



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

May 9, 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](mailto:lmcbride@indiantownfl.gov) at least 48 hours in advance.

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

**Appeal of Decision:** If a person decides to appeal any decision made by the Village Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

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

## **ROLL CALL**

## **CALL TO ORDER**

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

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

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

1. Proclamation for Teachers Appreciation Week

## **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**

2. Approval of Minutes April 25, 2024

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

## **REGULAR AGENDA**

3. Appointments to the Indiantown Community Trust Fund Advisory Committee
4. Due to performance issues on Well #8, The Village has contacted Florida Design Drilling to evaluate the well and its equipment. Recommendations from FDD is that Well #8 needs aggressive rehabilitation. The galvanized piping will need to be replaced and due to the moisture along the well casing and unknown nature of the screened interval FDD is recommending an over drilling of Well

#8.

**FIRST READING ORDINANCES**

**SECOND READING ORDINANCES**

5. 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.
6. 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, 03-40-39-000-000-00030-2, 02-40-39-000-000-00050-9, 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.

**DISCUSSION ITEMS**

7. Special Event Application for Swampfest to be held on June 29 - 30, 2024.

**ANNOUNCEMENTS**

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

**ADJOURNMENT**

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: May 9, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Proclamation for Teachers Appreciation Week

SUMMARY OF ITEM: Teacher Appreciation Week provides an opportunity for all Americans to express gratitude and recognition to teachers for their tireless dedication, passion, and commitment to the education profession, and to reflect on the profound impact teachers have on individuals, communities, and society as a whole.

FISCAL IMPACT STATEMENT: N/A

RECOMMENDATION: For informational purposes only

PREPARED BY: Renae Cherry

DATE: 5/2/2024

**ATTACHMENTS:**

**Description**

Proclamation for Teachers Appreciation Week



# Proclamation



## TEACHER APPRECIATION WEEK May 6, 2024 to May 10, 2024

**WHEREAS**, teachers are the heart and soul of our education system, dedicating their lives to nurturing, inspiring, and empowering students to reach their fullest potential and playing a pivotal role in shaping the minds, character, and future of our youth, instilling in them the knowledge, skills, and values necessary for success in school and in life; and

**WHEREAS**, teachers serve as mentors, role models, and advocates for their students, fostering a love of learning, critical thinking, creativity, and lifelong curiosity; and

**WHEREAS**, teachers often go above and beyond their call of duty, working long hours, investing personal resources, and overcoming numerous challenges to provide quality education and support to their students; and

**WHEREAS**, Teacher Appreciation Week provides an opportunity for all Americans to express gratitude and recognition to teachers for their tireless dedication, passion, and commitment to the education profession, and to reflect on the profound impact teachers have on individuals, communities, and society as a whole.

**NOW, THEREFORE**, I, Susan Gibbs Thomas, Mayor of the Village of Indiantown, Florida, do hereby proclaim the week of May 6, 2024 through May 10, 2024 as Teacher Appreciation Week. I call upon all Village of Indiantown residents to join me in honoring and celebrating the invaluable contributions of teachers, past and present, and to express heartfelt appreciation for their unwavering dedication to shaping the future leaders of our nation.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the Village of Indiantown, Florida to be affixed this 9th day of May 2024.

ATTEST:

---

LaRhonda McBride  
Village Clerk

---

Susan Gibbs Thomas  
Mayor

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: May 9, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Approval of Minutes April 25, 2024

SUMMARY OF ITEM: Approval of Minutes April 25, 2024

FISCAL IMPACT STATEMENT: NA

RECOMMENDATION: Approval of Minutes April 25, 2024

PREPARED BY: LaRhonda McBride, Village Clerk

DATE: 5/3/2024

**ATTACHMENTS:**

Description

Minutes April 25, 2024



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

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

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

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

**PRESENT:** Mayor Susan Gibbs Thomas, Vice Mayor Angelina Perez, Council Member Janet Hernández, and Council Member Carmine Dipaolo

*Staff:* Village Manager Taryn Kryzda, Village Attorney Wade C. Vose, Village Clerk LaRhonda McBride, Debbie Resos Parks and Recreation Director

**INVOCATION:** Linda Nycum

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

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

**PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS:**

1. Proclamation for National Day of Prayer, May 2, 2024

Mayor Gibbs Thomas read the proclamation in recognition of the National Day of Prayer.

2. Proclamation for Stroke Awareness Month 2024

Mayor Gibbs Thomas read the proclamation in recognition of Stroke Awareness Month.

## **PUBLIC COMMENT:**

Sergeant Joe Angelico with the Martin County Sheriff's Office spoke regarding public safety concerns during scheduled community events.

Mayor Gibbs Thomas asked how the police handle pop-up events.

Sergeant Angelico explained that the police try to shut these events down early, but he noted that doing so is challenging when there are concurrent permitted events in the same location.

Kimberly Jackson spoke on behalf of Concerned Citizens of Booker Park regarding public safety at the upcoming Swamp Fest event.

Mayor Gibbs Thomas asked whether the event was advertised as being family friendly.

Ms. Jackson explained the steps the group has taken to advertise the event.

Council Member Dipaolo recommended that Ms. Jackson weigh the potential revenue that would be generated against the problems with the location.

Village Manager Kryzda noted that the small size of Booker Park poses a challenge for public safety and street control.

Marisol Crespo spoke regarding the Funding for Homeownership opportunities for future housing projects.

Carolyn Parker spoke regarding Swamp Fest.

## **COMMENTS BY VILLAGE COUNCIL MEMBERS:**

Council Member Hernández thanked all in attendance.

Council Member Dipaolo had no comments.

Vice Mayor Perez wished all a good evening. She announced that she was nominating Molly D. Marcellas for appointment to the Planning, Zoning, and Appeals Board (PZAB). She requested a proclamation to designate the week of May 6, 2024, as Teacher Appreciation Week.

Discussion ensued regarding how to best recognize Indiantown's teachers.

Vice Mayor Perez announced that the Park-It Market would resume on May 3, 2024, in Booker Park. She added that the Indiantown High School graduates would visit Warfield Elementary School on May 15, 2024, and requested a group picture for the newsletter.

Mayor Gibbs Thomas thanked everyone for attending.

**COMMITTEE REPORTS:** None

**COMMENTS BY VILLAGE MANAGER:**

Village Manager Kryzda announced that the Martin County Mosquito Control tire drive would take place on Saturday, April 27, 2024, from 8:00 a.m. to 1:00 p.m. at Post Family Park, with a limit of 10 tires per household.

**APPROVAL OF AGENDA:**

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

**CONSENT AGENDA:**

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

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

**REGULAR AGENDA:**

4. Interlocal Agreement between Martin County and the Village of Indiantown for the Temporary Provision of Building Official, Inspection, and Plan Review Services

Village Manager Kryzda provided an overview of the item.

Mayor Gibbs Thomas asked whether the price of this new contract would be comparable to what the Village had been paying under the previous contract.

Village Manager Kryzda stated that it would potentially be less expensive.

Council Member Hernández requested access to the email sent by the previous contractor in which they declined to renew with the Village.

**Motion was made to approve the interlocal agreement between Martin County and the Village of Indiantown by Council Member Dipaolo. Motion was duly seconded by Vice Mayor Perez and approved 3–1, with Council Member Hernández dissenting.**

**FIRST READING ORDINANCES:** None

**SECOND READING ORDINANCES:** None

## DISCUSSION ITEMS:

### 5. Discussion on Indiantown Trust Fund

Village Manager Kryzda provided an overview of the item, noting that Linda Nycum was the only person who indicated interest in sitting as a committee member for the Indiantown Community Trust Fund committee.

Village Manager Kryzda recommended assembling a small, in-house team to review Trust Fund applications. The team would be composed of herself, Parks Director Deborah Resos, Village Clerk LaRhonda McBride, and Linda Nycum, and would solicit and review applications, then bring its recommendations before the Council.

Council Member Hernández thanked Staff for their effort but recommended re-advertising and extending the call for volunteers by several weeks. She stated that she would prefer a resident committee given that Staff is already busy.

Vice Mayor Perez requested that the call for volunteers be advertised on library signage in both English and Spanish.

Ms. Nycum explained that the prior committee had been composed of four residents, one representative from the CoGen power plant, former Village Manager Howard Brown, and one representative from the Village Council. She explained that the process included evaluating applications individually, then meeting as a group to discuss the applications and making recommendations to bring before the Council.

Vice Mayor Perez asked for clarification about the time commitment.

Ms. Nycum stated that the committee would need to meet approximately three times per year: once to send out the call for applications, once to disburse the applications, and one to discuss recommendations.

Council Member Hernández asked how members of the public could apply for the committee.

Village Clerk McBride stated that the application had been advertised in both English and Spanish in the newspaper on March 7, 2024, as well as posted to the Village's website and social media accounts.

Vice Mayor Perez asked whether there could be a Council representative on the committee.

Mayor Gibbs Thomas stated that a Council representative is required by the guidelines to sit on the committee.

Village Manager Kryzda stated that there is approximately \$70,000 currently in the Trust Fund and explained how that number has fluctuated over the last several years. She stated that the funds are to be distributed annually, with any unused funds rolling over for the next year.

Village Attorney Vose explained that the COVID-19 pandemic disrupted the growth of the Trust Fund and recommended the current funds be spent before the term of the Trust Agreement ends.

Vice Mayor Perez requested that Staff extend its search for volunteers before the next Village Council meeting.

Mayor Gibbs Thomas suggested a two-week extension and encouraged the Council Members to talk to residents who might be willing to volunteer. She noted that finding committee appointees can be challenging because of the lack of compensation.

Village Manager Kryzda agreed to extend the search by two weeks.

Council Member Hernández asked how many members the committee should include.

Village Manager Kryzda stated that the committee is limited to four members from the community, including one from Booker Park and one from Indianwood, two representatives from FP&L, and one Council Member.

Council Member Hernández asked what would happen if more than four residents applied.

Village Attorney Vose stated that the Council would decide which four applicants should serve.

6. Draft Revisions to Special Event Regulations for Council Review

Village Attorney Vose provided an overview of the item.

Council Member Hernández requested that the regulations separate “parades and processions” and make “religious procession” its own item. Regarding the required proof of comprehensive liability insurance, she noted that the Martin County Board of County Commissioners was listed as the additional insured and suggested the Village of Indiantown’s Council Members and Village Manager be

listed instead.

Village Attorney Vose explained that listing individual Council Members or the Village Manager is not a typical practice.

Council Member Hernández asked whether all applicants would be obligated to secure EMS support for special events.

Village Attorney Vose explained that the regulations require events to be evaluated by Martin County Fire Rescue, which will make a determination about the requisite staffing level.

Council Member Hernández asked what “designated route” means in the context of parades.

Village Attorney Vose stated that applicants must specify in advance the route they plan to take, subject to review by the Village Manager.

Council Member Hernández identified a problem with the language on page 9D regarding “one location.”

Village Attorney Vose stated that he would rewrite this.

Council Member Hernández asked whether all applications would need to go before the Village Manager.

Village Attorney Vose stated that per the current draft of the regulations, the Village Manager is the final decisionmaker.

Council Member Hernández asked what it means that parades are required to move “expeditiously.”

Village Attorney Vose stated that it means parades should be kept moving. Council Member Hernández noted that in its processions, Holy Cross Church does live stations of the cross.

Village Attorney Vose stated that he could rewrite this so as not to affect religious processions.

Council Member Hernández thanked Village Attorney Vose and his staff.

Council Member Dipaolo noted that the language of the draft regulations could



require people to apply for permits to hold weddings and funerals. He suggested adding a paragraph to allow for church events in these contexts on church property.

Village Attorney Vose broke down how these regulations are typically worded in different municipalities. He noted the example of music festivals held on raw land, in which special event permits for non-Village property are necessary.

Council Member Hernández stated that the Okeechobee Music Festival has had enormous impacts on traffic and business in the area, but because it is held on private property, Martin County has no oversight.

Council Member Dipaolo suggested that properties not zoned for commercial use should not be allowed to have such events, and that there could be exemptions for private property to require permits for events like concerts.

Discussion ensued regarding the potential unintended consequences of requiring or not requiring permits for events on private property, such as for private events like birthday parties and funerals, as well as what kinds of events fall under the heading of “major events.”

Village Attorney Vose stated that these are events closed to the general public.

Mayor Gibbs Thomas asked whether people need permits to put up tents on private property.

Village Attorney Vose clarified that the event permit and the tent permit are two different permits. He stated that he is hoping to revisit this matter with the new Martin County Building Official.

Discussion continued regarding what kinds of venues and events should be exempted, such as private events on private property.

Mayor Gibbs Thomas noted that requiring applicants to obtain a review by local agencies to determine the level of law enforcement and rescue support needed for an event is part of the current process.

Village Manager Kryzda explained how the updated language differs from current practice.

Mayor Gibbs Thomas asked who will determine whether an application is complete once it has been submitted.

Village Attorney Vose stated that this would be the responsibility of the Village Manager's office. He explained that all department directors will be consulted but that the final decisionmaker is the Village Manager.

Mayor Gibbs Thomas noted that the draft regulations restrict special events to the hours between 9:00 a.m. and sunset.

Village Attorney Vose stated that this was in the draft Council Member Dipaolo had provided.

Mayor Gibbs Thomas asked whether the requirement to submit an application 30 days prior to the event allows applicants enough time to plan their event.

Village Manager Kryzda stated that all paperwork needs to be submitted with the application; so, if applicants have the requisite permits in place, processing and approving the application should not be a problem. She spoke regarding the importance of helping applicants realize that although the application is due 30 days in advance, their work will start earlier than that, and that they may submit their applications earlier than 30 days in advance if they wish.

Council Member Hernández noted that it may be difficult to submit early because the Sheriff's office often declines to consider requests that far in advance.

Village Attorney Vose suggested removing the review by the Sheriff's office as a requirement at the time of application but require applicants to follow up with confirmation of law enforcement detail as soon as possible.

Juan Carlos Lasso with Holy Cross Church spoke in favor of the amendments and proposed additional changes to the 30-day window.

Karen Onsager suggested requiring a permit only if the organizers are charging an entry fee and proposed changes to the 30-day window.

Village Attorney Vose asked for direction regarding the constraints on special events outside the hours of 9:00 a.m. to sunset.

Village Manager Kryzda stated that the draft regulations allow for exceptions.

Village Attorney Vose confirmed that exceptions are made by the Staff and would not have to come before the Council. He asked the Council for direction on next steps.

Council Members Dipaolo and Hernández requested that Village Attorney Vose’s office make revisions to bring back before the Council.

Vice Mayor Perez and Mayor Gibbs Thomas suggested instead that the draft be sent to the PZAB for feedback before making changes.

Village Attorney Vose recommended bringing a revised draft back before the Council first and then forwarding it to the PZAB.

**ANNOUNCEMENTS:**

Vice Mayor Perez announced that the next food drive would be at Booker Park on May 9, 2024, at 8:00 a.m. and would be held on the second Thursday of every month going forward.

**NEXT REGULAR MEETING:** May 9, 2024

**ADJOURNMENT:** 8:42 p.m.

**ATTEST:**

**VILLAGE OF INDIANTOWN, FLORIDA**

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

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

\_\_\_\_\_  
Date

## VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETING DATE: May 9, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Appointments to the Indiantown Community Trust Fund Advisory Committee

**SUMMARY OF ITEM:** On April 25, 2024 the Village of Indiantown (Village) Council discussed the Indiantown Community Trust Fund (ICTF). Staff was concerned due to the lack of applications received to be on the committee. The Council directed staff to re-advertise for applications and would discuss how to proceed at the next Council meeting. Staff has received applications and will provide the Council with additional information should any applications be received after the agenda is finalized.

