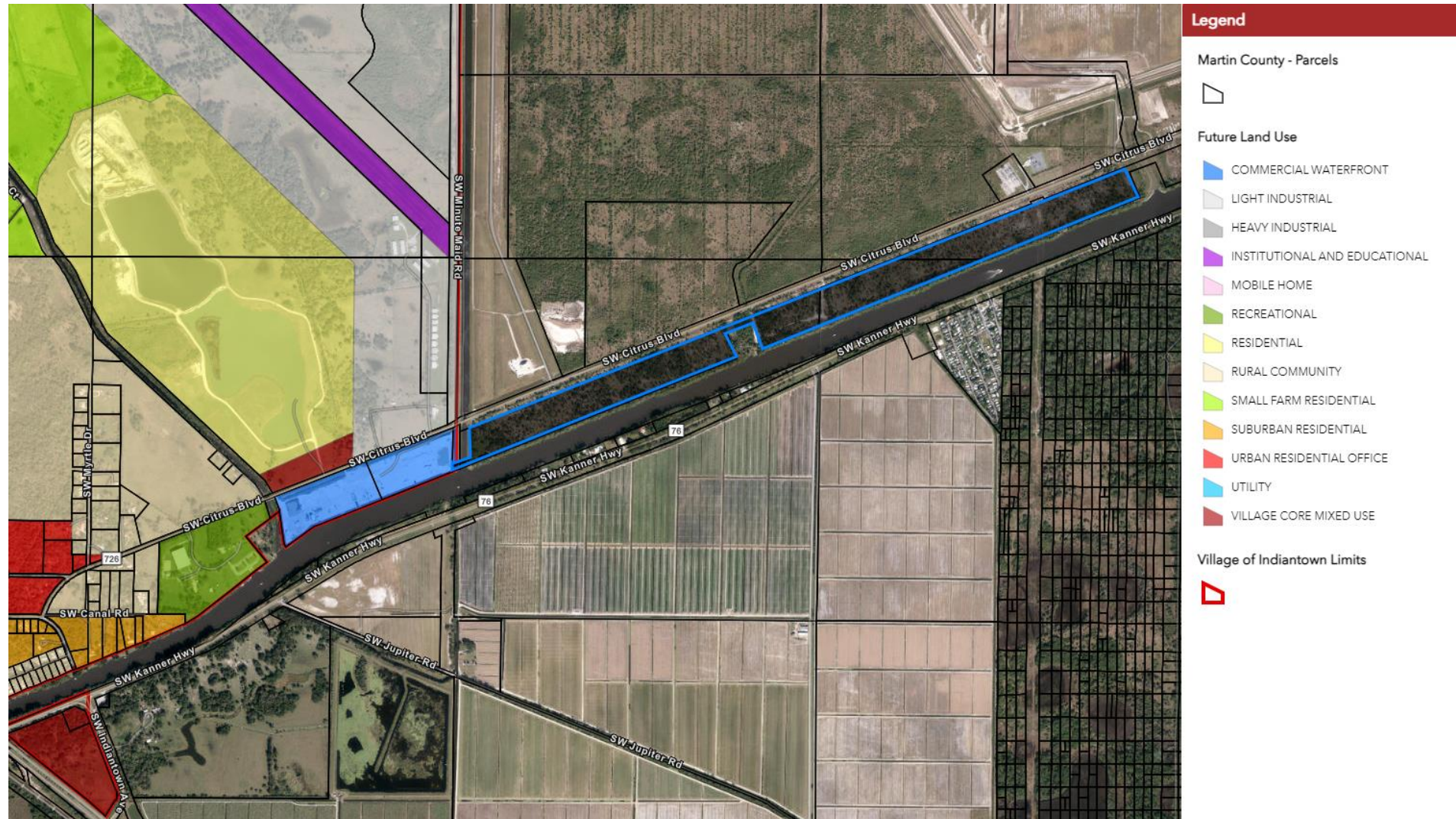
Municipal Boundary - Existing



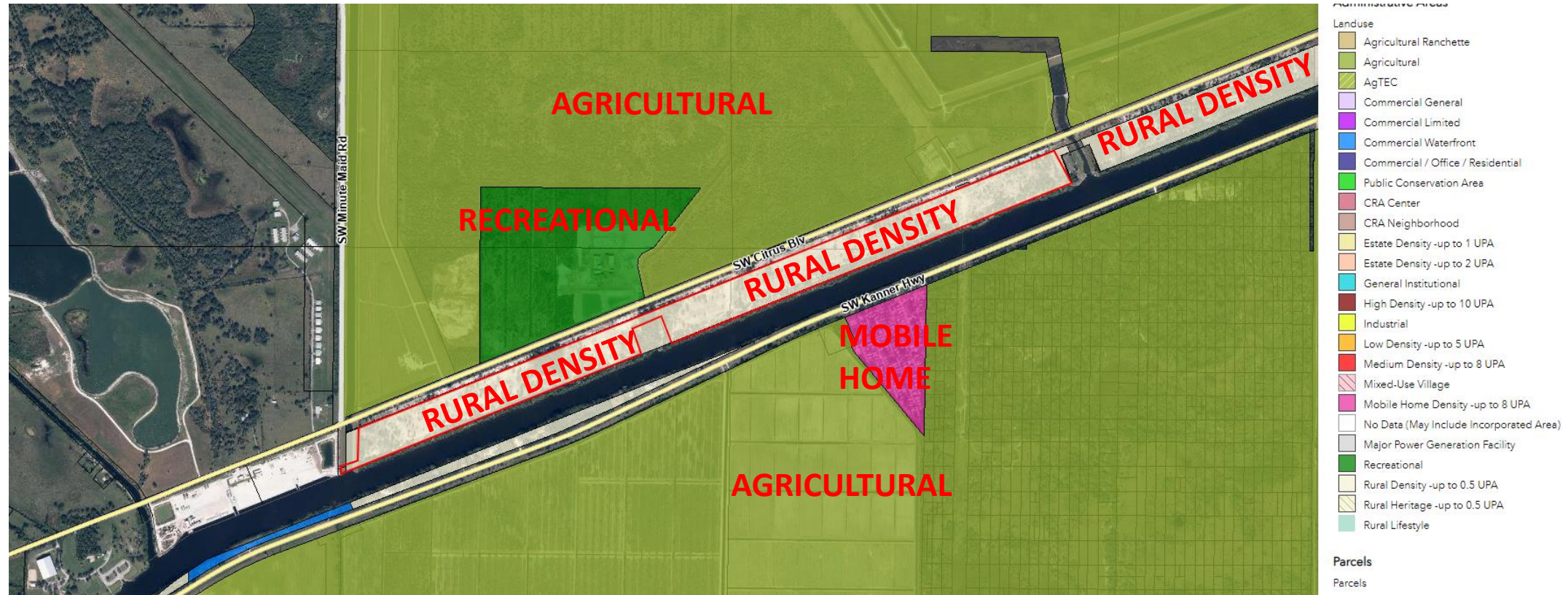
Municipal Boundary - Proposed



Existing Land Use - Village



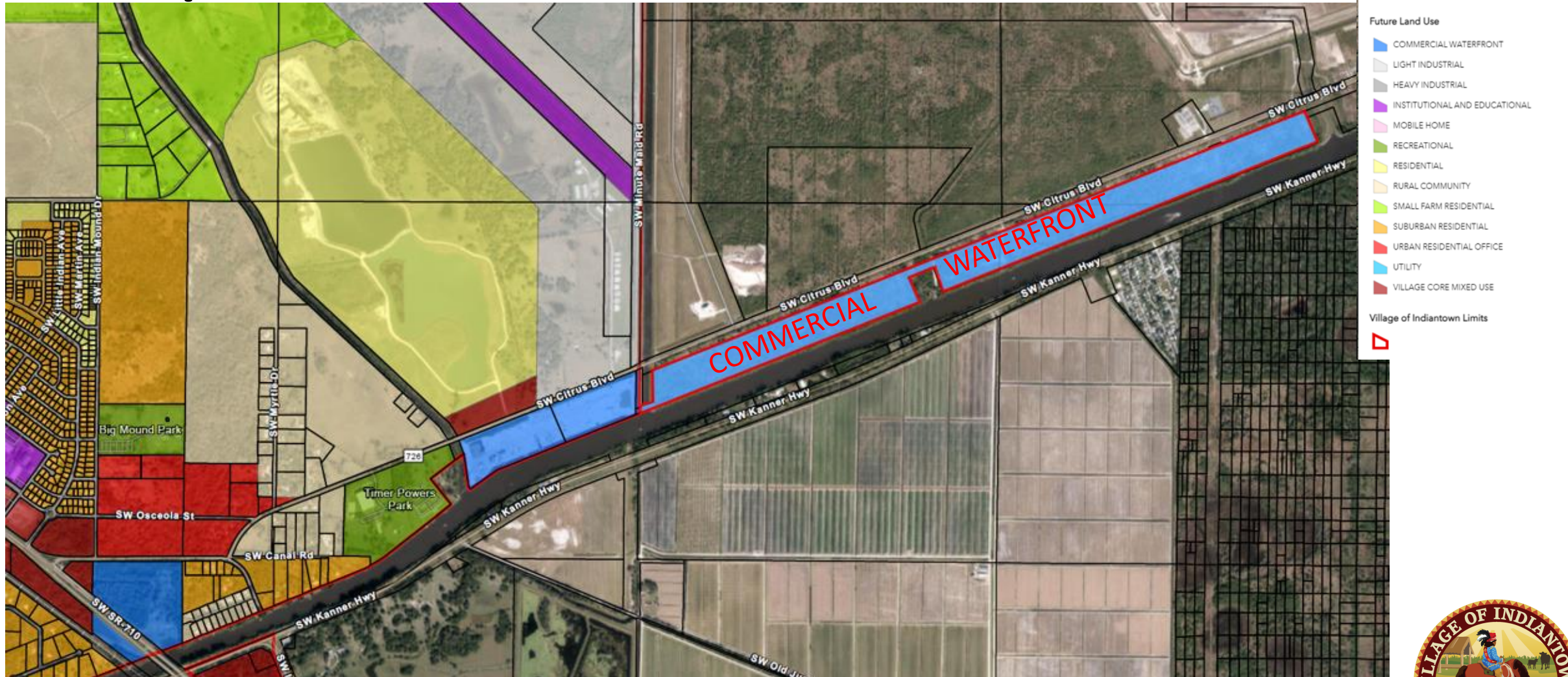
Existing Land Use – Martin County



Rural Density



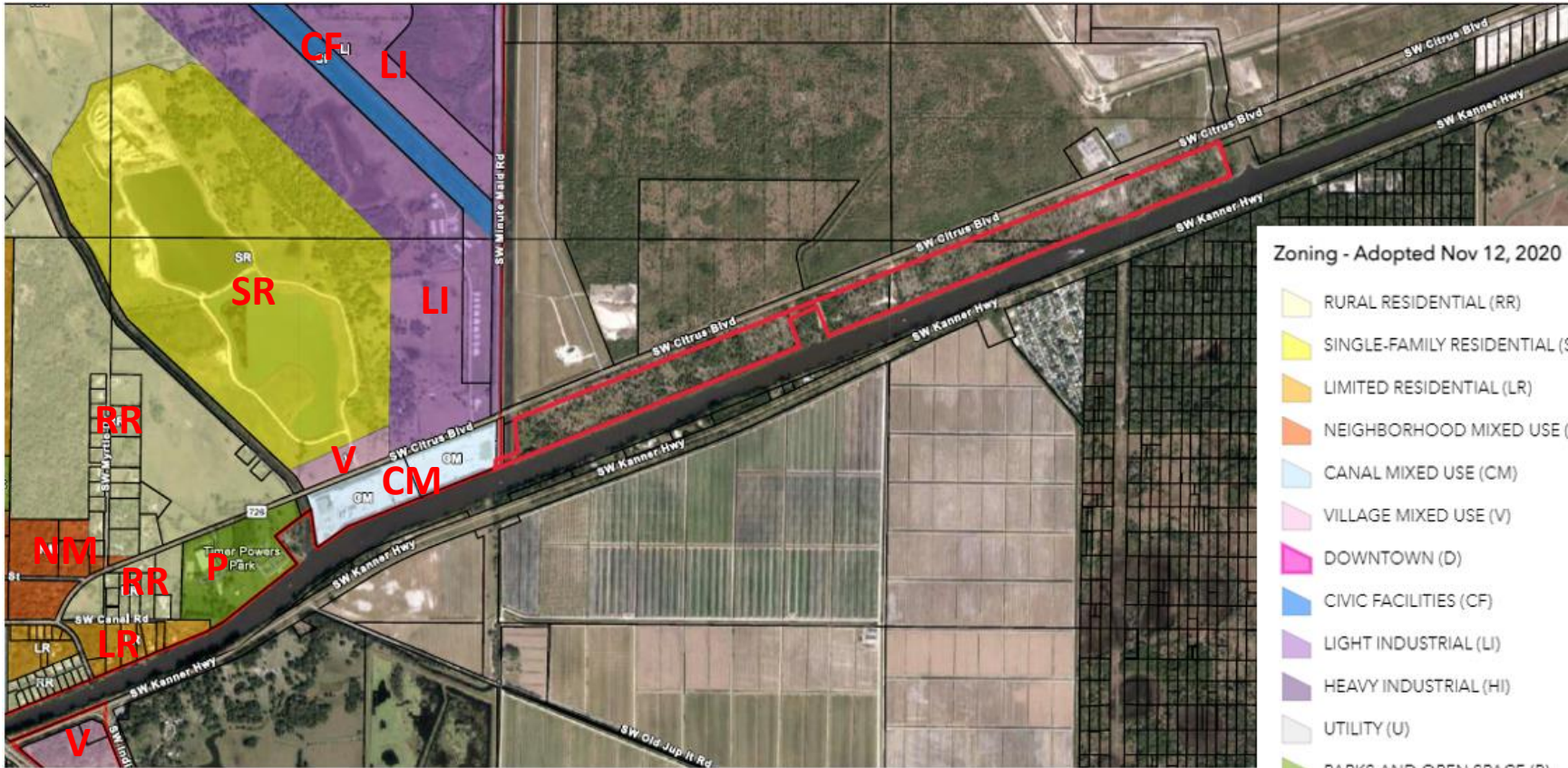
Proposed Land Use



Commercial Waterfront



Existing Zoning – Village of Indiantown