The Indiantown Community Trust Fund was established in July 1991 by Indiantown Cogeneration, L.P. (ICL) as a result of an industrial Planned Unit Development (PUD) agreement. At that time, the agreement was made between ICL and Martin County Board of County Commissioners (MCBOCC). The agreement was for ICL to place \$1,000,000 into a trust fund, MCBOCC was the Trustee, and a special advisory committee would be formed to make recommendations to the MCBOCC on projects to be funded by income from interest earnings within the trust fund. The projects were limited, and 'shall be used solely for projects benefiting Indiantown'. The agreement also had a provision that if Indiantown became incorporated, the trust agreement would be assigned to the incorporated town of Indiantown. The assignment was made and approved May 24, 2018. The amount of funds remaining at the time of the assignment was \$6,525.00.

The advisory committee structure, per the PUD agreement, requires two ICL members, one Councilmember, four community members (one from Booker Park and one from Indianwood). There was a committee formed, projects were awarded funding in the form of a grant per a formal application process and funds within the trust fund were disbursed accordingly. The last actions taken by the committee were in 2020, at that time, the committee consisted of Councilman Anthony Dowling, Ciressa Thompson, Olga Avellaneda, Linda Ivory, and Vernestine Palmer.

The trust fund balance has grown significantly to roughly \$70,000. The Village has had more individuals submit their application to be considered as a candidate for the committee and are included in this item. Staff is seeking direction from the Council on how to proceed and assign a member of the Council to be on the committee.

**FISCAL IMPACT  
STATEMENT:**

The grants are provided from the earned interest within the trust fund. An advisory committee will be subject to Florida's Sunshine law: requiring meeting notices, agendas, and minutes to be taken which will require staff time.

**RECOMMENDATION:** The Council appoint individuals for the Indiantown Community Trust Fund Advisory Committee, assign a councilmember, and provide further direction to staff.

**PREPARED BY:** Taryn G. Kryzda, Village Manager

**DATE:** 5/1/2024

**ATTACHMENTS:**

**Description**

Linda Nycum Application

Kimberly Jackson Application



## BOARD/COMMITTEE APPLICATION

(Please attach additional sheets if you need more room or would like to include an optional resume)

Name: LINDA SCHWIESOW NYCUM Phone No.: 772.5597.5556

Email Address: JAZMYNE@AOL.COM

Residence: 14491 SW DIVOT DRIVE, INDIANTOWN FL 34956

Employer: SELF EMPLOYED: BOOKKEEPING & TAX PREPARATION

Resident of Indiantown for: 10 years – AND/OR – Business Owner in Indiantown for:      years

Board/Committee(s) Applying For: INDIANTOWN COMMUNITY TRUST FUND

Can you commit to attending year-round, monthly, evening meetings (circle one): Yes / No YES

Please Explain Your Relevant Qualifications and the Reason You Wish to Serve on This Board/Committee:

I WANT TO ENSURE THAT THE MONEY REQUESTED TO INDIANTOWN BE USED FOR THE  
INTENDED PURPOSE.....TO ENABLE LOCAL ORGANIZATIONS TO COMPLETE PROJECTS  
THAT WILL BENEFIT INDIANTOWN RESIDENTS.

Do you now have, or in the past three years had, any business dealings with the Village? If so, please explain:  
NO

Do you now have, or in the past three years had, any personal/business matters before the Board/Committee(s) you are applying for? If so, please explain: NO

Linda Schwiesow NYCUM  
Signature

26 Feb. 2024  
Date

**NOTE:** This application is considered a public record. It will be good for one (1) year from the date of application. If appointed to the Planning, Zoning and Appeal Board, THE STATE OF FLORIDA REQUIRES THAT YOU COMPLETE ITS FINANCIAL DISCLOSURE FORM, which becomes public record. Please attach additional pages if needed to fully answer any of the above questions. Completed forms can be returned to [lmcbride@indiantownfl.gov](mailto:lmcbride@indiantownfl.gov) or PO Box 398, Indiantown, FL 34956. Applicants will be notified upon successful appointment. For questions, please call (772) 597-9900.



## BOARD/COMMITTEE APPLICATION

(Please attach additional sheets if you need more room or would like to include an optional resume)

Name: Kimberly Sheryl Jackson Phone No.: 772-233-5056

Email Address: noweezgurl@gmail.com

Residence: 14967 SW 171ST Avenue Indiantown, FL 349

Employer: KGYP Keep God Your Priority

Resident of Indiantown for: 57 years – AND/OR – Business Owner in Indiantown for: 19 years

Board/Committee(s) Applying For: Indiantown Community Trust

Can you commit to attending year-round, monthly, evening meetings (circle one): ☒ Yes ☐ No

Please Explain Your Relevant Qualifications and the Reason You Wish to Serve on This Board/Committee:  
I am a lifelong resident of Booker Park, an Indiantown community. I am a tax paying

business owner and a concerned citizen. I am affected by decisions made in the  
Village. Over the years, I've seen enough changes and spoken with enough people to  
assist in making decisions that would be for the betterment of my beloved community.

Do you now have, or in the past three years had, any business dealings with the Village? If so, please explain:  
No

Do you now have, or in the past three years had, any personal/business matters before the Board/Committee(s) you are applying for? If so, please explain:  
No

Kimberly Jackson

Signature

04/29/2024

Date

**NOTE:** This application is considered a public record. It will be good for one (1) year from the date of application. If appointed to the Planning, Zoning and Appeal Board, THE STATE OF FLORIDA REQUIRES THAT YOU COMPLETE ITS FINANCIAL DISCLOSURE FORM, which becomes public record. Please attach additional pages if needed to fully answer any of the above questions. Completed forms can be returned to [lmcbride@indiantownfl.gov](mailto:lmcbride@indiantownfl.gov) or PO Box 398, Indiantown, FL 34956. Applicants will be notified upon successful appointment. For questions, please call (772) 597-9900.

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: May 9, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Due to performance issues on Well #8, The Village has contacted Florida Design Drilling to evaluate the well and its equipment. Recommendations from FDD is that Well #8 needs aggressive rehabilitation. The galvanized piping will need to be replaced and due to the moisture along the well casing and unknown nature of the screened interval FDD is recommending an over drilling of Well #8.

SUMMARY OF ITEM: Due to performance issues on Well #8, The Village has contacted Florida Design Drilling to evaluate the well and its equipment. Recommendations from FDD is that Well #8 needs aggressive rehabilitation. The galvanized piping will need to be replaced and due to the moisture along the well casing and unknown nature of the screened interval FDD is recommending an over drilling of Well #8.

FISCAL IMPACT STATEMENT: Total cost \$299,931.50 to be paid from Water Utilities Department. Based on a schedule of values from The Village of Wellington contract ITB# 202034 Wellfield rehabilitation, maintenance and new construction, which will be piggybacked.

RECOMMENDATION: Staff recommends approval of this Rehabilitation and service.

PREPARED BY: Patrick Nolan/Public Works and Utilities Director

DATE: 4/26/2024

**ATTACHMENTS:**

**Description**

Village of Indiantown-Piggy Back Agreement-Village of Wellington  
Exhibit A-Scope of Work



**VILLAGE OF INDIANTOWN  
AGREEMENT TO PIGGYBACK SERVICES CONTRACTED BY  
VILLAGE OF WELLINGTON**

**THIS AGREEMENT** is effective this 3 day of MAY, 2024, between the Village of Indiantown, a political subdivision of the State of Florida, (hereinafter the "VILLAGE"), located at 15516 SW Osceola Street, Suite B, Indiantown, FL 34956, and Florida Design Drilling, LLC (formerly known as "Florida Design Drilling Corporation"), located at 7733 Hooper Road, West Palm Beach, FL 33411 (hereinafter the "CONTRACTOR"), for Wellfield Rehabilitation, pursuant to the terms set forth below (hereinafter the "Agreement"):

**WITNESSETH:**

**WHEREAS**, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the CONTRACTOR's compliance for Florida's Public Records Act; and

**WHEREAS**, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

**WHEREAS**, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

**WHEREAS**, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

**WHEREAS**, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

**WHEREAS**, the Village of Wellington advertised Invitation to Bid No.: 202034, for wellfield rehabilitation, maintenance, and new construction; and

**WHEREAS**, the Village of Wellington thereafter awarded the bid to CONTRACTOR based on the terms and conditions set forth in the Contract between the CONTRACTOR and the Village of Indiantown, dated January 7, 2021, along with all amendments thereto (hereinafter the "Village of Wellington Contract"); and

**WHEREAS**, the initial term of the Village of Wellington Contract was three (3) years, with the option to renew for an additional two (2) one (1)-year terms upon written agreement of the parties; and

**WHEREAS**, the wellfield rehabilitation and maintenance services provided by the CONTRACTOR are needed by the VILLAGE; and

**WHEREAS**, The VILLAGE finds that: 1) the Village of Indiantown Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the VILLAGE; 2) the VILLAGE and the CONTRACTOR authorize the “piggyback” on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the VILLAGE to enter into an agreement with the CONTRACTOR containing similar terms and conditions as contained in the Village of Wellington Contract; and

**WHEREAS**, the parties hereby agree and consent to “piggyback” on the rates/prices and terms and conditions in the Village of Wellington Contract, all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein; and

**WHEREAS**, Section 287.05701, Fla. Stat. requires notification to vendors in solicitations for procurement of commodities or contractual services, of the local government’s prohibition against considering social, political, or ideological interests in government contracting.

**NOW, THEREFORE**, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

**1. Incorporation by Reference.** The foregoing WHEREAS clauses and the Village of Wellington Contract are incorporated by reference.

**2. Amendment.** This Agreement to “piggyback” services hereby amends and supplements the terms of the Village of Wellington Contract. The VILLAGE and its equivalent staff and address shall be substituted for the Village of Wellington and its staff and addresses, as may be required in the awarded Village of Wellington Contract. In the event of a conflict between the terms of the Village of Wellington Contract and terms of this Agreement to “piggyback,” the terms of this Agreement to “piggyback” shall prevail.

**3. Services to be Provided.** The CONTRACTOR agrees to provide the specific services to the Village in accordance with the Scope of Work, which is attached hereto and made a part hereof as **Exhibit “A”**.

**4. Term of Agreement.** This Agreement shall become effective on the date written on Page 1 and shall continue for three (3) years. It is also agreed that the parties shall have an option to renew this Agreement two (2) times for additional one (1)-year terms; provided, however, the maximum term of this Agreement may not exceed five (5) years. The VILLAGE agrees to notify the CONTRACTOR in writing at least sixty (60) days prior to the expiration of the current contract term of its renewal of this Agreement.

**5. Insurance.** The Village of Indiantown shall be substituted for the Village of Wellington in all insurance matters contained in the Village of Wellington Contract and specifically listed as an additional insured on all required insurance policies. The Certificate of Insurance shall designate the Village as a certificate holder as follows:

Village of Indiantown  
Attention: City Manager



15516 SW Osceola Street  
Indiantown Florida 34956

6. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice of termination to the other party. The VILLAGE shall only be liable for the monthly invoice and approved expenses, if any, up to the termination date.

7. **Payment.** The CONTRACTOR's compensation for the services provided hereunder shall not exceed those outlined in the Village of Wellington Contract. A monthly invoice shall be submitted by the CONTRACTOR at the first of each month and shall be paid in accordance with Section 218, Florida Statute (Florida Prompt Payment Act).

8. **Public Records Compliance.** The CONTRACTOR agrees that, to the extent that it may "act on behalf" of the VILLAGE within the meaning of Section 119.0701(1)(a), Florida Statutes, in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the VILLAGES's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.
- i. (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THAT PARTY MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: LARHONDA**

**MCBRIDE, VILLAGE CLERK, AT 772-597-8294,  
LMCBRIDE@INDIANTOWNFL.GOV; MAILING  
ADDRESS: PO BOX 398, INDIANTOWN FL 34956.**

**9. Public Records Compliance Indemnification.** The Contractor agrees to indemnify and hold the VILLAGE harmless against any and all claims, damage awards, and causes of action arising from the CONTRACTOR's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. The CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against the CONTRACTOR in a Martin County Circuit Court with jurisdiction over said issues on an expedited basis to enforce the requirements of this section.

**10. Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by VILLAGE specified in the Village of Wellington Contract shall not be construed as a waiver of the VILLAGE'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 the VILLAGE in the Village of Wellington County Contract in derogation hereof shall be void and of no force or effect.

**11. Non-appropriation.** The VILLAGE's performance and obligation to pay under this Agreement is contingent upon an appropriation during the VILLAGE's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONTRACTOR shall be notified as soon as is practical by memorandum from the VILLAGE Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at the end of fiscal year shall be without penalty or expense to the VILLAGE subject to the VILLAGE paying all invoices for services rendered during the period the Agreement was funded by appropriations.

**12. E-Verify Compliance.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

**13. 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. CONTRACTOR hereby certifies that CONTRACTOR 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. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with VILLAGE for goods or services of any amount may be terminated at the option of VILLAGE if CONTRACTOR (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 VILLAGE 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.

**14. Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Martin County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

**15. Prohibited Contracting.** Section 287.05701, Fla. Stat. requires notification to vendors in solicitations for procurement of commodities or contractual services, of the local government's prohibition against considering social, political, or ideological interests in government contracting. Pursuant to Section 287.05701, Fla. Stat., the VILLAGE shall not request documentation of or consider a vendor's social, political, or ideological interests when determining if a vendor is a responsible vendor.

**16. Attorneys' Fees and Costs.** Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

**17. Additional Terms.** Notwithstanding any of other provision to the contrary, the parties agree as follows:

- A. This Agreement may be signed in counterparts and electronic copies shall be treated as originals.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Agreement effective the date first written above.

**VILLAGE OF INDIANTOWN:**

\_\_\_\_\_  
SUSAN GIBBS THOMAS, MAYOR AND  
CHAIRPERSON OF THE VILLAGE OF  
INDIANTOWN COUNCIL

**ATTEST:**

\_\_\_\_\_  
LARHONDA MCBRIDE,  
VILLAGE CLERK

**FLORIDA DESIGN DRILLING, LLC, A  
FLORIDA LIMITED LIABILITY  
COMPANY**

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

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

Title: \_\_\_\_\_



Miguel Leyverica

Project Manager

# EXHIBIT "A"



April 5, 2024

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

From: Florida Design Drilling LLC

Project: Village of Indiantown Well 8 Over Drill

We are pleased to offer this estimate to furnish all Permitting, labor, equipment, and materials to perform well rehabilitation services identified below. Please reference "Indiantown Well 8 Pre-rehabilitation Report" for the findings that lead up to this proposal. The proposal encompasses a full over drill and rebuild of Well #8.

**Total Cost: \$299,931.50**

There are several line items that do not match the exact proposed material but have been priced in a manner where the value of the line item accurately reflects the material that is being installed.

- Line item 20. FDD will be installing 24" steel casing to 85' btoc and setting it at 40' btoc. sch40 PVC will not be used.
- Line 23. FDD will be installing 16" steel casing to 85' btoc and not sch40 PVC.
- Line 24 and 25. FDD will be installing 8" SDR17 and 8" SS well screen.
- The 'Unidentified Parts Allowance' will be used for the new well pad, fence, pump, motor, column piping, pipes, fitting, and valves. This is a pass-through line item and receipts will be provided for all of the items procured.

**Please view the attached schedule of values**

Sincerely,

*Miguel Lequerica*

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

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

CONTINUATION SHEET						AIA DOCUMENT G703				PAGE 2 OF 2 PAGES			
Indiantown Well 8						APPLICATION NO: APPLICATION DATE: PERIOD TO: ENGINEER'S PROJECT NO:							
ITEM NO.	DESCRIPTION OF WORK	Qty	Unit	Unit Price	Value	Units Installed Prior Period	Previous Work Completed	Units Installed This Period	Work Completed This Period	Materials Stored Not In C or D	Units Comp. & Stored To Date	Completed & Stored To Date	
PART A - COMMON ITEMS													
1	Bonds and Insurance	0.18	LS	\$39,720.00	\$7,149.60	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
3	General Conditions	0.19	LS	\$160,000.00	\$30,400.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
4	Major Mobilization/Demobilization	1	EA	\$7,500.00	\$7,500.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
6	Remove Pump/Motor and Discharge Apparatus	1	EA	\$2,925.00	\$2,925.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
7	Install Pump/Motor and Discharge Apparatus	1	EA	\$2,925.00	\$2,925.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
14	Furnish, install and grout in place 30-inch diameter steel surface casing to 30 feet	30	LF	\$500.00	\$15,000.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
16	Drill nominal 22-inch diameter borehole using reverse air method	85	EA	\$150.00	\$12,750.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
18	Clean Out Open Borehole to Total Depth	1	EA	\$7,500.00	\$7,500.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
19	Remove surface casing, outer casing, inner casing using overdrill method, backfill borehole with gravel	1	EA	\$40,950.00	\$40,950.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
20	Furnish and Install 24-inch schedule 40 PVC well casing	85	LF	\$442.00	\$37,570.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
21	Grout 24-inch schedule 40 PVC well casing in place	107	94 LB SACK	\$25.00	\$2,675.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
23	Furnish and Install 16-inch diameter SDR17 PVC riser casing	85	LF	\$100.00	\$8,500.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
24	Furnish and Install 12-inch diameter stainless steel well screen	35	LF	\$278.00	\$9,730.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
25	Furnish and Install 12-inch diameter SDR17 PVC riser casing	85	LF	\$206.00	\$17,510.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
26	Furnish and Install well gravel pack	60	CF	\$25.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
28	Airlift Development	30	HR	\$234.00	\$7,020.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
29	Jetting with Simultaneous Airlift Development	20	HR	\$292.50	\$5,850.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
30	Pump Development	80	HR	\$292.50	\$23,400.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
31	Step-Rate Testing	4	HR	\$292.50	\$1,170.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
32	Well Disinfection	1	EA	\$1,000.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
33	Bacteriological Sampling and Clearance	10	EA	\$300.69	\$3,006.90	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
34	Video Logging (static and dynamic)	2	EA	\$2,000.00	\$4,000.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
36	Geophysical Logging (Caliper only)	1	EA	\$1,500.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
37	Formation Water Disposal System	1	EA	\$7,500.00	\$7,500.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
39	Major Site Restoration	1	EA	\$2,500.00	\$2,500.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
43	Extra Work by Drilling Crew without Drilling Equipment	40	HR	\$250.00	\$10,000.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
47	Onsite Welding	16	HR	\$150.00	\$2,400.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
48	Furnish & Install 1" PVC Stilling Well - 60' to 80'	1	EA	\$500.00	\$500.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
49	Furnish & Install new SS Safety Cables - 60' to 80'	1	EA	\$500.00	\$500.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
52	Unidentified Parts Allowance	1	LS	\$25,000.00	\$25,000.00	0.00	\$0.00	0.00	\$0.00	\$ -	0.00	\$0.00	
GRAND TOTALS					\$299,931.50		\$0.00		\$0.00			\$0.00	





March 8, 2024

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

Project: Indiantown Well Rehabilitation Services

Subject: Well 8 Video Report and Rehabilitation Recommendation

On Wednesday, February 28, 2024, Florida Drilling (FDD) performed a preliminary video survey of Well 8.

**Video Survey and Observations:**

The video survey revealed an 8-inch diameter PVC casing extending from the ground surface to the total depth of the well. Above the static water level on the PVC casing, there are indications of moisture intrusion through the joints and from beneath the concrete pad. The base of the casing was identified at a depth of 78 feet below the top of the casing (btoc). The screen interval commences at 78 feet and extends to the total depth of 115 feet btoc. It is believed that the screened interval consists of a dual-walled PVC screen system, with a screen visible behind the drilled holes in the inner screen. The submersible pump was set to the depth of 80'.

The pre-rehabilitation capacity testing indicated a static water level at 11.5 feet btoc and a pumping water level at 30.3 feet btoc, achieving a specific capacity of approximately 13.19 gallons per minute per foot while being pumped at 248 gpm.

**Conclusions and Recommendations:**

Due to the moisture intrusion along the well casing and unknown nature of the screened interval FDD is recommending an over drilling of well 8. The galvanized column piping will also need to be replaced.

FDD recommends the following rehabilitation services:

- Over drilling and removing existing screen and riser
- Installation of new pvc casing and riser
  - Well development is required during this operation.
- Installation of new stainless-steel screen with an assessable gravel pack for future maintenance to eliminate the 'natural pack' design.
- Replacement of column piping from galvanized to certalok
- Above ground piping modifications for new wellhead construction

7733 Hooper Road, West Palm Beach, FL 33411

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

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

State of Florida Water Well Contractor #11148

State of Florida Certified General Contractor CGC1522104



Photo of presumed dual screened system installed in the well:



Sincerely,

*Miguel Lequerica*

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

7733 Hooper Road, West Palm Beach, FL 33411

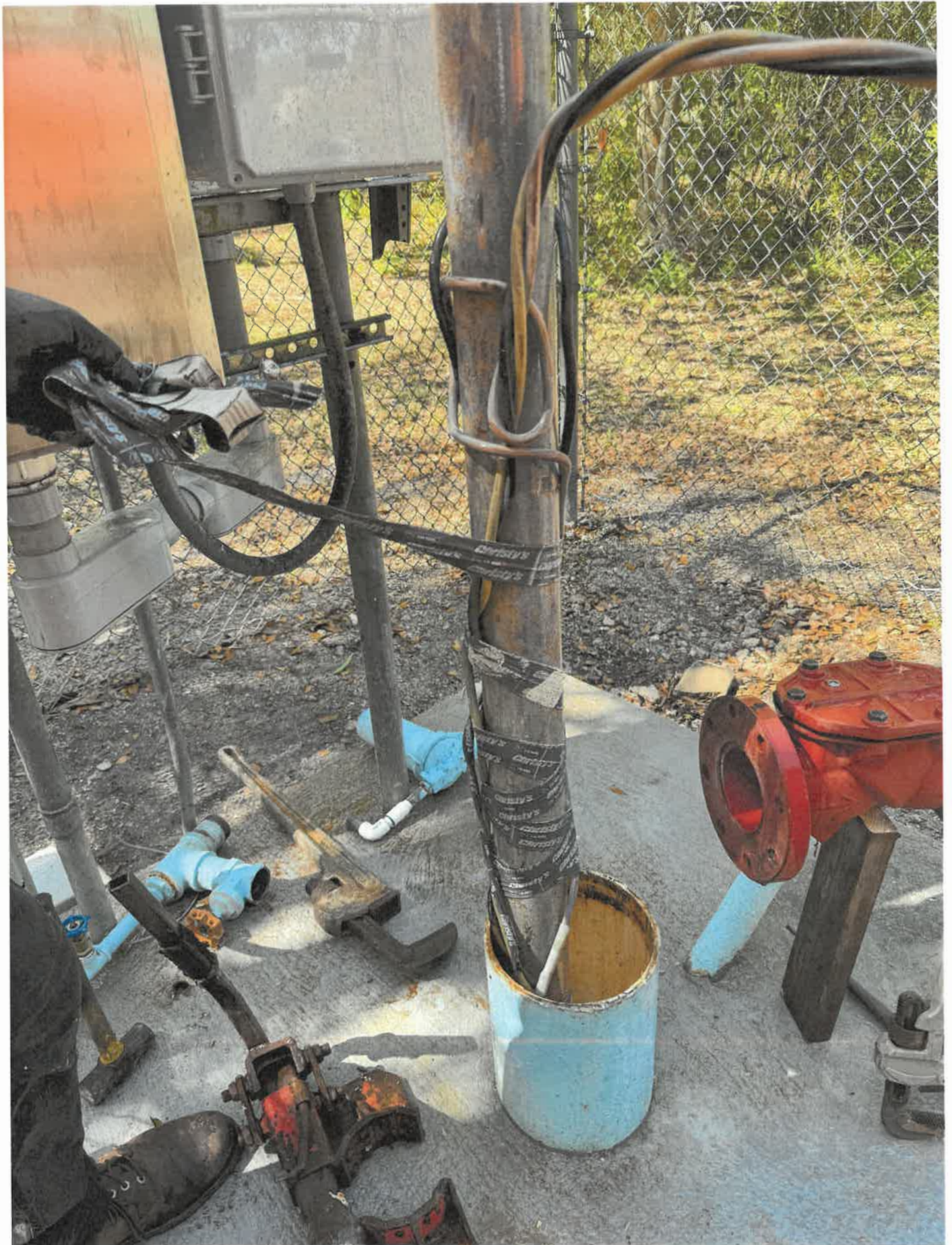
[www.FLDrilling.com](http://www.FLDrilling.com)

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

State of Florida Water Well Contractor #11148

State of Florida Certified General Contractor CGC1522104









**EXHIBIT "G"**  
**CONTRACTOR'S SCHEDULE OF VALUES**

*Florida Design Drilling Corporation*  
 SCHEDULE OF VALUES

The Schedule of Values have been developed to allow the OWNER to evaluate the bids. The OWNER shall use the individual unit costs for each scope of work and does not guarantee that estimated quantities shown will be utilized in full. The OWNER shall utilize all or some of these items for each scope of work as the OWNER deems necessary.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Bonds and Insurance	1	LS	\$40,000.00	\$40,000.00
2	Indemnification	1	LS	\$100.00	\$100.00
3	General Conditions	1	LS	\$160,000.00	\$160,000.00
4	Major Mobilization/Demobilization	11	EA	\$7,500.00	\$82,500.00
5	Minor Mobilization/Demobilization	41	EA	\$2,500.00	\$102,500.00
6	Remove Pump/Motor and Discharge Apparatus	16	EA	\$2,500.00	\$40,000.00
7	Install Pump/Motor and Discharge Apparatus	16	EA	\$2,500.00	\$40,000.00
8	Pump/Motor Retrieval	1	EA	\$5,000.00	\$5,000.00
9	Well Acidization Setup	2	EA	\$20,000.00	\$40,000.00
10	Well Acidization Treatment with 32% HCL	2,000	GL	\$5.00	\$10,000.00
11	Brushing and Swabbing of Well Screen/Riser/Casing	3	EA	\$2,500.00	\$7,500.00
12	Fill and Compaction of Site Voids	1	EA	\$10,000.00	\$10,000.00
13	6-inch Diameter Profile Well Drilling, Sampling, Abandonment	1	EA	\$20,000.00	\$20,000.00
14	Furnish, install and grout in place 30-inch diameter steel surface casing to 30 feet	30	LF	\$500.00	\$15,000.00
15	Drill nominal 28-inch diameter borehole using mud rotary method	70	LF	\$175.00	\$12,250.00
16	Drill nominal 22-inch diameter borehole using reverse air method	50	EA	\$150.00	\$7,500.00
17	Remove Existing Well Screen and Riser Casing	4	EA	\$35,000.00	\$140,000.00
18	Clean Out Open Borehole to Total Depth	4	EA	\$7,500.00	\$30,000.00
19	Remove surface casing, outer casing, inner casing using overdrill method, backfill borehole with gravel	1	EA	\$35,000.00	\$35,000.00
20	Furnish and Install 24-inch schedule 40 PVC well casing	200	LF	\$150.00	\$30,000.00
21	Grout 24-inch schedule 40 PVC well casing in place	400	94 LB SACK	\$25.00	\$10,000.00
22	Furnish and Install 16-inch diameter stainless steel well screen	200	LF	\$250.00	\$50,000.00
23	Furnish and Install 16-inch diameter SDR17 PVC riser casing	400	LF	\$100.00	\$40,000.00
24	Furnish and Install 12-inch diameter stainless steel well screen	50	LF	\$200.00	\$10,000.00
25	Furnish and Install 12-inch diameter SDR17 PVC riser casing	100	LF	\$100.00	\$10,000.00
26	Furnish and Install well gravel pack	2,700	CF	\$25.00	\$67,500.00
27	Squeeze Grout	1	EA	\$20,000.00	\$20,000.00
28	Airlift Development	500	HR	\$200.00	\$100,000.00
29	Jetting with Simultaneous Airlift Development	1,000	HR	\$250.00	\$250,000.00



ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
30	Pump Development	1,500	HR	\$250.00	\$375,000.00
31	Step-Rate Testing	80	HR	\$250.00	\$20,000.00
32	Well Disinfection	40	EA	\$1,000.00	\$40,000.00
33	Bacteriological Sampling and Clearance	40	EA	\$150.00	\$6,000.00
34	Video Logging (static and dynamic)	20	EA	\$2,000.00	\$40,000.00
35	Geophysical Logging (Static and dynamic flow, Caliper, Gamma Ray, Dual Induction)	3	EA	\$5,000.00	\$15,000.00
36	Geophysical Logging (Caliper only)	3	EA	\$1,500.00	\$4,500.00
37	Formation Water Disposal System	10	EA	\$7,500.00	\$75,000.00
38	Well Abandonment	1	EA	\$10,000.00	\$10,000.00
39	Major Site Restoration	11	EA	\$2,500.00	\$27,500.00
40	Minor Site Restoration	36	EA	\$500.00	\$18,000.00
41	Extra Work by Drilling Crew with Drilling Equipment	20	HR	\$500.00	\$10,000.00
42	Extra Work by Drilling Crew with Other Equipment	20	HR	\$350.00	\$7,000.00
43	Extra Work by Drilling Crew without Drilling Equipment	20	HR	\$250.00	\$5,000.00
44	Standby Time, Rig and Crew onsite	20	HR	\$100.00	\$2,000.00
45	Standby Time, Rig and Crew offsite	20	HR	\$5.00	\$100.00
46	Machine Shop Welding	20	HR	\$125.00	\$2,500.00
47	Onsite Welding	20	HR	\$150.00	\$3,000.00
48	Furnish & Install 1" PVC Stilling Well - 60' to 80'	10	EA	\$500.00	\$5,000.00
49	Furnish & Install new SS Safety Cables - 60' to 80'	10	EA	\$500.00	\$5,000.00
50	Pump Maintenance	150	HR	\$100.00	\$15,000.00
51	Motor Maintenance	150	HR	\$100.00	\$15,000.00
52	Unidentified Parts Allowance	1	LS	\$2,500.00	\$2,500.00
53	Maintenance of Traffic	2	EA	\$1,000.00	\$2,000.00

<b>TOTAL</b> <i>Two million, eighty-nine thousand nine hundred fifty dollars</i>	<b>\$2,089,950.00</b>
--	-----------------------

BIDDER/CONTRACTOR understands and agrees that this is Unit Price Contract and that contractor will be paid based upon items and quantities actually performed and accepted by Owner. The Schedule of Values is provided for the purpose of Bid Evaluation and when initiated by Wellington, the pricing of change orders.