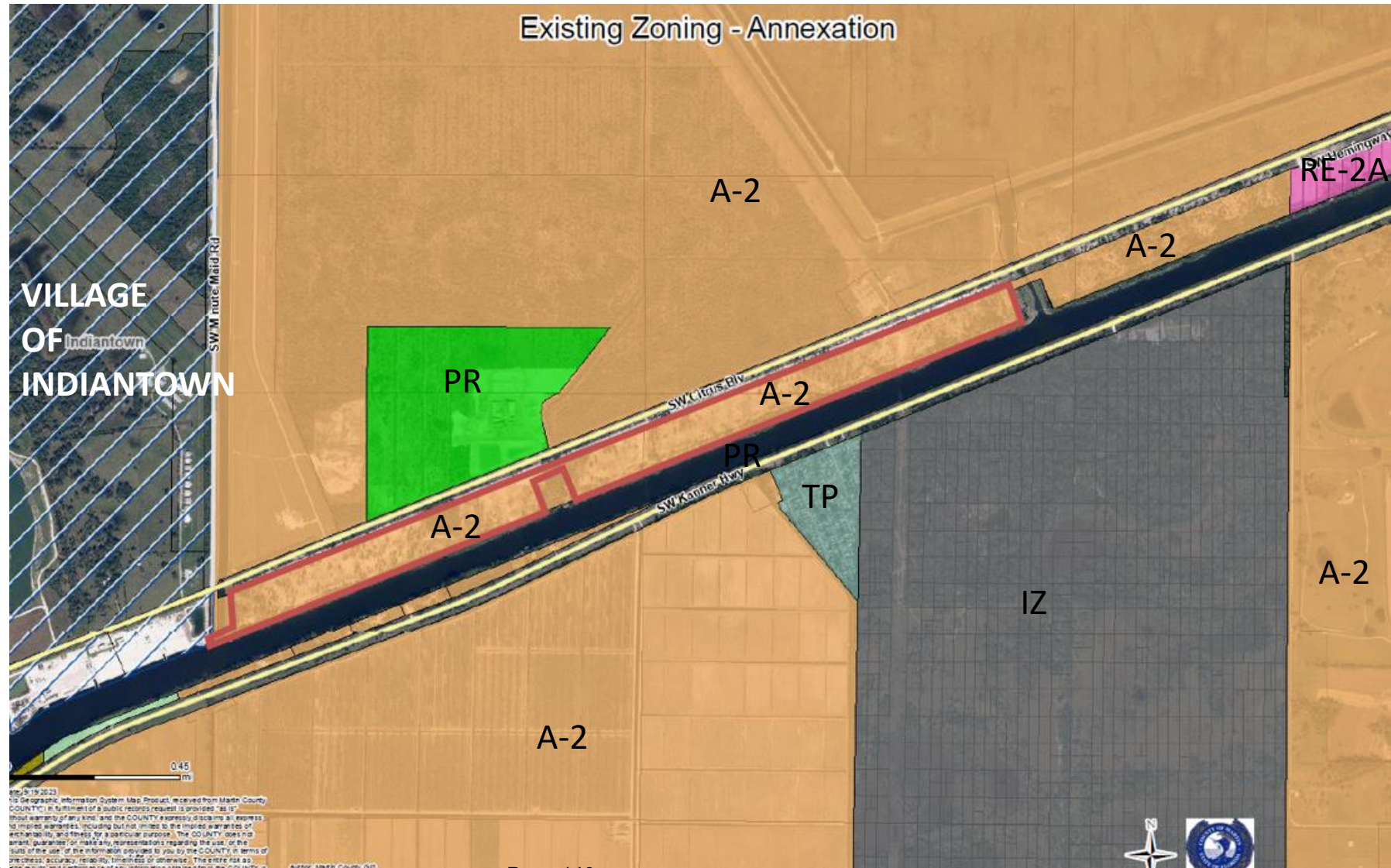
Zoning - Adopted Nov 12, 2020

- RURAL RESIDENTIAL (RR)
- SINGLE-FAMILY RESIDENTIAL (SR)
- LIMITED RESIDENTIAL (LR)
- NEIGHBORHOOD MIXED USE (NM)
- CANAL MIXED USE (CM)
- VILLAGE MIXED USE (V)
- DOWNTOWN (D)
- CIVIC FACILITIES (CF)
- LIGHT INDUSTRIAL (LI)
- HEAVY INDUSTRIAL (HI)
- UTILITY (U)
- PARKS AND OPEN SPACE (P)