Quantities listed on the Schedule of Values are estimates only and are not to be construed as guaranteed work quantities. Bids will be evaluated based upon the total contract price. Balance of pricing shall be considered by OWNER in determining lowest, responsive, responsible bidders. CONTRACTORS/BIDDERS shall submit balanced bids. In order to meet the needs and the best interest of the Village of Wellington, awards may be made to multiple qualified vendors.

**Council**

Anne Gerwig, Mayor  
Michael J. Napoleone, Vice Mayor  
John T. McGovern, Councilman  
Michael Drahos, Councilman  
Tanya Siskind, Councilwoman

**Manager**  
Jim Barnes

December 5, 2023

Florida Design Drilling Corporation  
7733 Hooper Road  
West Palm Beach, FL 33411  
mike@fldrilling.com

RE: ITB# 202034 Wellfield Rehabilitation, Maintenance, and New Construction

Dear Mr. Black,

The current contract term will expire on December 7, 2023. Based on the Special Terms and Conditions of the above-mentioned bid documents, Wellington shall invoke a ninety (90) day extension through March 6, 2024. The time extension is noted within the Purchasing Manual as stated below:

***Extension of Contract***

*Extension of a contract shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. A contract may be extended where the terms of the contract provide for the extension or in circumstances deemed in the best interest of Wellington, such as the need for additional time to complete a new competitive solicitation process.*

**This ninety (90) day extension shall be under the same terms, conditions, and pricing through March 6, 2024.**

Sincerely,

Jeff Gomez  
Purchasing Supervisor  
(561) 791-4155  
[jgomez@wellingtonfl.gov](mailto:jgomez@wellingtonfl.gov)

**Council**

Anne Gerwig, Mayor  
Michael Drahos, Vice Mayor  
John T. McGovern, Councilman  
Michael J. Napoleone, Councilman  
Tanya Siskind, Councilwoman

**Manager**

Jim Barnes

February 26, 2023

Florida Design Drilling Corporation  
7733 Hooper Road  
West Palm Beach, FL 33411  
[mike@fldrilling.com](mailto:mike@fldrilling.com)

RE: ITB# 202034 Wellfield Rehabilitation, Maintenance, and New Construction

Dear Mr. Black,

Florida Design Drilling Corporation is an awardee for contract # 202034 Wellfield Rehabilitation, Maintenance, and New Construction. The Initial Term is set to expire on March 6, 2024 and allows for two (2) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the first renewal option through March 11, 2025 with the proposed price increases on the referenced ITB which is conditioned upon subsequent approval by Wellington Council.

Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by accepting this renewal, Awardee certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than \$1 million, Awardee further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If the Village determines, using credible information available to the public, that Awardee has submitted a false certification, the Village may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

The award/renewal is subject to provisions of State Statutes, Palm Beach County Commission on Ethics and Code of Ethics, and Wellington policies. All Awardees must disclose with their Renewal the name of any officer, director, or agent who is also a Wellington employee. Further, all Awardees must disclose the name of any Wellington employee who is employee in the Awardees firm or any of its branches.

If Awardee violates or is a party to a violation of the Wellington, Palm Beach County or Florida Code of Ethics with respect to this Renewal, Awardee may be disqualified from performing the work described in this Renewal or from furnishing the goods or services for which the Awardee submitted and shall be further disqualified from bidding on any future Proposals/Bids for work or for goods or services for Wellington. A copy of the Wellington, Palm Beach County Commission on Ethics and Code of Ethics and State Ethics Codes is available at the Wellington Clerk's Office, 12300 Forest Hill Boulevard, Wellington, FL 33414. By signing this Renewal Agreement, Awardee acknowledges no such conflict.



Compliance with F.S. 448.095 - Wellington requires all contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

AWARDEE shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. AWARDEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, AWARDEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

AWARDEE's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

***Please indicate acceptance of the renewal with the proposed price changes and return to my attention by March 1, 2024.*** If you should have any questions, please contact me or anyone else in the Purchasing Department.

Accept Renewal:	<u>Michael Black</u>	<u></u>	<u>2/26/2024</u>
	Printed Name/Title	Signature	Date
Reject Renewal:	<u></u>	<u></u>	<u></u>
	Printed Name/Title	Signature	Date

Thank you,  
Jeff Gomez  
561-791-4155  
[jgomez@wellingtonfl.gov](mailto:jgomez@wellingtonfl.gov)



### Price Increase Justification

Date: October 25, 2023

Project: ITB 202034 - Wellfield Rehabilitation, Maintenance and New Construction.

Subject: Price Increase Justification

To: Toral Shah Hertzberg, PE Senior Utility Engineer | Village of Wellington

Please accept this letter as notification in request for price increases on project ITB 202034. There have been significant price increases for parts and labor since the bid time (2020). Below is a spreadsheet showing the percentage increases on parts and labor from 2020 through 2023.

Sincerely,

*Miguel Lequerica*

Miguel Lequerica  
Project Manager  
Florida Design Drilling LLC  
954-234-0939  
miguel@fldrilling.com

**Florida Design Drilling Corporation**  
7733 Hooper Road, West Palm Beach, FL 33411  
561-844-2966  
State of Florida Water Well Contractor: 11148  
State of Florida General Contractor: 1522104

Florida Design Drilling Price Increase Justification					
Bid Item	Bid Time Price	2019-2020 Cost	Current Cost	% Increase in Cost	Updated Price
Remove Pump/Motor and Discharge Apparatus	\$ 2,500.00	Increased Labor	Increased Labor	17%	\$ 2,925.00
Install Pump/Motor and Discharge Apparatus	\$ 2,500.00	Increased Labor	Increased Labor	17%	\$ 2,925.00
Well Acidization Treatment with 32% HCL	\$ 5.00	\$ 2.61	\$ 4.55	74%	\$ 8.70
Remove Existing Well Screen and Riser Casing	\$ 35,000.00	Increased Labor	Increased Labor	17%	\$ 40,950.00
Remove surface casing, outer casing, inner casing using overdrill method, backfill borehole with gravel	\$ 35,000.00	Increased Labor	Increased Labor	17%	\$ 40,950.00
Furnish and Install 24-inch schedule 40 PVC well casing	\$ 150.00	\$ 57.00	\$ 168.00	195%	\$ 442.50
Furnish and Install 16-inch diameter stainless steel well screen	\$ 250.00	\$ 242.92	\$ 337.27	39%	\$ 347.50
Furnish and Install 16-inch diameter SDR17 PVC riser casing	\$ 100.00	\$ 70.00	\$ 136.00	94%	\$ 194.00
Furnish and Install 12-inch diameter stainless steel well screen	\$ 200.00	\$ 163.63	\$ 227.45	39%	\$ 278.00
Furnish and Install 12-inch diameter SDR17 PVC riser casing	\$ 100.00	\$ 36.35	\$ 75.00	106%	\$ 206.00
Airlift Development	\$ 200.00	Increased Labor	Increased Labor	17%	\$ 234.00
Jetting with Simultaneous Airlift Development	\$ 250.00	Increased Labor	Increased Labor	17%	\$ 292.50
Pump Development	\$ 250.00	Increased Labor	Increased Labor	17%	\$ 292.50
Step-Rate Testing	\$ 250.00	Increased Labor	Increased Labor	17%	\$ 292.50
Bacteriological Sampling and Clearance	\$ 150.00	\$ 220.00	\$ 257.00	17%	\$ 300.69
Florida Drilling Hourly Labor Pricing (Average of hourly employees)					
Year	2020	2021	2022	2023	Total % increase
Average Hourly Rate	\$ 16.70	\$ 17.14	\$ 18.90	\$ 19.52	17%



Miguel Lequerica &lt;miguel@fldrilling.com&gt;

**RE: Historical Pricing 2020-2023**

1 message

**David Thurner** <david@coleindustrial.com>

Mon, Oct 23, 2023 at 5:36 PM

To: Miguel Lequerica &lt;miguel@fldrilling.com&gt;

Cc: Brandon Holst &lt;brandon@fldrilling.com&gt;, David Thurner &lt;david@coleindustrial.com&gt;

Big changes from 2020 to now:

24" S40 BE PVC PIPE	PO# 20133 @ \$57.00/FT	Now \$168.00/FT
16" SDR17 CERTA-LOK	PO# 19262 @ \$70.00/FT	Now \$136.50/FT
12" SDR17 CERTA-LOK	PO# 19422 @ \$36.35/FT	Now \$75.00/FT

We do have stock on all the above sizes.

David Thurner

Cole Industrial

813-247-4900

**From:** Miguel Lequerica <miguel@fldrilling.com>**Sent:** Monday, October 23, 2023 3:43 PM**To:** David Thurner <david@coleindustrial.com>**Cc:** Brandon Holst <brandon@fldrilling.com>**Subject:** Historical Pricing 2020-2023

David,

Could I please have rates given to us on the following items from 2020 and 2023?

This is time sensitive and its for a contract renewal in which we use Cole to supply the parts:

- 24-inch schedule 40 PVC well casing
- 16-inch diameter SDR17 PVC riser casing
- 12-inch diameter SDR17 PVC riser casing

--



Remit To:Accounts Receivable  
Florida-Spectrum Environmental Services, Inc  
1460 W. McNab Road  
Fort Lauderdale, FL 33309  
Tel: 954.978.6400  
Fax: 954.978.2233

**INVOICE**  
**0100909**  
**10/29/2020**

**PO Number:** 19421

**Invoice To:**

FLADESIGNDRI  
Accounts Payable  
Florida Design Drilling Corp.  
7733 Hooper Road  
West Palm Beach, FL 33411

**Work Order:** 20J0879

**Report To:** Michael Black  
Florida Design Drilling Corp.

**Received:** 10/26/2020

**Project Manager:** Suresh (Bobby) Supan

**Bid:** Fla Design Drilling-2020

**Project Location:**

5 Day Well 9W-13

**Project Number:**

SW 18th St & SW 65th Ave. Boca Raton

Quantity	Analysis/Description	Matrix	Unit Price	Extended Price
<b>Florida-Spectrum Environmental Services, Inc</b>				
2	Total Coliform/E.Coli (PA) by Colilert	Water	\$50.00	\$100.00
<b>Additional Items</b>				
2	Field Test Profile		\$20.00	\$40.00
4	Sampling Labor Rate (per hr)		\$75.00	\$300.00

**Payment Due 11/30/2020**

**Total Amount Due:**

**\$440.00**

**E-MAIL INVOICE**  
**E-MAILED OCT 30 2020**

Customer agrees to provide written notification of any objections to this invoice within ten (10) days of invoice date. Customer agrees that payment will constitute full acceptance of the invoice as rendered and waiver any future claims pursuant to the provisions of Section 2-207 of the Uniforms Commercial Code. In the event this account must be placed for collection the client will be responsible for any and all collections fees, attorney fees, interest and court costs associated with recovery of the amount due.

**We accept all major credit cards.**

A 1.5% finance charge will be assessed on all invoices on which receipt of payment does not occur within 30 days.

**Florida-Spectrum Environmental Services Inc.**

1460 West McNab Road - Ft. Lauderdale, FL 33309 - Phone: (954) 978-6400 - Fax: (954) 978-2233

Spectrum Laboratories - 108 Airport Park Drive - Savannah, GA 31401 - Phone: (912) 238-5050 - Fax: (912) 234-4815

Pembroke Laboratory - 528 30th Street NE - Fort Meade, FL 33841 - Phone: (863) 285-8145 - Fax: (863) 285-7030

Big Lake Laboratory - 610 Parrot Avenue North - Unit B - Okeechobee, FL 34972 - Phone: (863) 763-3338 - Fax: (863) 763-1544

Lakeland Labs - 1910 Harden Blvd. - Suite 101 - Lakeland, FL 33803 - Phone: (863) 686-4271 - Fax: (863) 686-4389

Page 1 of 1



Aqseptence Group, Inc.  
1950 Old Hwy 8 NW  
New Brighton, MN 55112  
Tel no : 1-800-833-9473  
Fax no : 651 - 638 - 3132  
Tax ID #: 33 - 0764792

**Bill to address**

FLORIDA DESIGN DRILLING CORP  
7733 HOOPER ROAD  
WEST PALM BEACH FL 33411  
USA

**Ship to address**

FLORIDA DESIGN DRILLING CORP  
MIKE BLACK  
PHONE: 561-371-9985  
7733 HOOPER ROAD  
WEST PALM BEACH FL 33411  
USA

**Remit to address**

Aqseptence Group Inc.  
Dept. 3722  
PO Box 123722  
Dallas, TX 75312-3722

## Invoice

**Payment Information**

**Doc. No./Date** 90197565/ 05/14/2020  
**Delivery Note No./Date** 80168032/ 05/14/2020  
**Reference No./Date** Job 19432 Well 22/  
**Order No./Date** 159308/ 04/28/2020  
**Bill to** 10002930  
**Currency** USD  
**Ship to** 80004741  
**Entered by** Stacey Kochmann  
**Sales person name** Andre Fiedler

**Conditions**

**Payment** Up to 06/13/2020 without deduction

**Delivery** FCA New Brighton, MN

**Shipping conditions** US: Prepaid

ATTN: MIKE BALCK

**Invoice Details**

Item	Material Description	Quantity	UoM	Price	Value
000040	241694 MODEL, TYPE LDSS LARGE DIA SSWELLScreen **FITTING, MALE 12PS CERTA-LOK,316** Batch 1000303148 With Following Configuration: Size 12" PS, Construction High Flow 250' Constr Material = 316 SS Screen Length in Feet = 20.00, Slot 0.090 IN Top Fitting = Special Fitting SPX Top Fitting Part No. 290470 Bottom Fitting = Weld Ring Lifting Lugs Required (Y/N) ? No Following Batch Valuation: Batch Number 1000303148	1.000	EA	3,430.00 USD	3,430.00



**Doc. No./Date**  
90197565 / 05/14/2020

**Page**  
2

<b>Item</b>	<b>Material Description</b>	<b>Quantity</b>	<b>UoM</b>	<b>Price</b>	<b>Value</b>
000050	241694 MODEL, TYPE LDSS LARGE DIA SSWELLScreen Batch 1000303149 With Following Configuration: Size 12" PS, Construction High Flow 250' Constr Material = 316 SS Screen Length in Feet = 20.00, Slot 0.090 IN Top Fitting = Weld Ring Bottom Fitting = Weld Ring Lifting Lugs Required (Y/N) ? No Batch Number 1000303149	1.000	EA	2,863.00 USD	2,863.00
000060	241694 MODEL, TYPE LDSS LARGE DIA SSWELLScreen Batch 1000303349 With Following Configuration: Size 12" PS, Construction High Flow 250' Constr Material = 316 SS Screen Length in Feet = 20.00, Slot 0.090 IN Top Fitting = Weld Ring Bottom Fitting = Plate Bottom Lifting Lugs Required (Y/N) ? No Batch Number 1000303349	1.000	EA	2,883.00 USD	2,883.00
<b>Items total</b>					<b>9,176.00</b>
Tax Jur Code Level 1					550.56
Tax Jur Code Level 2					91.76
<b>Invoice Amount</b>					<b>USD 9,818.32</b>

Aqseptence Group, Inc., on behalf of its designated affiliates and subsidiaries (such term shall include any subsidiary, division or affiliate of Aqseptence Group, Inc. as designated (hereinafter Aqseptence Group)) will furnish requested equipment, materials or service (hereinafter Goods) to buyer. Such provision shall be governed by Aqseptence Group's terms and conditions published at : [www.aqseptence.com](http://www.aqseptence.com) (follow the link to Johnson Screens product page. The Terms and Conditions are located on the bottom right of the landing page) and/or that are forwarded with the order request (hereinafter Terms). These Terms shall control and govern all transactions between Buyer and Aqseptence Group, whether under subsequent verbal and/or written requests, unless subject to an express, duly executed agreement which is not a pre-printed form) for the particular subject matter effective either upon buyer signing the Terms or order confirmation or quote, or upon Aqseptence Group shipping the Goods or otherwise commencing performance, whichever occurs first. The Terms, together with the specifications, drawings and other requirements specified, constitutes the entire agreement between the parties, and all prior negotiations or proposals related thereto are superseded and of no effect. Any written confirmation by buyer containing additional or different terms from the Terms shall be of no effect, unless Aqseptence Group expressly agrees, in writing, to such additional or different terms.





Aqseptence Group, Inc.  
1950 Old Hwy 8 NW  
New Brighton, MN 55112  
Tel no : 1-800-833-9473  
Fax no : 651 - 638 - 3132  
Tax ID #: 33 - 0764792

**Bill to address**

FLORIDA DESIGN DRILLING CORP  
7733 HOOPER ROAD  
WEST PALM BEACH FL 33411  
USA

**Ship to address**

FLORIDA DESIGN DRILLING CORP  
MIKE BLACK  
PHONE: 561-371-9985  
7733 HOOPER ROAD  
WEST PALM BEACH FL 33411  
USA

**Remit to address**

Aqseptence Group Inc.  
Dept. 3722  
PO Box 123722  
Dallas, TX 75312-3722

## Invoice

**Payment Information**

**Doc. No./Date** 90195935/ 04/23/2020  
**Delivery Note No./Date** 80166717/ 04/23/2020  
**Reference No./Date** 19362 NSID WELL/  
**Order No./Date** 158249/ 04/07/2020  
**Bill to** 10002930  
**Currency** USD  
**Ship to** 80004741  
**Entered by** Stacey Kochmann  
**Sales person name** Andre Fiedler

**Conditions**

**Payment** Up to 05/23/2020 without deduction

**Delivery** FCA New Brighton, MN

**Shipping conditions** US: Prepaid and Add

ATTN: MIKE BLACK

**Invoice Details**

Item	Material Description	Quantity	UoM	Price	Value
000010	241694 MODEL, TYPE LDSS LARGE DIA SSWELLScreen **FITTING, MALE 16PS CERTA-LOK,316** Batch 1000301108 With Following Configuration: Size 16"PS/18"Tel, Construction High Flow 250' Constr Material = 316 SS Screen Length in Feet = 20.00, Slot 0.080 IN Top Fitting = Special Fitting SPX Top Fitting Part No. 1972091 Bottom Fitting = Weld Ring Lifting Lugs Required (Y/N) ? No Following Batch Valuation:	1.000	EA	4,150.00 USD  19362 52111 PA#7	4,150.00





**Doc. No./Date**  
90195935 / 04/23/2020

**Page**  
2

<b>Item</b>	<b>Material Description</b>	<b>Quantity</b>	<b>UoM</b>	<b>Price</b>	<b>Value</b>
	Batch Number 1000301108				
000020	241694 MODEL, TYPE LDSS LARGE DIA SSWELLScreen Batch 1000301109 With Following Configuration: Size 16"PS/18"Tel, Construction High Flow 250' Constr Material = 316 SS Screen Length in Feet = 20.00, Slot 0.080 IN Top Fitting = Weld Ring Bottom Fitting = Weld Ring Lifting Lugs Required (Y/N) ? No	1.000	EA	3,816.00 USD	3,816.00
	Batch Number 1000301109				
000030	241694 MODEL, TYPE LDSS LARGE DIA SSWELLScreen Batch 1000301110 With Following Configuration: Size 16"PS/18"Tel, Construction High Flow 250' Constr Material = 316 SS Screen Length in Feet = 20.00, Slot 0.080 IN Top Fitting = Weld Ring Bottom Fitting = Plate Bottom Lifting Lugs Required (Y/N) ? No	1.000	EA	4,016.00 USD	4,016.00
	Batch Number 1000301110				
000040	289556 SHIPPING AND HANDLING -8% ALLOWANC-\$1000 With Following Configuration:	1.000	EA	1,640.00 USD	1,640.00
<b>Items total</b>					<b>13,622.00</b>
Tax Jur Code Level 1		6.000	%		817.32
Tax Jur Code Level 2		1.000	%		136.22
<b>Invoice Amount</b>				<b>USD</b>	<b>14,575.54</b>

Aqseptence Group, Inc., on behalf of its designated affiliates and subsidiaries (such term shall include any subsidiary, division or affiliate of Aqseptence Group, Inc. as designated (hereinafter Aqseptence Group) will furnish requested equipment, materials or service (hereinafter Goods) to buyer. Such provision shall be governed by Aqseptence Group's terms and conditions published at: [www.aqseptence.com](http://www.aqseptence.com) (follow the link to Johnson Screens product page. The Terms and Conditions are located at the bottom right of the landing page) and/or that are forwarded with the order request (hereinafter Terms). These Terms shall control and govern all transactions between Buyer and Aqseptence Group, whether under subsequent verbal and/or written requests, unless subject to an express, duly executed agreement which is not a pre-printed form) for the particular subject matter effective either upon buyer signing the Terms or order confirmation or quote, or upon Aqseptence Group shipping the Goods or otherwise commencing performance, whichever occurs first. The Terms, together with the specifications, drawings and other requirements specified, constitutes the entire agreement between the parties, and all prior negotiations are proposals related thereto are superseded and of no effect. Any written confirmation by buyer containing additional or different terms from the Terms shall be of no effect, unless Aqseptence Group expressly agrees, in writing, to such additional or different terms.



# INVOICE

CUSTOMER NO.

11387

DATE

4/28/2021

NUMBER

5026157

Page 1 of 1

DATE SHIPPED

4/28/2021

ASSOCIATED NO.

623083

PHONE: (813) 623-1274

FAX: (813) 622-7167

S  
O  
L  
D  
T  
O  
Florida Design Drilling Corp  
7733 Hooper Rd  
West Palm Beach, FL 33411  
USA

S  
H  
I  
P  
T  
O  
Florida Design Drilling Corp  
7733 Hooper Rd  
West Palm Beach, FL 33411  
USA

CUSTOMER ORDER NUMBER		F.O.B.	SHIPPED VIA	[1108TM] SALES AGENT	TERMS
Verbal/Brandon		Delivered	Meka	Tim Makinster	Nct 30 Days
UNITS	PACKAGE	DESCRIPTION	TOTAL QUANTITY	UNIT PRICE	AMOUNT
3.00	2650 # Tote	Hydrochloric Acid, 31% - 20BE (2AC005T310L.2 Hydrochloric Acid, 31-32% Technical Grade Solution	7950.00 #	0.2700 #	2,146.50
Merchandise Total					2,146.50
Fuel Surcharge					40.00
Taxes					150.26
We appreciate your business.					
PLEASE REMIT TO: Florida Chemical Supply, Inc. 6810 E. Chelsea Street Tampa, FL 33610 USA				TOTAL	2,336.76

PLEASE PAY  
THIS AMOUNT



CUSTOMER NO.

11387

Page 1 of 1



6810 E. Chelsea Street  
Tampa, FL 33610 USA  
Tax ID Number: 59-2037685

**INVOICE**

DATE

NUMBER

2/14/2023

5032558

DATE SHIPPED

ASSOCIATED NO.

2/14/2023

630085

PHONE: (813) 623-1274

FAX: (813) 622-7167

S  
O L D  
T O  
Florida Design Drilling Corp  
7733 Hooper Rd  
West Palm Beach, FL 33411  
USA

S  
H I P  
T O  
Florida Design Drilling Corp (FLOK)  
Project: SFWMD C-38N ASR Test Wells  
30201 FL-78  
Okeechobee, FL 34974  
USA

CUSTOMER ORDER NUMBER

21061

F.O.B.

Delivered

SHIPPED VIA

Supplier Truck

[1100KH]

SALES AGENT

Kieffer Harris

TERMS

Net 30 Days

UNITS

PACKAGE

DESCRIPTION

TOTAL QUANTITY

UNIT PRICE

AMOUNT

48400.00

1 # Bulk

Hydrochloric Acid, 31% - 20BE (2AC005T310L.0  
Hydrochloric Acid, 31-32% Technical Grade  
Solution

48400.00 #

0.4700 /#

22,748.00

Merchandise Total

22,748.00

Fuel Surcharge

45.00

Taxes

1,592.36

We appreciate your business.

PLEASE REMIT TO: Florida Chemical Supply, Inc.  
6810 E. Chelsea Street  
Tampa, FL 33610 USA

TOTAL

24,385.36

PLEASE PAY  
THIS AMOUNT





Remit To:Accounts Receivable  
Florida-Spectrum Environmental Services, Inc  
1460 W. McNab Road  
Fort Lauderdale, FL 33309  
Tel: 954.978.6400  
Fax: 954.978.2233

**INVOICE**  
3090778  
09/26/2023

**Invoice To:**  
FLADESIGNDRI  
Accounts Payable  
Florida Design Drilling Corp.  
7733 Hooper Road  
West Palm Beach, FL 33411

OCT 02 2023

**E-MAIL INVOICE**

**Project Location:**  
Well 10

**ONE AT A TIME**

**PO Number:** 20362

**Work Order:** 23H1131  
**Report To:** Miguel Lequerica  
Florida Design Drilling Corp.

**Received:** 08/30/2023  
**Project Manager:** Suresh (Bobby) Supan  
**Bid:** Fla Design Drilling-CPP

**Project Number:**  
Forest Hills Blvd & Stribling Way, WP.

Quantity	Analysis/Description	Matrix	Unit Price	Extended Price
<b>Florida-Spectrum Environmental Services, Inc</b>				
1	Total Coliform/E.Coli (PA) by Colilert	Water	\$56.00	\$56.00
<b>Additional Items</b>				
1	Field Test Profile		\$21.00	\$21.00
2	Sampling Labor Rate (per hr)		\$90.00	\$180.00

**Payment Due 10/26/2023**

**Total Amount Due: \$257.00**

Customer agrees to provide written notification of any objections to this invoice within ten (10) days of invoice date. Customer agrees that payment will constitute full acceptance of the invoice as rendered and waives any future claims pursuant to the provisions of Section 2-207 of the Uniforms Commercial Code. In the event this account must be placed for collection the client will be responsible for any and all collections fees, attorney fees, interest and court costs associated with recovery of the amount due.

**We accept all major credit cards.**

A 1.5% finance charge will be assessed on all invoices on which receipt of payment does not occur within 30 days.

Florida-Spectrum Environmental Services Inc.

1460 West McNab Road - Ft. Lauderdale, FL 33309 - Phone: (954) 978-6400 - Fax: (954) 978-2233

Spectrum Laboratories - 108 Airport Park Drive - Savannah, GA 31401 - Phone: (912) 238-5050 - Fax: (912) 234-4815

Pembroke Laboratory - 528 30th Street NE - Fort Meade, FL 33841 - Phone: (883) 285-8145 - Fax: (883) 285-7030

Big Lake Laboratory - 610 Parrot Avenue North - Unit B - Okeechobee, FL 34972 - Phone: (883) 763-3336 - Fax: (883) 763-1544

Lakeland Labs - 1910 Harden Blvd. - Suite 101 - Lakeland, FL 33603 - Phone: (883) 686-4271 - Fax: (883) 686-4389 Page 1 of 1



**Johnson  
Screens**

Johnson Screens, Inc.  
1950 Old Hwy 8 NW  
New Brighton, MN 55112  
Tel no : 1-800-833-9473  
Fax no : 651 - 638 - 3132  
Tax ID #: 33 - 0764792

**Bill to address**

FLORIDA DESIGN DRILLING CORP  
7733 HOOPER ROAD  
WEST PALM BEACH FL 33411  
USA

**Ship to address**

FLORIDA DESIGN DRILLING CORP  
PHONE: 561-844-2966  
7733 HOOPER ROAD  
WEST PALM BEACH FL 33411  
USA

**Remit to address**

Johnson Screens, Inc.  
Dept. 3722  
PO Box 123722  
Dallas, TX 75312-3722

## Invoice

**Payment Information**

**Doc. No./Date** 90283873/ 06/07/2023  
**Delivery Note No./Date** 80240672/ 06/07/2023  
**Reference No./Date** 16PS-316SS/20133 PBC/  
**Order No./Date** 228097/ 05/15/2023  
**Bill to** 10002930  
**Currency** USD  
**Ship to** 80004741  
**Entered by** Sandra A Nelson  
Andre Fiedler

**Conditions**

**Payment** Up to 2023-07-07 without deduction

**Delivery** FCA New Brighton, MN

**Shipping conditions** US: Prepaid and Add

\*\*\* GLOBALLY SOURCED MATERIAL \*\*\*

**Invoice Details**

Item	Material Description	Quantity	UoM	Price	Value
000010	241694 MODEL, TYPE LDSS LARGE DIA SSWELLScreen **TOP FITTING: MALE 16PS CERTA-LOK,316 SS 7.50 LG** Batch 1000431997 With Following Configuration: Size 16"PS/18"Tel, Construction High Flow 250' Constr Material = 316 SS Screen Length in Feet = 20.00, Slot 0.090 IN Top Fitting = Special Fitting SPX Top Fitting Part No. 1972091 Bottom Fitting = Weld Ring Lifting Lugs Required (Y/N) ? No Cleaned & Bagged = No Following Batch Valuation: Batch Number	1.000	EA	6,210.00 USD	6,210.00



Doc. No./Date  
90283873 / 06/07/2023

Page  
2

Item	Material Description	Quantity	UoM	Price	Value
000020	1000431997 241694 MODEL, TYPE LDSS LARGE DIA SSWELLScreen Batch 1000431998 With Following Configuration: Size 16"PS/18"Tel, Construction High Flow 250' Constr Material = 316 SS Screen Length in Feet = 20.00, Slot 0.090 IN Top Fitting = Weld Ring Bottom Fitting = Weld Ring Lifting Lugs Required (Y/N) ? No Cleaned & Bagged = No Batch Number 1000431998	1.000	EA	5,022.00 USD	5,022.00
000030	241694 MODEL, TYPE LDSS LARGE DIA SSWELLScreen Batch 1000431999 With Following Configuration: Size 16"PS/18"Tel, Construction High Flow 250' Constr Material = 316 SS Screen Length in Feet = 20.00, Slot 0.090 IN Top Fitting = Weld Ring Bottom Fitting = Plate Bottom Lifting Lugs Required (Y/N) ? No Cleaned & Bagged = No Batch Number 1000431999	1.000	EA	5,194.00 USD	5,194.00
000040	289556 SHIPPING AND HANDLING With Following Configuration:	1.000	EA	2,500.00 USD	2,500.00
<b>Items total</b>					<b>18,926.00</b>
Tax Jur Code Level 1		6.000	%		1,135.56
Tax Jur Code Level 2		1.000	%		175.00
<b>Invoice Amount</b>				<b>USD</b>	<b>20,236.56</b>

Johnson Screens, Inc., on behalf of its designated affiliates and subsidiaries (such term shall include any subsidiary, division or affiliate of Johnson Screens, Inc. as designated (hereinafter Johnson Screens) will furnish requested equipment, materials or service (hereinafter Goods) to buyer. Such provision shall be governed by Johnson Screens's terms and conditions published at: [www.johnsonscreens.com](http://www.johnsonscreens.com). The Terms and Conditions are located on the bottom right of the landing page and/or are forwarded with the order request (hereinafter Terms). These Terms shall control and govern all transactions between Buyer and Johnson Screens whether under subsequent verbal and/or written requests, unless subject to an express, duly executed agreement which is not a pre-printed form for the particular subject matter effective either upon buyer signing the Terms or order confirmation or quote, or upon Johnson Screens shipping the Goods or otherwise commencing performance, whichever occurs first. The Terms, together with the specifications, drawings and other requirements specified, constitutes the entire agreement between the parties, and all prior negotiations are proposals related thereto are superseded and of no effect. Any written confirmation by buyer containing additional or different terms from the Terms shall be of no effect, unless Johnson Screens expressly agrees, in writing, to such additional or different terms.