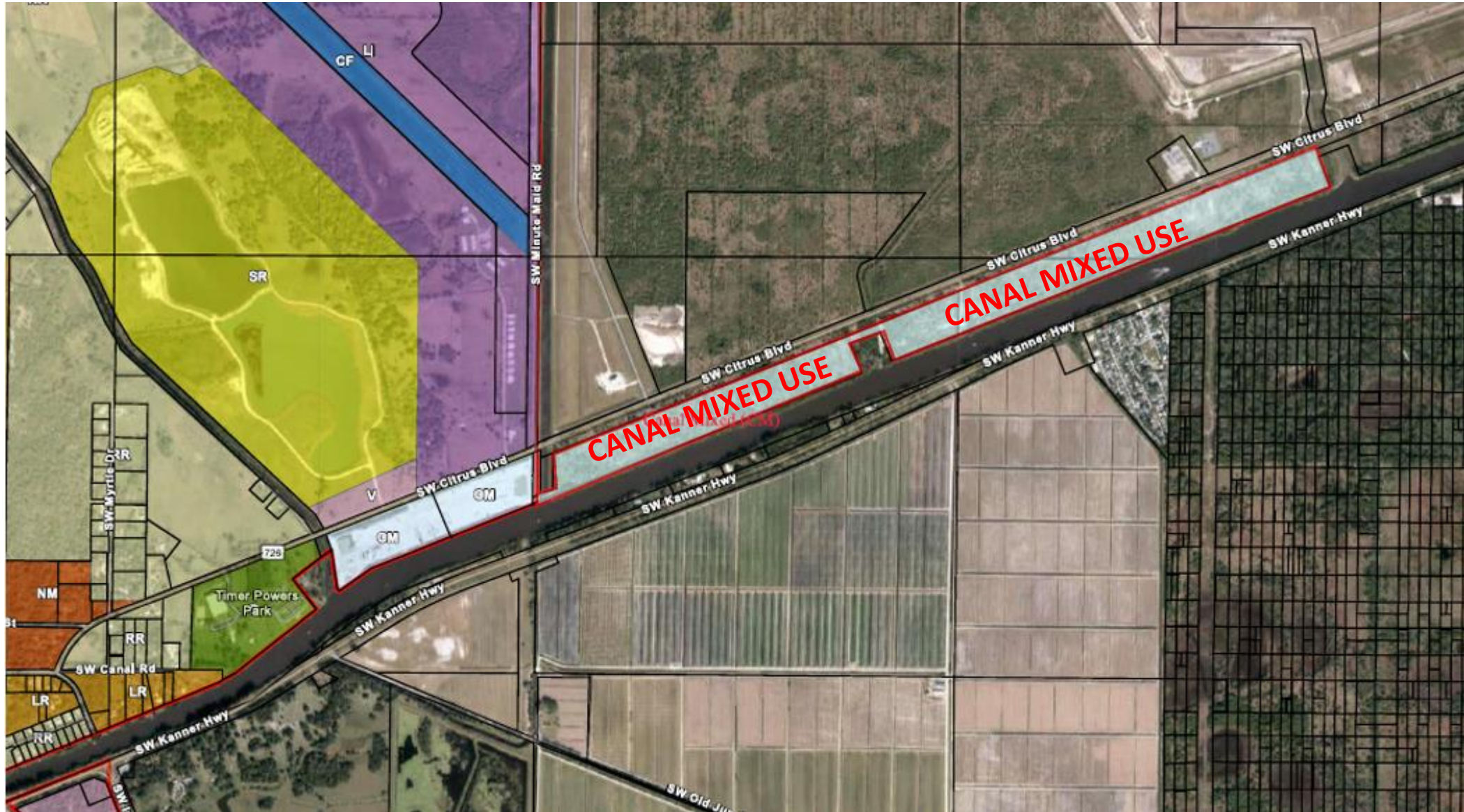
- Golden Gate Redevelopment Zoning District
- HB-1 (Limited Business)
- HB-1A (Hotel & Motel)
- HB-1AA (Hotel & Motel)
- HI (Heavy Industrial District)
- HR-1 (Single-family Residential District)
- HR-1A (Single-family Residential District)
- HR-2 (Multi-Family Residential)
- HR-2A (Multi-Family Dwelling)
- Hobe Sound Redevelopment Zoning District
- IZ - Interim Zoning



Existing Zoning – Martin County



Proposed Zoning



Municipal Boundary - Proposed

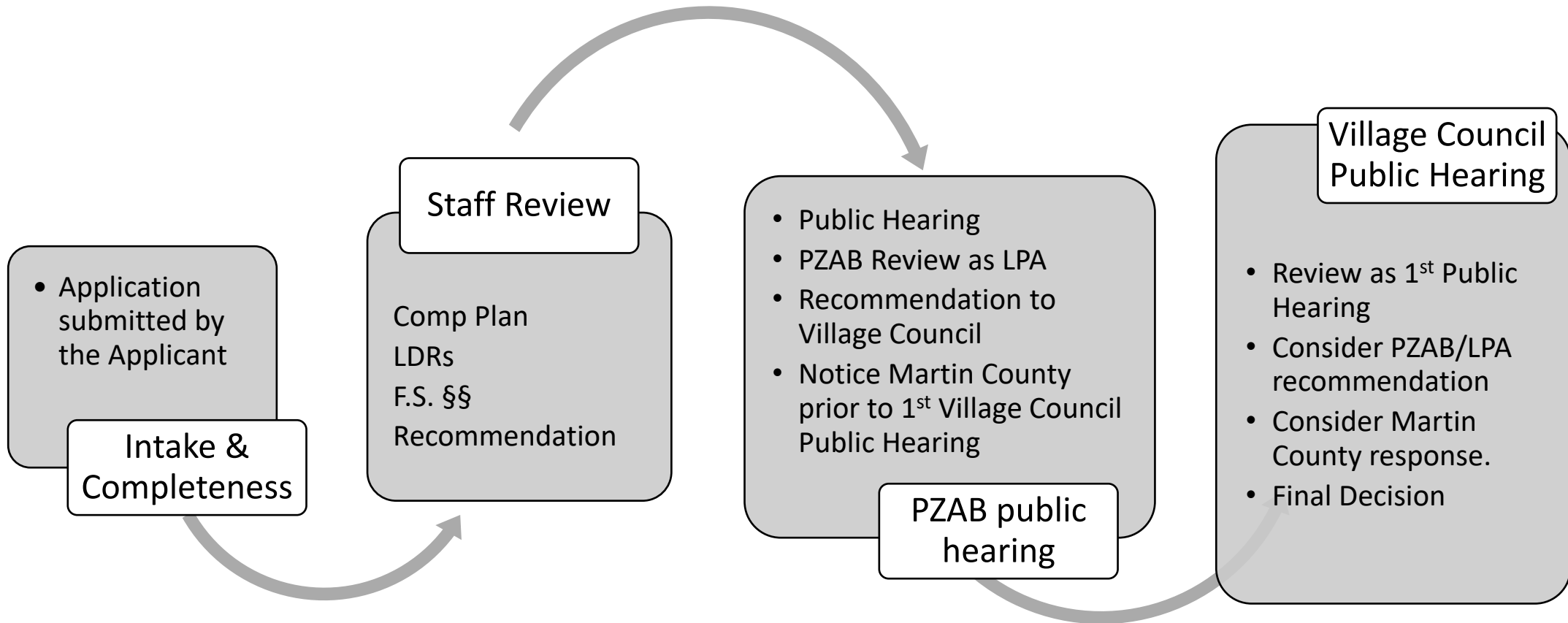




Direction	Future Land Use	Zoning	Existing Use
Site:	Rural Density	A-2	Vacant
North:	Agricultural Recreational Agricultural	A-2 PR A-2	SFWMD lands – Agricultural Indiantown Highschool FP&L
East:	Rural Density	RE-2A	Vacant lands
South:	St. Lucie Canal Commercial Waterfront Rural Density Mobile Home Agricultural	St. Lucie Canal WGC A-2 TP A-2	St. Lucie Canal St. Lucie Canal Corp, Warehouse Distribution Terminal Single family homes St Lucie Village Mobile Homes Vacant/cropland
West:	Rural Density Commercial Waterfront	A-2 Canal Mixed Use	SFWMD - Water Indiantown Marine Services



Annexation Review Process





Annexation Review & Analysis

Village Comprehensive Plan Policy IC1.1.25 & Florida State Statutes Chapter 171.044.

The request for Voluntary Annexation into the Village of Indiantown satisfies the requirements of Policy IC1.1.26 – as a property contiguous to the Village’s boundaries.

The proposed annexation offers the Village of Indiantown the opportunity to unify the community and improve the quality of life for new and existing residents.

Land Development Regulations (LDRs), and Sec. 12-3. Annexation/contraction applications and the 2023 Florida Statutes Chapter 171.044. The Applicant has satisfied the requirements of the LDR provisions and Florida State Statute Chapter 171.044.



Annexation Recommendations

Village Staff recommends approval of the Voluntary Annexation.

The PZAB recommended approval at a public hearing held March 7, 2024.

The Village Council unanimously recommended approval March 14, 2024.

The Village Council is now requested to consider the request as a second and final public hearing.



QUESTIONS?

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: March 28, 2024

MEETING TYPE: Regular Agenda

AGENDA ITEM TITLE: ORDINANCE NO. 05-2024 - AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT CONCERNING REAL PROPERTY TOTALING 4.14 ACRES IN SIZE, LOCATED EAST OF SW 168TH AVENUE, INDIANTOWN, PARCEL ID 06-40-39-001-013-00010-1, FROM LIGHT INDUSTRIAL TO UTILITY LAND USE DESIGNATION; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

SUMMARY OF ITEM: The Village of Indiantown, (“Applicant”) is seeking a recommendation of approval from the Village Council for a small-scale comprehensive plan amendment from Light Industrial to Utility land use designation pursuant to Land Development Regulation Sec. 12-4. – Comprehensive Plan text and map amendment applications and F.S. §§ 163.3184.

FISCAL IMPACT
STATEMENT: N/A

RECOMMENDATION: Village Staff recommend approval of the small-scale comprehensive plan amendment Application CPA 24-018.

The Planning, Zoning, and Appeals Board/LPA unanimously recommended approval at a public hearing held March 7, 2024.

The Village Council unanimously recommended approval at a public hearing held March 14, 2024.

The Village Council is now requested to make a final recommendation as a second public hearing.