## AGREEMENT

THIS AGREEMENT is dated and will be effective on the 1<sup>st</sup> day of January in the year 2021, by and between the **VILLAGE OF WELLINGTON**, a Florida municipal corporation, through its Village Council, (hereinafter referred to as "Owner" or "Village"), and **FLORIDA DESIGN DRILLING CORPORATION** a Florida Profit Corporation (hereinafter referred to as "Contractor"), having its principal office at 7733 Hooper Road for **Wellfield Rehabilitation, Maintenance and New Construction** (hereinafter referred to as the "Project") in accordance with the Contract Documents, hereinafter defined.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 – SCOPE OF WORK

The Contractor will provide all materials, supervision, light, power, transportation, labor, tools and equipment necessary to complete the work in strict accordance with the Contract Documents as defined in Article 2 of this Agreement, and perform all work that is reasonably inferable therefrom as being necessary to accomplish the intent of the Contract Documents, and as required by the manufacturer's specifications and all applicable laws, ordinances and rules and regulations of any governing authority including but not limited to the requirements of the Florida Building Code and any amendments thereto. The work to be performed shall hereinafter be referred to as the "Work".

The Work is generally described as follows: The rehabilitation, maintenance, and new well construction for the Village of Wellington Surficial Aquifer System wellfield and existing production wells. Scope shall be generated, phase by phase, by the Village as needed.

### ARTICLE 2 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between Owner and Contractor concerning the Work, consist of the following:

- 2.1 This Agreement;
- 2.2 Addenda numbers: NONE
- 2.3 General Conditions attached hereto as **Exhibit "A"**;
- 2.4 Signing Authority to Agreement attached hereto as **Exhibit "B"**;
- 2.5 Drawings, plans or technical specifications are attached hereto as **Exhibit "C"**;
- 2.6 Performance Bond and Payment Bonds in the forms attached hereto as **Exhibit "D"** which shall be in compliance with Fla. Stat. § 255.05 (plus Power of Attorney Forms as applicable);
- 2.7 Notice of Award attached hereto as **Exhibit "E"**;
- 2.8 Sales Tax Recovery Program Special Conditions For Owner Furnished Materials and Equipment attached hereto as **Exhibit "F"**;
- 2.9 Contractor's Schedule of Values attached as **Exhibit "G"**;
- 2.10 Contractor's Certificate(s) of Insurance attached hereto as **Exhibit "H"**;
- 2.11 Warranty Forms attached hereto as **Exhibit "I"**;
- 2.12 Form of Certificate of Substantial Completion attached hereto as **Exhibit "J"**;
- 2.13 Form of Application for Payment attached hereto as **Exhibit "K"**;
- 2.14 Form of Bill of Sale, Absolute attached hereto as **Exhibit "L"**;
- 2.15 Form of Contractors affidavit to Owner and Final Release of Liens, attached hereto as **Exhibit "M"**;
- 2.16 Contractor's Forms and Misc. Requirements attached hereto as **Composite Exhibit "N"**;

## VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETING DATE: May 9, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: 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.

SUMMARY OF ITEM: Joseph W. Walsh & Indiantown Property Holdings, LLC, (“Applicants”) are seeking a recommendation of approval from the Village Council for a large-scale comprehensive plan amendment from Rural Density to Commercial Waterfront 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 large-scale comprehensive plan amendment Application CPA 24-009.

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

The Village Council recommended unanimously to approve the amendment at a public hearing held March 14, 2024.

In accordance the 2023 Florida Statutes [ss.163.3184](#), staff consulted with applicable third parties on March 21, 2024, requesting a response within 30 days. Consultees included Florida Commerce, FDOT, Martin County, the State Historic Preservation Office, Treasure Coast Regional Planning Council, FDEP, and SFWMD. The Village has received no objections from those entities that have responded.

Final action is now required by Village Council now the consultation process has been completed.



PREPARED BY: Deanna Freeman, Community & Economic Development  
Director

DATE:  
4/25/2024

**ATTACHMENTS:**

**Description**

Village Council Staff Report

Ordinance No. XX-2024

Public Notice Advertisement

Mailing /Posting Public Notice Affidavit

Presentation



## Village of Indiantown Planning, Zoning & Appeals Board Staff Report

<b><u>Application Number</u></b>	CPA 24-009 (Joseph W. Walsh & Indiantown Property Holdings, LLC Comprehensive Plan Amendment)
<b><u>Hearing Date</u></b>	May 9, 2024
<b><u>Property Owner/ Applicant</u></b>	Joseph W. Walsh & Indiantown Property Holdings, LLC
<b><u>Applicant Representative</u></b>	Tyson Waters, Esq. Fox McCluskey, 3461 SE Willoughby Blvd. Stuart, FL 34994
<b><u>Village Coordinator</u></b>	Deanna Freeman, Community & Economic Development Director
<b><u>Village Reviewers</u></b>	Deanna Freeman, Community & Economic Development Director Tom Jensen, P.E., Kimley-Horn, Inc. Patrick Nolan, Public Works & Utilities Director Wade Vose, Village Attorney
<b><u>Applicant Request</u></b>	

Application No. CPA 24-009, REQUEST FOR APPROVAL OF A LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT (CPA) OF THREE CONTIGUOUS PARCELS OF LAND FOR APPROXIMATELY 116.16-ACRES OF LAND 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 for a Large-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. A concurrent request for a voluntary annexation was approved by the Village Council on March 28, 2024. A concurrent request to rezone the property is included as a separate staff report, draft Ordinance, and agenda item.

### **Property Information**

**Location:** The approximately 116.16-acre subject property is located south of SW Citrus Boulevard, north of SW Kanner Highway, and immediately 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. Prior to the second Village Council public hearing consultation comments are requested from reviewing agencies. Within 10 working days after 2nd Village Council public hearing transmit to the State. The State responds with comments ahead of the amendment becoming effective.

The application has been noticed in accordance with the provisions and requirements of 2023 Florida Statutes Chapter 171.044.

**Application Materials Submittals Include:**

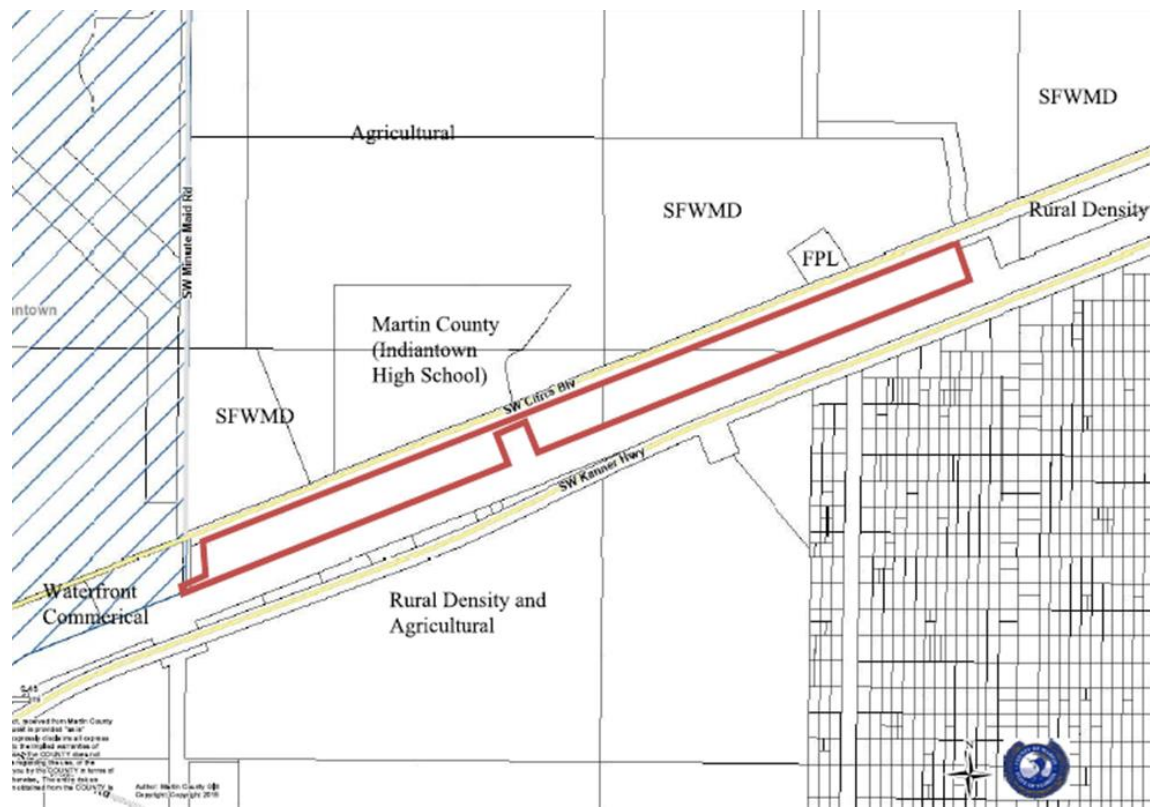
1. Comprehensive Plan Amendment Application.
2. Development application.
3. Boundary Surveys.
4. Narrative & Justification Statement.
5. Description of Surrounding Properties & Uses.
6. Maps.
7. Deeds.
8. Legal Description.
9. Narrative.
10. Traffic Analysis.
11. Exhibits.

**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 Large-scale comprehensive plan amendment (CPA) for three contiguous parcels.

**Current Use:** The property is vacant, with no building structures, improved roads or other developed features located on the site.

### **Municipal Boundary Map:**

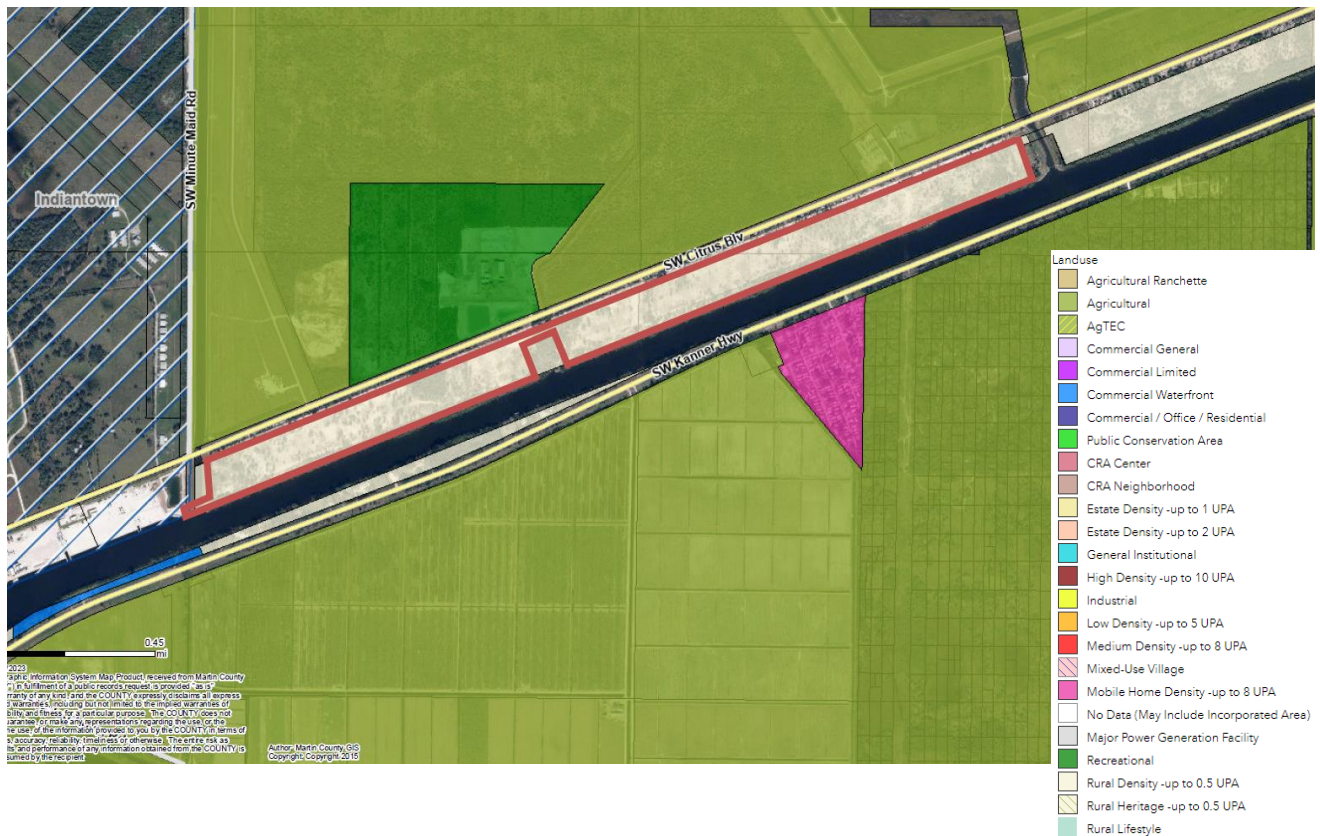


### **Future Land Use & Zoning**

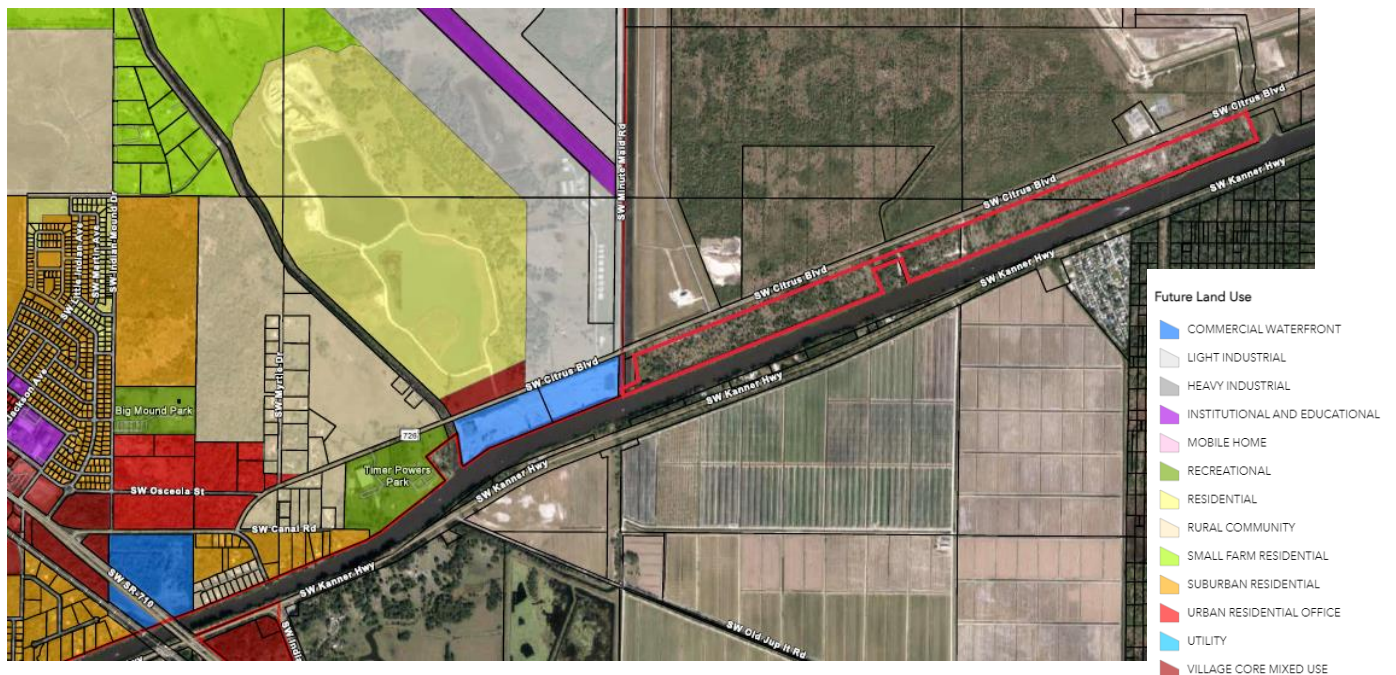
The subject property has a Martin County Future Land Use designation of Rural Density and a zoning district designation of A-2, Agriculture. The current land use and zoning district designation are inconsistent. Any development on the vacant subject property triggering a development application would 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 is requesting a Voluntary Annexation into the Village of Indiantown, and a concurrent Large-Scale future land use amendment to Commercial Waterfront, consistent with property west 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 and voluntary annexation.