PREPARED BY: Deanna Freeman, Community Development Director

DATE: 3/22/2024

ATTACHMENTS:

Description

PZAB Staff Report

Ordinance NO. XX-2024

Public Notice Advertisement
Mailing/ Notice Affidavit
Presentation



Village of Indiantown Planning, Zoning & Appeals Board Staff Report

<u>Application Number</u>	CPA 24-018 (Village of Indiantown Comprehensive Plan Amendment)
<u>Hearing Date</u>	March 2024
<u>Property Owner/ Applicant</u>	Village of Indiantown
<u>Applicant Representative</u>	Village of Indiantown
<u>Village Coordinator</u>	Deanna Freeman, Community & Economic Development Director
<u>Village Reviewers</u>	Deanna Freeman, Community & Economic Development Director Tom Jensen, P.E., Kimley-Horn, Inc. Patrick Nolan, Public Works & Utilities Director Wade Vose, Village Attorney
<u>Applicant Request</u>	

Application No. CPA 24-018, REQUEST FOR APPROVAL OF A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT (CPA) FOR AN APPROXIMATELY 4.14-ACRE VACANT PARCEL OF LAND LOCATED EAST OF SW 168TH AVENUE AND NORTHEAST OF THE EXISTING WASTEWATER TREATMENT PLANT, FROM LIGHT INDUSTRIAL TO UTILITY IN LAND USE DESIGNATION THE VILLAGE OF INDIANTOWN.

The Village of Indiantown is seeking a recommendation of approval from the Planning, Zoning and Appeals Board ("PZAB") for a Small-scale Comprehensive Plan Amendment (CPA) pursuant to Land Development Regulation Sec. 12-4. – Comprehensive Plan text and map amendment applications and F.S. §§ 163.3184.

degrees 51 minutes 50 seconds East along said section line, a distance of 573.86 feet to the intersection with the Westerly prolongation of the Northerly right of way line of Forest Street; thence North 89 degrees 08 minutes and 10 seconds East, along the said Northerly right of way line, a distance of 225.0 feet, to the East line of the said Railroad Spur Easement; thence North 00 degrees 51 minutes 50 seconds West, along said East line, a distance of 300 feet to the Southwest corner of said Lot 1 Block 14; thence South 68 degrees 53 minutes 17 seconds East, along the Southerly line of said Lots 1 and 2, Block 14, a distance of 130.66 feet, to the Southeast corner of said Lot 2; thence North 21 degrees 32 minutes 16 seconds East, along the Easterly boundary of said Lot 2, a distance of 206.84 feet to the intersection with the Southerly right of way line of said Gateway Avenue; thence North 35 degrees 46 minutes 20 seconds East, a distance of 30.00 feet to the centerline of said Gateway Avenue; thence North 54 degrees 13 minutes 40 seconds West, along said centerline, a distance of 27.46 feet; thence North 35 degrees 46 minutes 20 seconds East, a distance of 30.00 feet to the Northerly right of way line of said Gateway Avenue; thence North 54 degrees 13 minutes 40 seconds West, along said right of way line, a distance of 34.46 feet to the beginning of the curve concave to the Southwest, having a radius of 235.00 feet; thence departing said Northerly right of way line, Northwesterly and Westerly along the arc of said curve a distance of 150.26 feet through a central angle of 36 degrees 38 minutes 09 seconds; thence South 89 degrees 08 minutes 10 seconds West, a distance of 270.88 feet to the Point of Beginning.

Background: This request requires review and recommendation by the Development Review Colleagues (DRC), a recommendation by the PZAB as a public hearing, and the review and decision making by the Village Council at two separate public hearings ahead of signed and recording the Ordinance.

Subject Property Parcel Size: 4.14-acres +/-

Parcel Ownership: The Village of Indiantown owns the property.

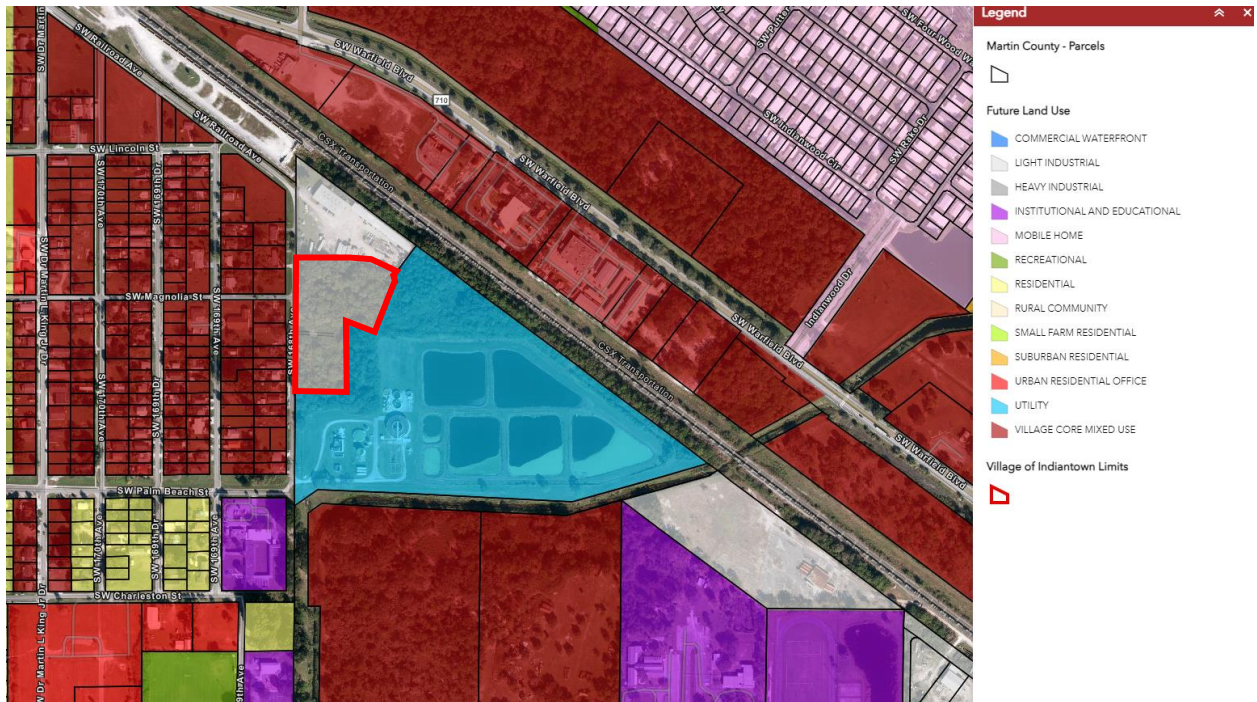
Current Use: The property is vacant, with no building structures, improved roads or other developed features located on the site. The existing WWTP buildings and operations abut the south and southeastern boundaries of the subject property on a 24.96-acre parcel.

Future Land Use & Zoning

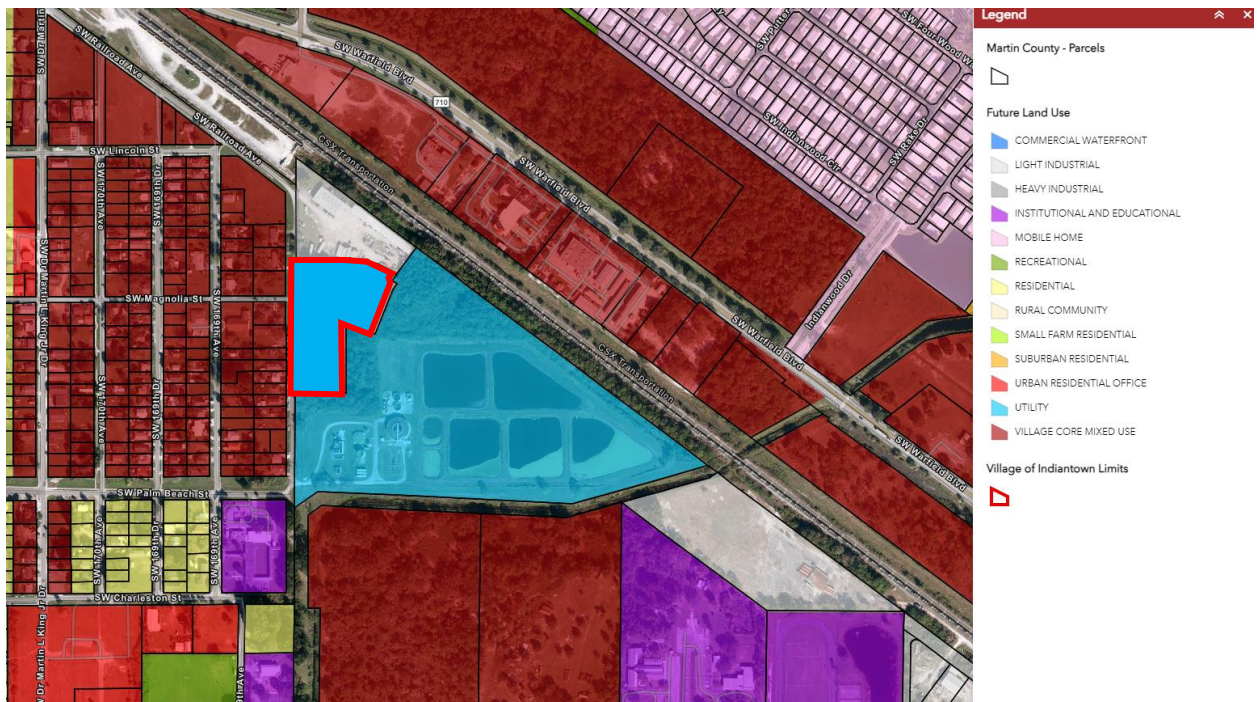
The subject property has Light Industrial Future Land Use designation and zoning district designations. The Applicant requires

The Applicant is requesting a Small-Scale future land use amendment to Utility, consistent with the larger 24.96-acre parcel owned and operated by the Village as the WWTP, consistent with property west of the subject property. A request to change the zoning from LI, Light Industrial to Utility zoning district is consistent with the concurrent proposal to amend the future land use map.

Current Future Land Use Map:



Proposed Future Land Use Map:



Staff Analysis

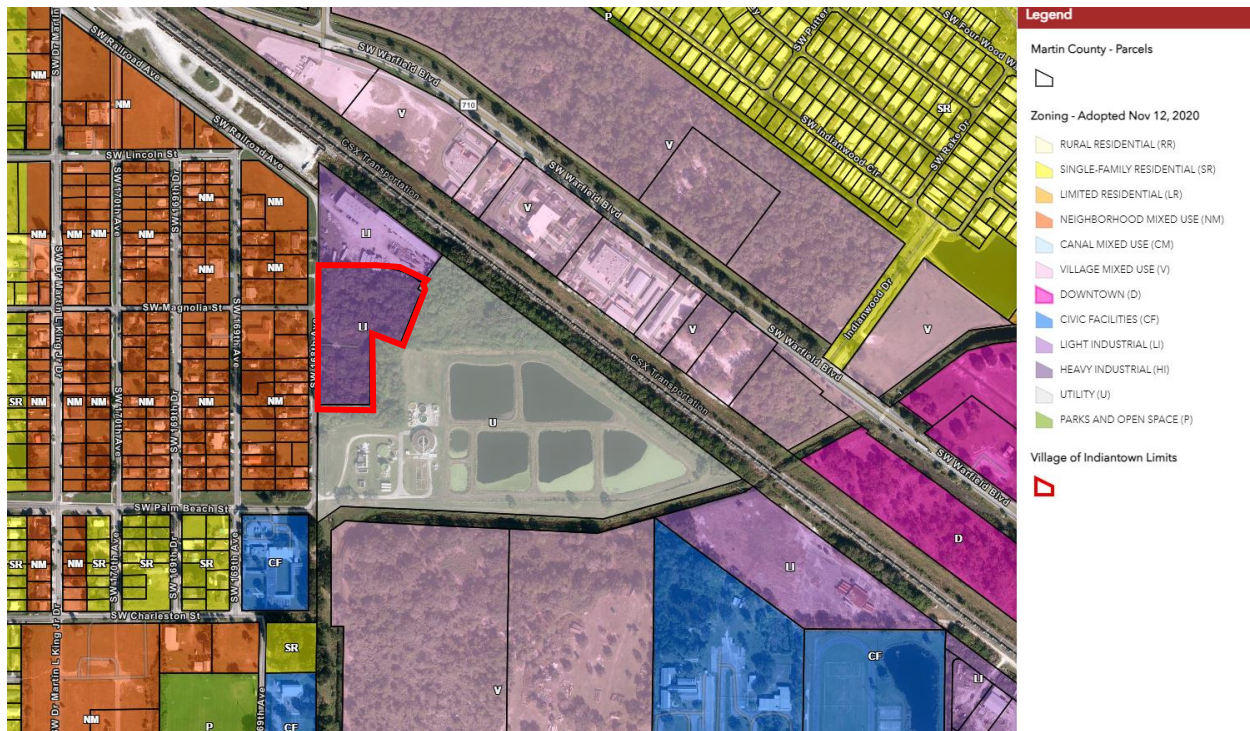
Surrounding Land Use, Zoning & Existing Use:

An overview of established development patterns within proximity to the subject property includes lands immediately

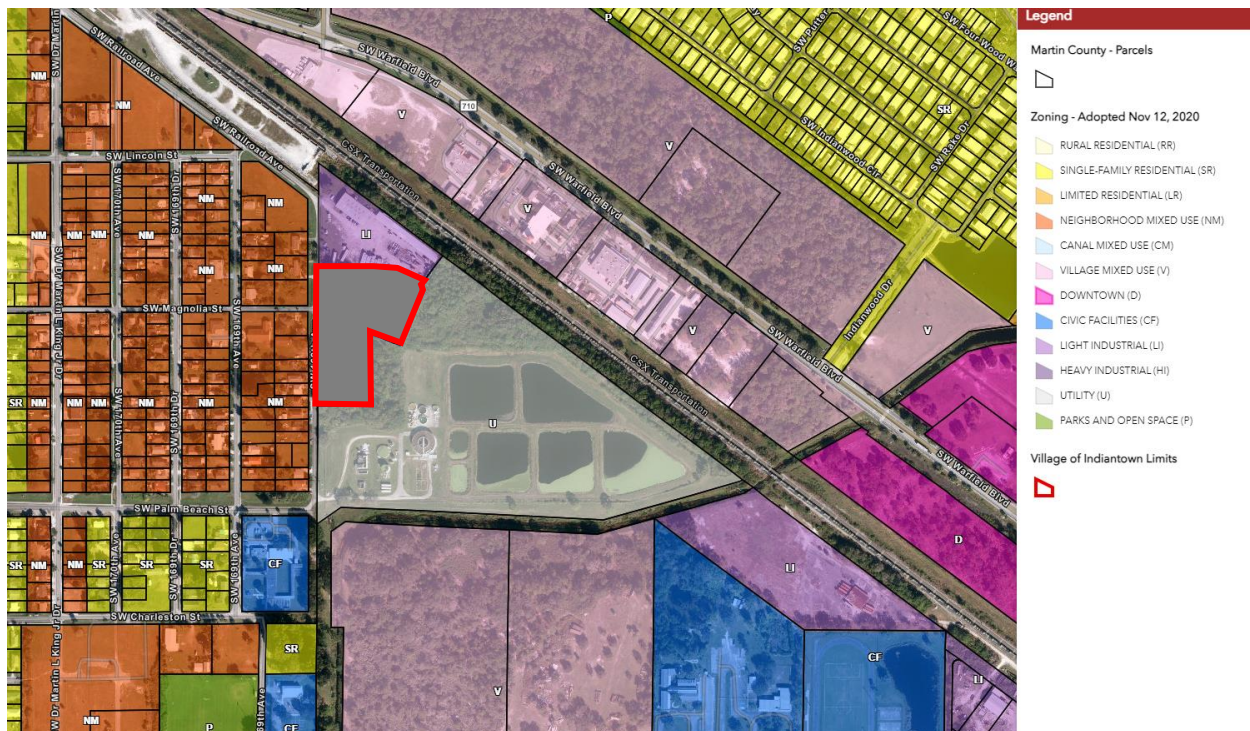
The following table provides a more detailed breakdown of existing use, land use and zoning of properties within proximity to the subject property.

Direction	Future Land Use	Zoning	Existing Use
Site:	Light Industrial	Light Industrial	Vacant part of WWTP
North:	Light Industrial	Light Industrial	Industrial & Warehouse Uses
East	Utility	Utility	WWTP Village of Indiantown
South:	Utility	Utility	WWTP Village of Indiantown
West:	SW 168 th Avenue Village Core Mixed Use	SW 168 th Avenue Neighborhood Mixed Use	SW 168 th Avenue Single family residential units & vacant lots

Current Zoning:



Proposed Zoning:



Public services and facilities will be available to serve the needs of the subject property.

Environmental Considerations

The property has no wetlands or surface waters identified within the boundary limits of the subject property. Any future development on the subject property will require environmental review by the Village and third-party reviewers, as applicable, to address retention of existing vegetation on site and/or mitigation of any natural upland habitat, or removal of exotic and invasive plant species.

Approval Evaluation Criteria

This application was reviewed for compliance with the Village Land Development Regulations (LDRs). Submittal requirements for a Comprehensive Plan map amendment are included in Sec. 12-4. (3). The Applicant has satisfied the requirements of the LDR provisions. Pursuant to Sec. 12-4. – Comprehensive Plan text and map amendments and subsection (4) Procedure and Florida State Statute F.S. §§ 163.3184 as a Large-scale comprehensive plan amendment.

Why is the proposed change to the FLUM needed?

The subject property has a Future Land Use and zoning district designation of Light Industrial. A Small-Scale future land use amendment is requested to provide consistency with the remainder of the existing WWTP designations as Utility.

Analysis & Review of Comprehensive Plan Policies

Comprehensive Plan OBJECTIVE L1.1 PLANNING LAND FOR THE VILLAGE VISION

The Village of Indiantown Comprehensive Plan shall protect and enhance the quality of life and include policies to capitalize on existing infrastructure, discourage a sprawl development pattern and provide educational, cultural, recreational, commercial, industrial and employment opportunities for the citizens.

Staff Review & Analysis: The request has been reviewed by staff against the Comprehensive Plan Policy L1.2.3 Discourage Urban Sprawl Through Amendments with detailed responses to address each of the discouragement of the proliferation of urban sprawl through amendments.

Regarding protecting and enhancing the quality of life, the request to amend the future land use to Utility will provide consistency regarding land use designations on the larger abutting parcel owned and operated by the Village of Indiantown as the WWTP.

Comprehensive Plan Policy L1.2.2 - Future Land Use Mapping Compatibility with Surrounding Lands *The adopted Future Land Use Map and any amendments will be appropriate to the location, access, and surrounding land use.*

Staff Review & Analysis: Surrounding lands uses consist of the Village WWTP to the south and southeast, light industrial uses and the CSX railroad to the north and east, and residential uses to the west, west of SW 168th Avenue.

Comprehensive Plan Policy L1.2.5 Development Orders and Level of Service

Before a development order or permit is issued, the Village of Indiantown shall seek to ensure that the adopted level of service standards for the affected public facilities will be maintained in accordance with the established concurrency management system defined in the Comprehensive Plan and Land Development Regulations.

Staff Review & Analysis: Levels of service and an adequate public facilities reservation will be required as part of any development.

Section 163.3177(6)(a)9., Florida Statutes, states the future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl. The primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl are listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality in order to determine whether the plan or plan amendment:

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

Staff Review & Analysis: No. The request to amend the future land use to Utility is consistent with the existing WWTP and uses permitted in accordance with the proposed concurrent zoning.

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

Staff Review & Analysis: No. The subject property is located within the municipal boundary of the Village of Indiantown where urban services are available within proximity to the site.