## Current Future Land Use Martin County: Rural Density

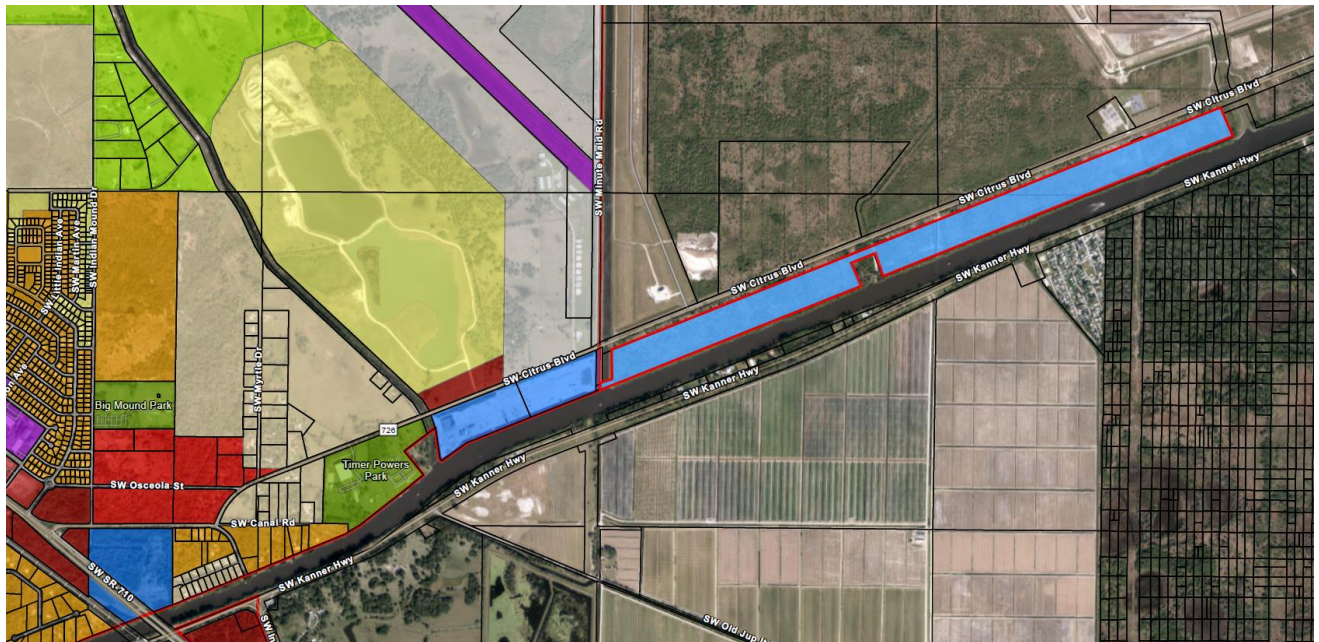


## Current Future Land Use Map Village of Indiantown





## Proposed Future Land Use: Commercial Waterfront



### Staff Analysis

#### **Surrounding Land Use, Zoning & Existing Use:**

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.

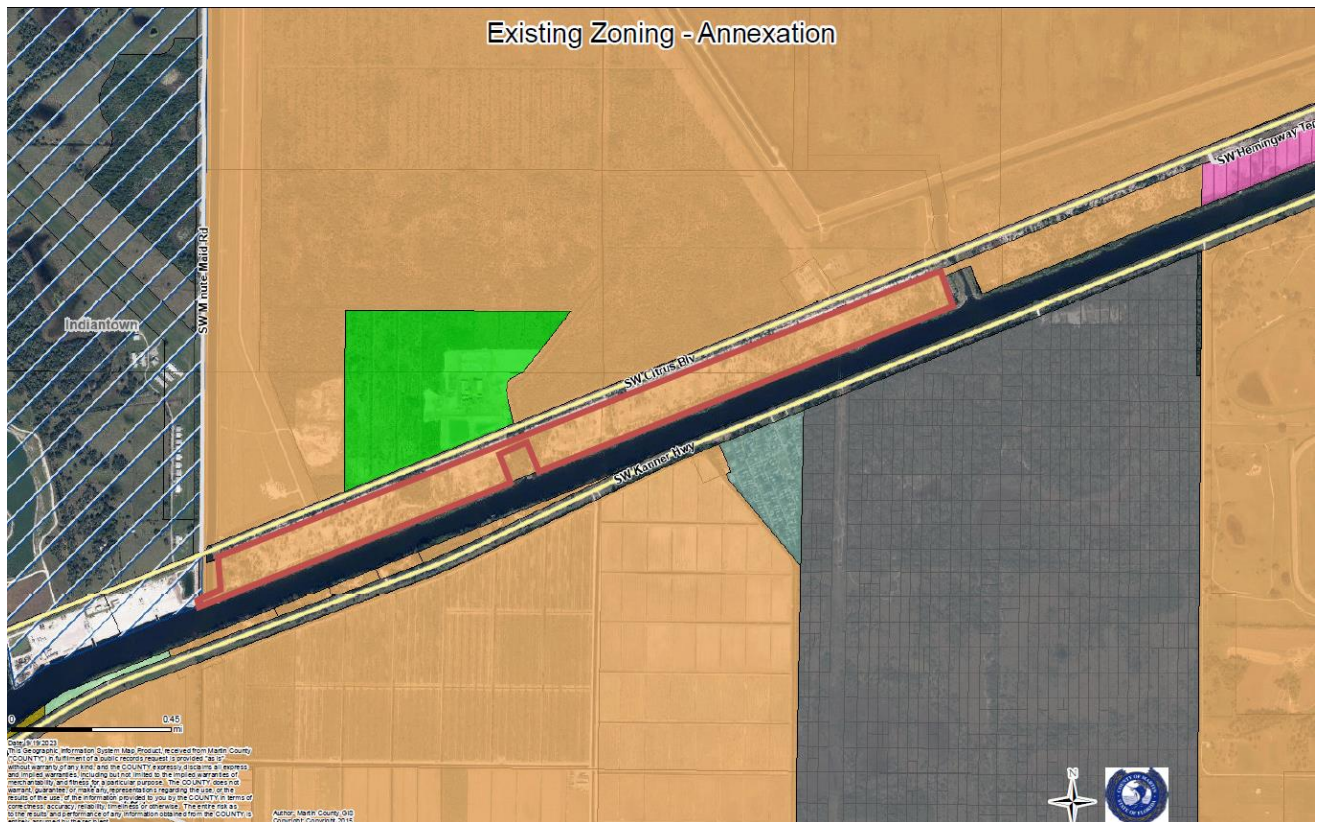
South of the subject property is the St. Lucie Canal with residential and agricultural lots on the opposite side of the canal as unincorporated Martin County lands. East of the subject property there are several vacant lots within unincorporated Martin County. While southeast of the subject property, 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.

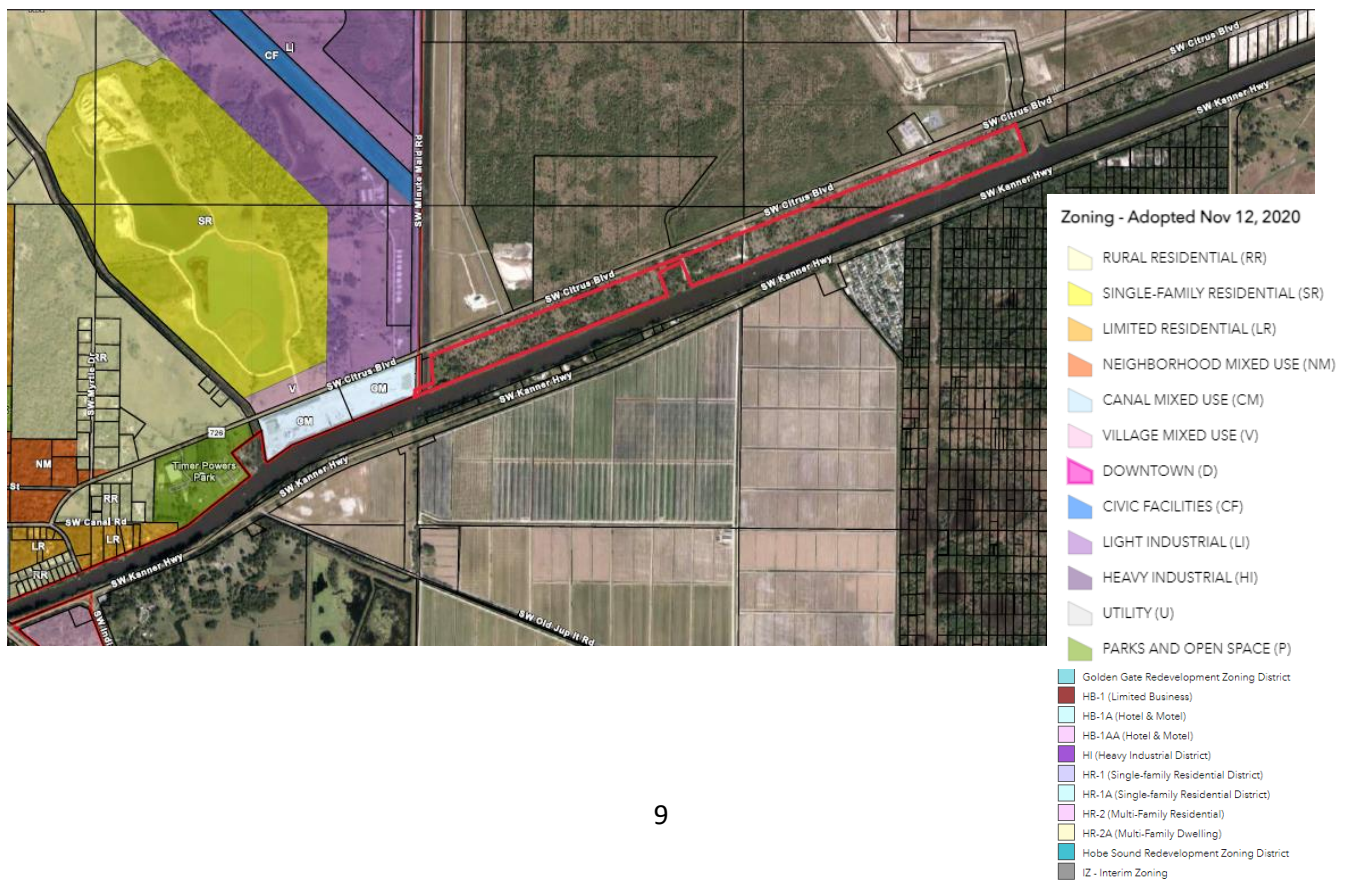
<b>Direction</b>	<b>Future Land Use</b>	<b>Zoning</b>	<b>Existing Use</b>
Site:	Rural Density	A-2	Vacant
North:	Agricultural Recreational Agricultural	A-2 PR A-2	SFWMD lands – Agricultural Indiantown Highschool FP&L
East:	Rural Density		Vacant lands
South:	St. Lucie Canal Commercial Waterfront Rural 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. The newly constructed Indiantown High School, located north of SW Citrus Blvd and the subject property, is well served by existing public infrastructure, including provision of a 12' watermain and 6' force main piping to accommodate water and sewer provisions. 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, demonstrating established roadway infrastructure is in place.