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

Staff Review & Analysis: No. The location of the subject property offers a continuation of established development patterns on the WWTP located to the south and east of the subject property, also owned by the Village.

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

Staff Review & Analysis: No. The proposed land use amendment will not impact any wetlands or environmentally sensitive areas, lakes, rivers, shorelines, beaches, bays estuarine systems or other nature systems. The subject site is also not located within a well-field projection zone.

(V) *Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.*

Staff Review & Analysis: No. There are no agricultural lands or activities located in proximity to the subject property.

(VI) *Fails to maximize use of existing public facilities and services.*

Staff Review & Analysis: No. Development of the site would utilize existing available facilities and services within the Village of Indiantown.

(VII) *Fails to maximize use of future public facilities and services.*

Staff Review & Analysis: No. The site is within the Village of Indiantown where public facilities and services are available.

(VIII) *Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.*

Staff Review & Analysis: No. The subject property would accommodate future development located within proximity to existing services including roads, stormwater management, law enforcement, education, healthcare, fire and emergency response and general governmental services.

(IX) *Fails to provide a clear separation between rural and urban uses.*

Staff Review & Analysis: No. The subject property is located within the Village of Indiantown with no rural areas abutting or adjacent to the existing WWTP and vacant parcel.

(X) *Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.*

Staff Review & Analysis: No. The property is within the Village of Indiantown boundary.

(XI) *Fails to encourage a functional mix of uses.*

Staff Review & Analysis: No. Development of the subject property would be in accordance with the Utility land use and zoning district designations. Allowable uses in such designations are applicable to a Utility related operation.

(XII) *Results in poor accessibility among linked or related land uses.*

Staff Review & Analysis: No. Approval of the requested land use to Utility strengthens accessibility with linked and related land uses to the immediate south and east of the subject property. The surrounding road network and development pattern will not change accessibility.

(XIII) Results in the loss of significant amounts of functional open space.

Staff Review & Analysis: No. The subject property is vacant and is not classified as functional open space.

Staff analysis finds this amendment discourages the proliferation of urban sprawl under all the criteria listed above.

Florida Statutes and Comprehensive Plan Policy L1.2.3 Discourage Urban Sprawl Through Amendments requires that The future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

Staff Review & Analysis: Natural resources and ecosystems will not be negatively impacted due to this site. A land use amendment to Utility accommodates opportunities for utility related uses within the Village of Indiantown. Further expanding on the established development patterns and use to the immediate east and south of the subject property. Any development on the subject property will require site plan approval by the Village and further review and approval by third parties including SFWMD and FDEP to ensure protection of adjacent natural resources and ecosystems.

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

Staff Review & Analysis: The subject property is located within the Village of Indiantown where provision of public infrastructure and services is established within the Village.

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

Staff Review & Analysis: Accommodating a future land use map amendment to Utility may accommodate Utility related uses in an area of the Village well served by existing roadways, and the established development patterns within the Village of Indiantown.

(IV) Promotes conservation of water and energy.

Staff Review & Analysis: A land use amendment to Utility provides consistency regarding utility related provisions available to serve the Village of Indiantown, providing potential to maintain and expand existing utility facilities.

(V) Preserves agricultural areas and activities, including silviculture (the growing and cultivation of trees), and dormant, unique, and prime farmlands and soils.

Staff Review & Analysis: The subject property is vacant and does consist of any prime farmlands or agricultural activities.

(VI) Preserves open space and natural lands and provides for public open space and recreation needs.

Staff Review & Analysis: The subject property is not designated as lands to be retained to accommodate open space and natural lands.

(VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

Staff Review & Analysis: The proposed Land Use Map amendment offers an opportunity to apply a consistent land use designation with that already afforded to the existing WWTP.

(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments.

Staff Review & Analysis: Not applicable.

Policy L3.2.1 Future Land Use Map Amendments

The Future Land Use Map and any amendments to the Future Land Use Map shall be evaluated based upon the provision of urban services that are coordinated by Village of Indiantown to assure the natural resources are maintained, natural systems are not degraded, and that the fiscal health of the Village is maintained. This shall be accomplished by a planned, timed, and cost-effective capital improvement program.

Staff Review & Analysis: The subject property is located within the Village of Indiantown, as an established urban area with services available.

Policy L6.1.9 Utility Future Land Use

The Utility Future Land Use category seeks to ensure the availability of land for services such as water and sewer plants, electrical power plants and associated ancillary uses are adequate to meet the current and future needs.

Density and Intensity: The maximum Floor Area Ratio (FAR) for the Utility Future Land Use is 3.0. Development intensity may be further limited according to the absence or presence of central water and sewer service, roadway capacity, and environmental limitations.

Location: Most of the Utility Future Land Use is comprised of power generation which is located in the western portion of Indiantown.

Staff Review & Analysis: The above Comprehensive Plan Policy is the Applicants requested future land use designation. Accommodating the request to amend the future land use to Utility is considered a suitable as it affords the Village the opportunity to apply consistent policy requirements to the entire WWTP, include the vacant parcel the subject of this request for existing utility services and associated ancillary uses to meet current and future needs of the Village.

Staff Recommendation

Village Staff recommends approval of the Small-Scale Comprehensive Plan amendment. A recommendation is required from the PZAB, ahead of consideration before the Village Council as two separate public hearings in accordance with the 2023 Florida Statutes [ss.163.3187](#), and LDR Sec. 12-4. Comprehensive Plan text and map amendments.

Attachments

Attachment A – Draft Ordinance with Legal Description.
Attachment B – Public Notice Ad.

VILLAGE OF INDIANTOWN, FLORIDA

ORDINANCE NO. 05-2024

AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT CONCERNING REAL PROPERTY TOTALING 4.14 ACRES IN SIZE, LOCATED EAST OF SW 168TH AVENUE, INDIANTOWN, PARCEL ID 06-40-39-001-013-00010-1, FROM LIGHT INDUSTRIAL TO UTILITY LAND USE DESIGNATION; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Village of Indiantown, owner of the property described and depicted in Exhibit “A” and Exhibit “B” attached hereto (“Subject Property”), has petitioned the Village of Indiantown for a small scale comprehensive plan future land use map amendment pursuant to Section 163.3187, Florida Statutes, concerning the Subject Property from the current Light Industrial land use designation to the Utility land use designation; and

WHEREAS, Village planning staff has reviewed and recommended approval of the proposed comprehensive plan amendment to the Planning, Zoning & Appeals Board and Village Council; and

WHEREAS, Village planning staff’s report concerning the proposed comprehensive plan amendment, related agenda memoranda and materials, and the application for the proposed comprehensive plan amendment, are hereby adopted and incorporated herein; and

WHEREAS, the Planning, Zoning & Appeals Board held a duly advertised public hearing on March 7, 2024, to consider the proposed comprehensive plan amendment, and thereafter recommended approval of the proposed comprehensive plan amendment to the Village Council; and

WHEREAS, the Village Council has conducted duly advertised public hearings concerning the proposed comprehensive plan amendment relating to the Subject Property; and

WHEREAS, the Village Council finds that the Village has complied with all the requirements of applicable law, including the Village Land Development Regulations and the Village Comprehensive Plan, and that the adoption of the proposed comprehensive plan amendment is in the best interests of the health, peace, safety, and general welfare of the residents, businesses, and property owners of the Village of Indiantown.

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

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

SECTION 2. AMENDMENT OF OFFICIAL FUTURE LAND USE MAP. The Subject Property is hereby redesignated from the Light Industrial land use designation to the Utility land use designation, and the Future Land Use Map of the Village of Indiantown Comprehensive Plan is hereby amended to reflect such redesignation.

SECTION 3. SEVERABILITY. The provisions of this Ordinance are deemed severable. In the event that any word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance is for any reason whatsoever held to be invalid, illegal, unconstitutional, contrary to law, or against public policy, by any court, administrative agency, or other body with competent jurisdiction, such word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this Ordinance, and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sub-sub-sections, sub-sections, or sections of this Ordinance, which shall remain in full force and effect. This Ordinance shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this Ordinance as expressed herein.

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

SECTION 5. CODIFICATION. This Ordinance shall not be codified in the Village of Indiantown Code of Ordinances or Land Development Regulations, but the comprehensive plan amendment effectuated herein shall be depicted and memorialized on the Future Land Use Map of the Village of Indiantown Comprehensive Plan.

SECTION 6. EFFECTIVE DATE. The small scale comprehensive plan amendment set forth herein shall not become effective, in accordance with Section 163.3187(5)(c), Florida Statutes, until 31 days after the adoption of this Ordinance. If challenged within 30 days after adoption, the small scale amendment set forth in this Ordinance shall not become effective until the State land planning agency or the Administration Commission, respectively, issues a final order determining that the subject small scale amendment is in compliance with controlling State law.

PASSED on first reading on the _____ day of _____, 20____.

ADOPTED on second reading on the _____ day of _____, 20____.

ATTEST:

Village of Indiantown, Florida

LaRhonda McBride
Village Clerk

Susan Gibbs Thomas
Mayor

REVIEWED FOR FORM
AND CORRECTNESS:

Wade C. Vose, Esq.
Village Attorney

Exhibit "A"

Legal Description

Parcel 6: (Fee Simple Estate) 06-40-39-001-013-00010-1

Being a parcel of land lying in Section 6, Township 40 South, Range 39 East, Martin County, Florida and being a portion of Lot 1 and all of Lots 2, 3, 4, 5 and 6, Block 13; a portion of Lot 1 and all of Lot 2, Block 14; a portion of Wood Street right of way; a portion of Gateway Avenue right of way; and a portion of the Railroad Spur Easement lying between said Blocks 13 and 14, all according to the map of the unrecorded plat of Indiantown Industrial Park as attached to Warranty Deed recorded in O.R. Book 332, Page 2234, Public Records of Martin County, Florida, and being more particularly described as follows:

Commence at the point of intersection of the West line of said Section 6 and the North right of way line of the Seaboard Railroad; thence South 00 degrees 50 minutes and 50 seconds east, along the said West line of Section 6, a distance of 440.00 feet to the Point of Beginning of the following described property; thence continue South 00 degrees 51 minutes 50 seconds East along said section line, a distance of 573.86 feet to the intersection with the Westerly prolongation of the Northerly right of way line of Forest Street; thence North 89 degrees 08 minutes and 10 seconds East, along the said Northerly right of way line, a distance of 225.0 feet, to the East line of the said Railroad Spur Easement; thence North 00 degrees 51 minutes 50 seconds West, along said East line, a distance of 300 feet to the Southwest corner of said Lot 1 Block 14; thence South 68 degrees 53 minutes 17 seconds East, along the Southerly line of said Lots 1 and 2, Block 14, a distance of 130.66 feet, to the Southeast corner of said Lot 2; thence North 21 degrees 32 minutes 16 seconds East, along the Easterly boundary of said Lot 2, a distance of 206.84 feet to the intersection with the Southerly right of way line of said Gateway Avenue; thence North 35 degrees 46 minutes 20 seconds East, a distance of 30.00 feet to the centerline of said Gateway Avenue; thence North 54 degrees 13 minutes 40 seconds West, along said centerline, a distance of 27.46 feet; thence North 35 degrees 46 minutes 20 seconds East, a distance of 30.00 feet to the Northerly right of way line of said Gateway Avenue; thence North 54 degrees 13 minutes 40 seconds West, along said right of way line, a distance of 34.46 feet to the beginning of the curve concave to the Southwest, having a radius of 235.00 feet; thence departing said Northerly right of way line, Northwesterly and Westerly along the arc of said curve a distance of 150.26 feet through a central angle of 36 degrees 38 minutes 09 seconds; thence South 89 degrees 08 minutes 10 seconds West, a distance of 270.88 feet to the Point of Beginning.

Exhibit "B"

Subject Property



NOTICE OF FUTURE LAND USE CHANGE AND ZONING CHANGE

The Village Council of the Village of Indiantown, Florida, proposes to adopt the following ordinances:

ORDINANCE NO. 05-2024; AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT CONCERNING REAL PROPERTY TOTALING 4.14 ACRES IN SIZE, LOCATED EAST OF SW 168TH AVENUE, INDIANTOWN, PARCEL ID 06-40-39-001-013-00010-1, FROM LIGHT INDUSTRIAL TO UTILITY LAND USE DESIGNATION; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

ORDINANCE NO. 06-2024; AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING 4.14 ACRES IN SIZE, LOCATED EAST OF SW 168TH AVENUE, INDIANTOWN, PARCEL ID 06-40-39-001-013-00010-1, FROM LIGHT INDUSTRIAL (LI) ZONING DISTRICT TO UTILITY (U) ZONING DISTRICT; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

A public hearing on the ordinances will be held on Thursday, March 28, 2024, at 6:30 p.m., or as soon after as the items may be heard, in the Village Council Chambers, 15516 SW Osceola Street, Suite C, Indiantown, Florida 34956.



All interested parties are invited to attend and be heard. Written comments may be submitted to Deanna Freeman, CED Director, P.O. Box 398, Indiantown, FL 34956. Copies of all documents pertaining to the proposed request are available in the Community & Economic Development Department, located at Village Hall, 15516 SW Osceola Street, Ste. B, Indiantown, Florida 34956, weekdays between the hours of 8:00 a.m. and 5:00 p.m.

Please be advised that anyone choosing to appeal any decision with respect to any matter discussed by the Village Council or any Board, Committee or Agency thereof will need a record of the proceedings; and may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. All appeals must be filed in accordance with the applicable provisions of the Village of Indiantown Land Development Code.

Pursuant to the provisions of the Americans With Disabilities Act, any person requiring special accommodations to participate in this hearing, because of a disability or physical impairment, should contact the Village Clerk's Office at (772) 597-8294 at least three (3) business days prior to the Hearing. Persons using a TDD device, please call 711 Florida Relay Services for assistance.

LaRhonda McBride,

Village Clerk

March 28, 2024
Published: March 21, 2024.

NOTICE

PUBLIC MEETING OF THE VILLAGE OF INDIANTOWN

VILLAGE COUNCIL PUBLIC HEARING: March 28, 2024 – 6:30 PM

LOCATION: COUNCIL CHAMBER, 15516 SW Osceola Street, Suite C, Indiantown, FL 34956

CASE #'s:	CPA-24-018, RZ-24-019
CASE NAME:	Village of Indiantown Small-Scale Comprehensive Plan Amendment & Rezoning
CASE TYPE:	Assign Village Land Use and Zoning Designations
APPLICANT:	Village of Indiantown
PROPERTY LOCATION:	Generally located East of SW 168 th Avenue, and Northeast of the existing Village Wastewater Treatment Plan and CSX railroad. Parcel: 06-40-39-001-013-00010-1
REQUEST:	This is a Small- Scale Comprehensive Plan Amendment to the Future Land Use Map Amendment from Light Industrial Land Use Designation to Utility Land Use Designation, and a request to Rezone from Light Industrial Zoning District to Utility Zoning District.

THIS NOTICE HAS BEEN SENT AS A COURTESY TO THE OWNERS/RESIDENTS OF PROPERTY LOCATED WITHIN 300 FEET OF THE PROPERTY IDENTIFIED IN THIS NOTICE.



Interested parties may appear and be heard at the meeting regarding this public hearing. Information regarding the proposed request may be inspected by the public at: Village of Indiantown Community & Economic Development Department, 15516 SW Osceola Street, Suite B, Indiantown, FL 34956.

.....

**FOR QUESTIONS CONCERNING THIS PETITION, PLEASE CONTACT:
Deanna Freeman 772-485-7095, COMMUNITY DEVELOPMENT DEPARTMENT**

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COUNCIL/BOARD, WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING/MEETING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND THAT, FOR THIS PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED, AND WHICH RECORD IS NOT PROVIDED BY THE VILLAGE OF INDIANTOWN. (FS 286.0105)

IN ACCORDANCE WITH THE "AMERICANS WITH DISABILITIES ACT", PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS MAY CONTACT THE CLERK OF THE COUNCIL/BOARD (LISTED BELOW) THREE (3) DAYS PRIOR TO THE MEETING. (FS 286.26)
LaRhonda McBride/Phone: 772-597- 8294
Village of Indiantown/City Clerk/15516 SW Osceola Street, Suite B, Indiantown, FL 34956



MAILING/POSTING PUBLIC NOTICE AFFIDAVIT

Application No. (s) CPA-24-018 and RZ-24-019

Date of Planning, Zoning, and Appeals Board / Village Council Meeting: March 28, 2024

Mailing Date: No less than 10 Days prior to the Public Hearing/Meeting: March 18, 2024

In accordance with the requirements of Section 12-2 – General Requirements for Applications, of the Village of Indiantown, Florida, I Lucia Mendoza hereby certify that I have posted or caused to be posted zoning change notification sign(s) on the property subject to zoning change, in accordance with the attached exhibit. Posting of said sign(s) was accomplished on March 18, 2024.

The sign(s) meet the criteria in Section 12-2 and was placed on SW 168th Ave.
Two signs, one North and one South of site.

Posted notice.

1. A sign shall be prepared and posted on the subject property by the Village setting forth a notice of public hearing at least five business days before the Village Council meeting in which the item is scheduled to be heard. This notice shall remain posted on the subject property through the date of the public hearing and shall be removed within five business days following the Village Council's approval or denial of the application, or upon the application's withdrawal.

2. Posted notice shall be in a manner established by the Director.

Courtesy mailed notice.

1. The applicant shall be responsible for mailing notice of hearing to property owners of record within a 300-foot radius of the subject property scheduled for a public hearing before the Village Council. The failure to receive such courtesy notice shall not affect any action or proceedings taken by the Village Council.

2. The current ad valorem tax rolls of Martin County shall be used to mail required notice to owners of neighboring property.

I further certify that this affidavit was filed with the Community and Economic Development Department of the Village of Indiantown on March 18, 2024, a date no later than the 7th day before the Public Hearing/Meeting.

15516 SW Osceola St. Indiantown, FL 34956
772-597-9900 • www.indiantownfl.gov

I understand that I am required to remove said sign(s) within five business days of the public hearing regarding the application.

Executed this the 18th day of March, 20 24.

Lucia Mendoza / Planning Assistant
Signature of Applicant or Authorized Agent

STATE OF FLORIDA:

COUNTY OF:

BEFORE ME, a Notary Public, on this day personally appeared Lucia Mendoza (Print Applicant's/Authorized Agent's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the applicant or authorized agent for the purposes of this affidavit; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 18 day of March, 20 24.

Notary Public in and for the State of Florida



STAFF USE:

Date/Time submitted: 3/18/24 @ 4:11pm Verified by: R Archibald

PLEASE NOTE: Failure to post the notification sign(s) on the property on or before the 10th day prior to the public hearing will result in the postponement of consideration of the application.

Attachments: 1 Close-up Photo of Posted Notice
1 Distant Photo Showing Location of Notice (i.e. from nearest road)

15516 SW Osceola St. Indiantown, FL 34956
772-597-9900 • www.indiantownfl.gov





Village of Indiantown

Small-Scale Comprehensive Plan Amendment

No. CPA 24-018

Village of Indiantown, Florida

Village Council Meeting 3-28-2024

Applicant Request

A request for approval of small-scale comprehensive plan amendment for the 4.14-acre subject property from Light Industrial land use designation to Utility land use designation.

The Village of Indiantown is the applicant and owner of the subject property, with the Wastewater Treatment Plant operating on the larger 24.96-acre parcel.





Property Location

Location: East of SW 168th Avenue, and northeast of the existing Village Wastewater Treatment Plan (WWTP) and CSX railroad.

PCN: 06-40-39-001-013-00010-1

Acreage: 4.14-acres



Existing Land Use



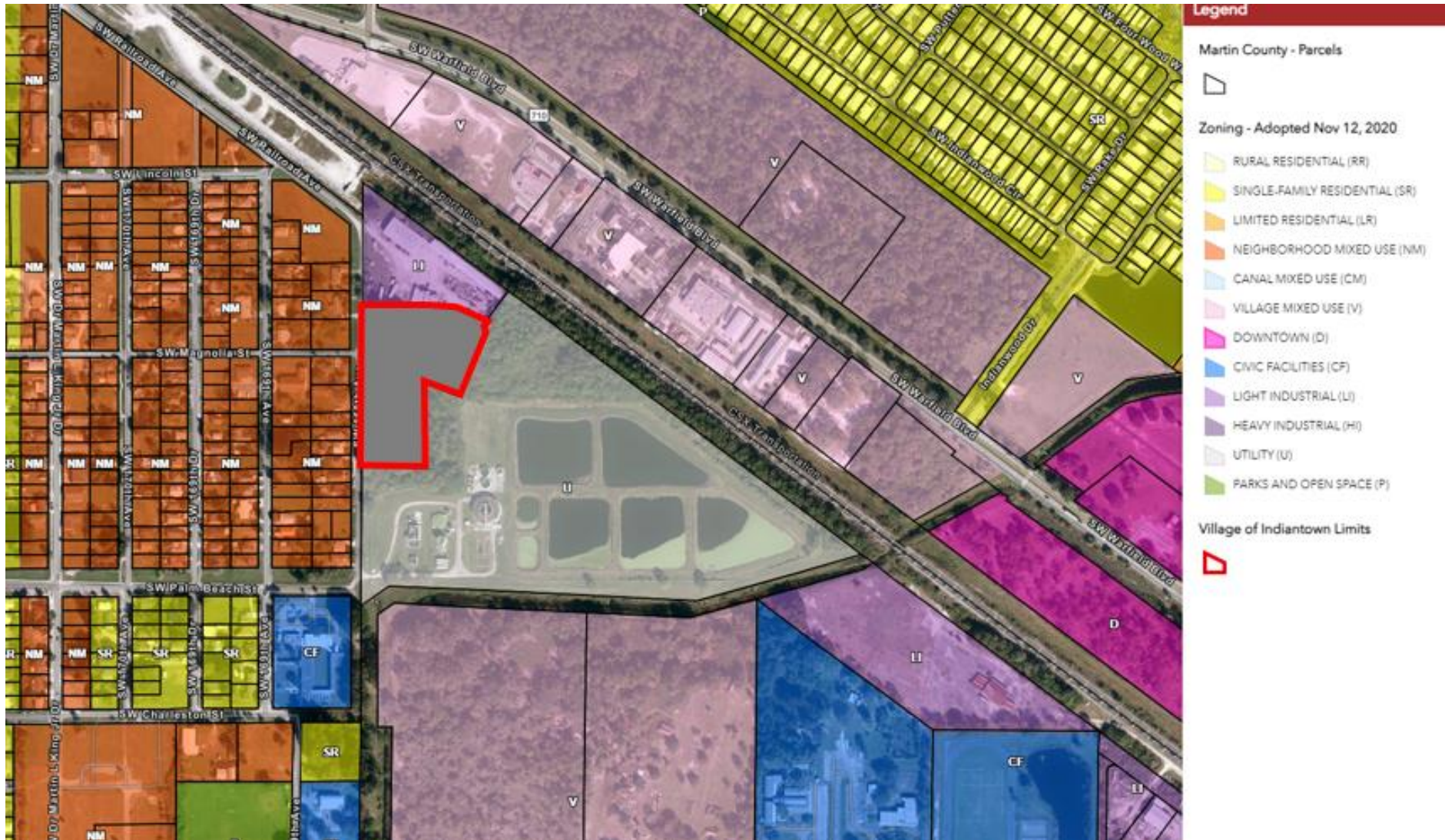
Proposed Land Use



Existing Zoning



Proposed Zoning

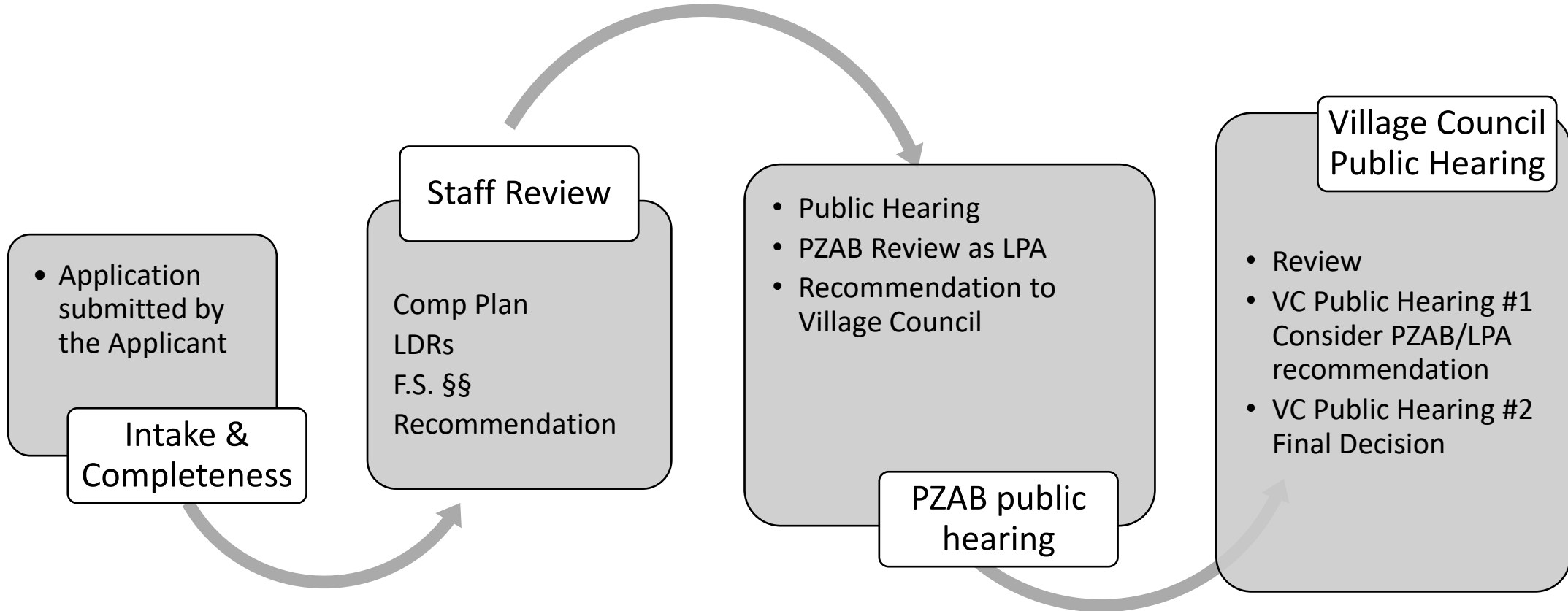




Direction	Future Land Use	Zoning	Existing Use
Site:	Light Industrial	Light Industrial	Vacant part of WWTP
North:	Light Industrial	Light Industrial	Industrial & Warehouse Uses
East	Utility	Utility	WWTP Village of Indiantown
South:	Utility	Utility	WWTP Village of Indiantown
West:	SW 168 th Avenue Village Core Mixed Use	SW 168 th Avenue Neighborhood Mixed Use	SW 168 th Avenue Single family residential units & vacant lots



Small-Scale CPA Review Process





Small Scale CPA Review Criteria

Approval Evaluation Criteria

This application was reviewed for compliance with the Village Land Development Regulations (LDRs). Submittal requirements for a Comprehensive Plan map amendment are included in Sec. 12-4. (3).

The Applicant has satisfied the requirements of the LDR provisions. Pursuant to Sec. 12-4. – Comprehensive Plan text and map amendments and subsection (4) Procedure and Florida State Statute F.S. §§ 163.3187 as a small-scale comprehensive plan amendment.



Small Scale CPA Recommendations

Village Staff recommends approval

Village Staff recommends approval of Application No. CPA-24-018 for the Small-Scale Comprehensive Plan amendment.

The PZAB/LPA recommended approval at a public hearing held March 7, 2024.

The Village Council unanimously recommended approval at a public hearing March 14, 2024, and is now required to make a final decision on the request in accordance with the 2023 Florida Statutes ss.163.3187. and LDR Sec. 12-4. Comprehensive Plan text and map amendments.



QUESTIONS?

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: March 28, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Discussion on Code Enforcement

SUMMARY OF ITEM: Village Council members have expressed concern over code enforcement violations and the Village's lack of pursuing compliance. Staff has been evaluating internally processes that can be shifted to other personnel to allow the code enforcement officer more time out in the field and less time in the office. Preparing information for the Magistrate hearing is voluminous and time consuming, but necessary to ensure defensibility and ability to assess fines when warranted.

To bring properties into compliance will require consistent enforcement of the Village code. Staff needs to fully understand Council expectations for enforcement.

The Village currently has one full-time Code Enforcement Officer (Officer) working 40 hours a week which includes one Saturday per month. The Village Manager is creating another code enforcement officer through utilizing an existing position to increase code enforcement operations. Staff is also preparing a citation program that will be brought to the Council for approval at a later date.

FISCAL IMPACT STATEMENT: The fines collected for code enforcement are not sufficient to cover code enforcement expenses. The additional position is being created utilizing an existing budgeted position, there are sufficient funds for the code enforcement position and an additional truck for transportation in the current budget.

Implementation of a citation program will provide additional revenue for code enforcement.

RECOMMENDATION: The Council provide guidance on code enforcement expectations and approve the purchase of an additional truck.

PREPARED BY: Tayn G. Kryzda

DATE: 1/30/2024