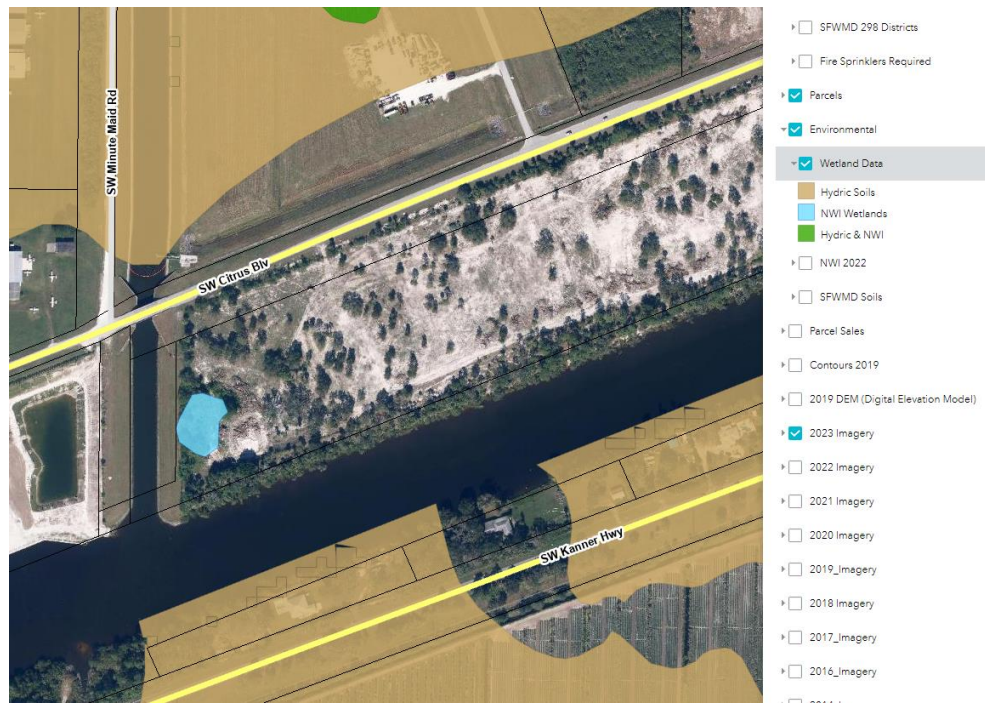
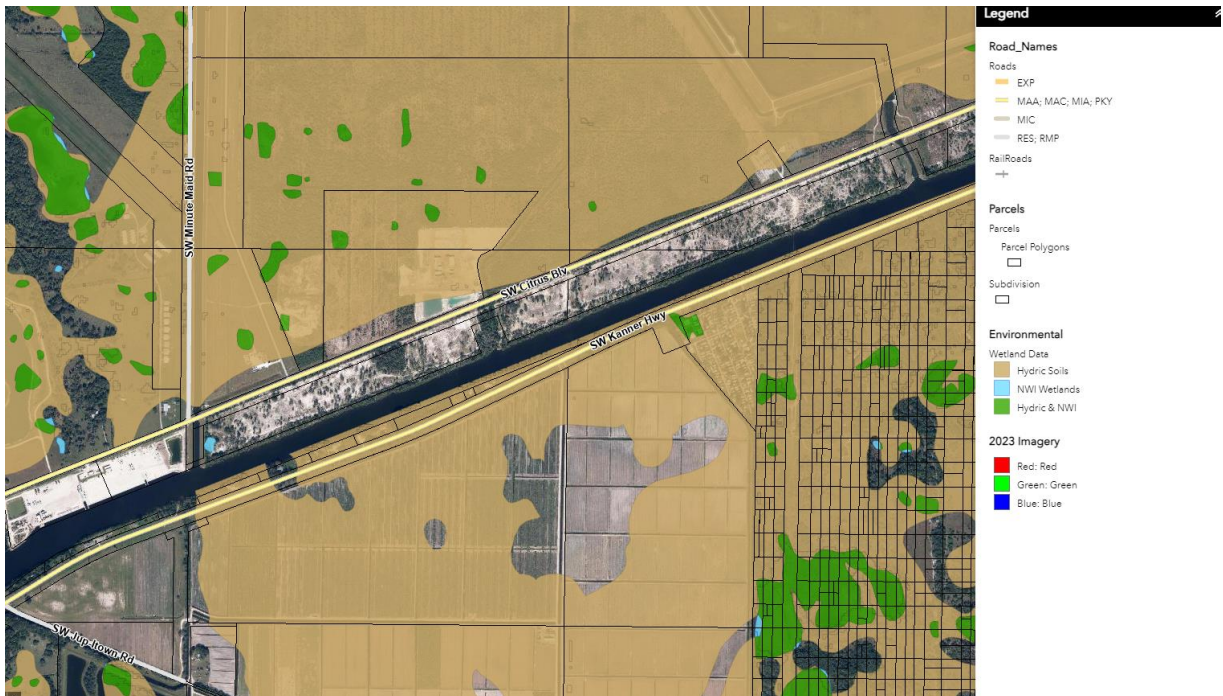
## Environmental Considerations

### Wetlands, soils, and hydrology

The soils on the subject property are 53—Udorthents, 0 to 35 percent slopes according to Martin County Maps, and South Florida Water Management District (SFWMD). 53—Udorthents, 0 to 35 percent slopes have no Hydric soil rating. SFWMD Categorization of County Soil Survey Data within SFWMD Including Natural Soils Landscape Positions, (NSLP) provides a description of the classification of the Soil Survey Geographical Data Base (SSURGON) for NSLP #11 Urban or Made Lands. This is described by SFWMD as Urban or made land areas have been altered, excavated, or disturbed and no longer have their natural morphological soil features. These soils no longer function as they did in their original state, so there is little information available. The seasonal high-water table varies by site and is usually controlled to inhibit flooding of developed areas. Common soils of this landscape position include Arents, Matlacha, Pits, Udorthents, and Urban Land.

Wellfield Protection: The property is not within or near a wellfield protection zone.

The Martin County GIS mapping system identifies a potential National Wetland Inventory area along the western boundary of the subject property, directly adjacent to the eastern edge of the Village of Indiantown boundary. Any development of the subject property will require detailed environmental assessment and protection of existing wetlands in accordance with the provisions of SFWMD and DEP.





## **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 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 requires a mandatory rezoning from A-2, Agriculture to RE-2A, Rural Estate District, consistent with the Rural Density Future Land Use designation. The applicant is requesting 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 and voluntary annexation.

## **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 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 Commercial Waterfront will provide for variety of marina and water-related uses and services including, but not limited to, commercial docking, boat slips and launches, marine equipment and boat sales, resorts, restaurants, shops, and more intense marine services such as boat repair and construction. The subject property is located along accessible waterfront sites with the potential to satisfy the unique location, market, and resource needs of water-dependent, marine service/industrial uses. Furthering opportunities for the Village of Indiantown to accommodate economic growth and opportunities and expand on existing water-based activities with potential elements including provision of educational, cultural,



recreational and waterfront based commercial, industrial and employment opportunities for the community and applicable industries.

**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:** The approximately 116.16-acre subject property is located south of SW Citrus Boulevard abutting the property, as a minor arterial road. While SW Kanner Highway, as a major arterial roadway, is further south of the St. Lucie Canal. Immediately east of the existing boundaries of the Village of Indiantown. Vehicular access to the property would be accommodated off SW Citrus Boulevard while the properties' location on the St. Lucie Canal, provides an opportunity for deep water access to both coasts of Florida as an accessible waterfront. To the immediate west of the subject property are lands designated with the proposed future land use, Commercial Waterfront, and marine industrial operations are already established. The recently developed Indiantown Highschool is also located to the north of the subject property.

**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 the application submission and review by the Village's Development Review Colleagues prior to approval of a site plan for the subject property. Infrastructure is already in place and serving the newly constructed Indiantown Highschool to the north of the subject property.

**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.**

**No.** The request to amend the future land use to Commercial Waterfront will provide for variety of marina and water-related uses and services including, but not limited to,

commercial docking, boat slips and launches, marine equipment and boat sales, resorts, restaurants, shops, and more intense marine services such as boat repair and construction.

**(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.**

**No.** The subject property is proposed to be located within the municipal boundary of the Village of Indiantown with the proposed Commercial Waterfront land use designation being consistent with existing land use designations immediately abutting the subject property to the east, offering an expansion and continuation of marine based activities on lands with waterfront location 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.**

**No.** The location of the subject property offers a continuation of established development patterns to the east of the subject property. The property is not isolated and will not create a ribbon pattern of radial strip of development. General development patterns include a mix of land uses as per the detailed breakdown included in the staff report and include the newly constructed Indiantown Highschool to the north and an established industrial marina to the west.

**(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.**

**No.** Any protection measures required will be in accordance with Comprehensive Plan Policies, Land Development Regulations and third-party reviews included SFWMD and FDEP. 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 not located within a wellfield 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.**

**No.** Adjacent agricultural areas or activities will not be impacted by the proposed land use amendment. Existing lands to the north, owned by SFWMD and Martin County will continue to be maintained and protected by such entities.

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

**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.**

**No.** The site will be 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.**

**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.**

**No.** The subject property will be located within the Village of Indiantown municipal boundary with lands abutting the property already developed as a marine based industry with the same future land use and zoning district as is proposed.

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

**No.** The property will be within the Village of Indiantown boundary.

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

**No.** Development of the subject property would be in accordance with the Commercial Waterfront land use designation and Canal Mixed-Use zoning district designation. Allowable uses in such designations include marinas with docking facilities of all types, boatyards, boating-related sales and repair, restaurants, and retail. Hotels and residential uses are also permitted is associated with a mixed-use project.

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

**No.** Approval of the requested land use to Commercial Waterfront strengthens accessibility with linked and related land uses to the immediate 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.**

**No.** The subject property is vacant and is not classified as functional open space. Future development of the subject property would require retention of open space as part of any development plan approval.

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. The property is to be included within the Village of Indiantown municipal boundary. A land use amendment to Commercial Waterfront accommodates economic growth through provision of additional opportunities for water dependent uses within the Village of Indiantown. Further expanding on the established development patterns and use to the immediate west 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 will be located within the Village of Indiantown where provision of public infrastructure and services is established within the Village. The Traffic Study provided confirms the directional distribution was prepared for the proposed conditions for the PM Peak Hour, with a total of 339 trips. Just as the existing, 100% of the trips generated from Indiantown Parcel will access Citrus Boulevard (CR 726) between SR710 and Greenridge Lane, with 50% heading in each direction. Any additional provision or extension would be the subject of review and approval of revisions at Site Plan approval. The proposed amendment would allow for a cost-effective development process, utilizing existing public infrastructure and services available within the Village of Indiantown and currently serving the Indiantown Highschool, located to the north of the subject property.

- (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 Commercial Waterfront may accommodate a mix of uses in an area of the Village well served by existing roadways, the St. Lucie Canal, and the established development patterns within the Village of Indiantown. The site plan review stage development would be designed to provide pedestrian, vehicular, and bicycle access.

Development of the subject property would be in accordance with the Commercial Waterfront land use designation and Canal Mixed-Use zoning district

designation. Allowable uses in such designations include marinas with docking facilities of all types, boatyards, boating-related sales and repair, restaurants, and retail. Hotels and residential uses are also permitted is associated with a mixed-use project.

**(IV) Promotes conservation of water and energy.**

**Staff Review & Analysis:** Not applicable.

**(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. Any existing agricultural areas within proximity to the site will continue to be protected and have additional safeguards regarding lands to the north owned by SFWMD.

**(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 to create a parcel with a Marine Waterfront Land Use offers an opportunity to balance land use provision mirroring the existing land use on lands to the east of the subject property and providing additional opportunities for marine/waterfront dependent uses within the Village.

**(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 will be located within the Village of Indiantown, as an established urban area with services available. Services are also



available to accommodate the recently constructed Indiantown Highschool, located to the north of the subject property within Martin County's jurisdiction. Development of the subject property will require site plan approval, including any applicable review by SFWMD and DEP regarding environmental matters. Development of the subject property will also require the property owner/applicant to request adequate public facilities reservation. This will ensure any development of the property identifies capacity at the site plan review stage ahead of any potential approvals ahead of construction on the property.

### **Policy L3.2.2 Future Land Use Map Amendments: Facility Evaluation**

The Future Land Use Map and any amendments to the Future Land Use Map shall be evaluated by an analysis of the availability of facilities and services.

### **Policy L4.1.2 Facilitate Economic Growth**

The Village of Indiantown shall consider the need for job creation, capital investment, and economic development that will strengthen and diversify the community's economy when developing the Future Land Use Map or when evaluating amendments to the Future Land Use map.

**Staff Review & Analysis:** Amending the future land use map to Commercial Waterfront provides an opportunity to accommodate employment-based opportunities with the development of the site in accordance with the marine based uses that would be afforded to the property. Utilizing a property with deep-water access expands on existing activities and uses situated to the immediate west of the subject property.

### **Policy L6.1.14 Commercial Waterfront Future Land Use**

Commercial Waterfront Future Land Use provides for variety of marina and water-related uses and services including, but not limited to, commercial docking, boat slips and launches, marine equipment and boat sales, resorts, restaurants, shops, and more intense marine services such as boat repair and construction. Residential uses may be allowed as part of a mixed-use project. The Land Development Regulations will include zoning standards for specific uses consistent with Commercial Waterfront Future Land Use.

**Intensity and Density:** This is a mixed-use land use category. The maximum Floor Area Ratio (FAR) is 3.0 for Marine Commercial Waterfront Future Land Use. Residential uses shall be allowed in the Commercial Waterfront Future Land Use designation as part of a mixed-use project. For mixed use projects, the residential density shall not

exceed 20 units per gross acre. A hotel/motel density shall not exceed 30 units per gross acre.

Location: This land use is located along accessible waterfront sites with the potential to satisfy the unique location, market and resource needs of water-dependent, marine service/industrial uses.

Special Conditions: The Land Development Regulations will include additional development standards for the more intense marine services uses in the Commercial Waterfront Land Use category to ensure the stability of adjacent and nearby residential areas and to avoid or mitigate potential impacts to surrounding parcels.

**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 Commercial Waterfront is considered a suitable for the following reasons:

- A land use designation is required when property is annexed into the Village to address any inconsistencies with Martin County land use designation.
- Location of the subject property on St. Lucie Canal offering deep water access to both coasts of Florida.
- Lands adjacent to the property already have a Commercial Waterfront land use designation.
- The proposed land use designation provides opportunity for the Village of Indiantown to encourage additional marine and waterfront-based uses in an area of the Village where such use is already established and operating immediately adjacent and abutting the subject property.
- In accordance with the Commercial Waterfront land use designation, an amendment of the future land use on the subject property will utilize lands located along accessible waterfront, as a unique location, accommodating market and resource needs of a water-dependent, marine service/industrial use.

### **Summary of Impact Analysis**

Review of existing and available capacity was undertaken based on a concurrent request for a Voluntary Annexation into the Village of Indiantown. Approval of an annexation requires a corresponding and consistent land use and zoning district map designations to also be considered in conjunction with including the property within the Village of Indiantown. A summary of the review and/or general statements were provided in various parts of the applicant's submission statement and staff reports ahead of transmittal for review to third parties.

Staff considered the request for a Large-Scale Comprehensive Plan Amendment in relation to existing land use and zoning map designation patterns within proximity to the subject property, with emphasis on what existing development activities and availability of existing and future infrastructure, including roads, to serve future development. The subject property being located within established development patterns to the west, including an existing Marina, with deep water access, has been classified as a predominantly urban environment with no distinction of primary or secondary urban service areas, and where connection to existing services and utilities, access to parks and amenities, are available. Please refer to the staff report provided for a more detailed review and description of the subject property in relation to surroundings.

### **Existing Land Use – Analysis of Thresholds for Development**

The existing Martin County Rural Density land use designation does not afford policy provision for future development on the subject property to connect to any available water and sewer utilities. The property is located outside of the County's defined primary and secondary urban service districts where, without a Comprehensive Plan Amendment, development opportunities and access to services are limited to well and septic provisions. Other service provisions such as emergency, waste management, schools, parks, recreation, beach, etc. are all required provisions whether the property is within the County or Village of Indiantown jurisdiction.

The Voluntary Annexation into the Village of Indiantown requires a concurrent amendment to the future land use map and zoning district designations, removing the Rural Density land use designation and maximum density thresholds, and requiring connection to the Village's water and sewer supply as a priority, in accordance with SFWMD Regional Water Supply Planning.

Rural Density Existing Future Land Use - allows for developing one unit per 2 acres on the 116.16-acre property. This equates to a maximum of 58 residential homes based on the existing land use designation. A mandatory zoning change would be required ahead of the review and approval of any site plan were the land to remain within Martin County's jurisdiction.

### **Proposed Future Land Use**

The proposed future land use designation, Commercial Waterfront, does allow (subject to site plan review and approval) a multitude of uses in accordance with a concurrent zoning change designation to Canal Mixed-Use. Attached is a list of permitted uses available as options, subject to the approval of the requested land use and zoning change designations.

The site area of the subject property is 116.16 acres which affords the property the opportunity to accommodate up to 2,323 residential units based on a gross density

calculation. The proposed Commercial Waterfront future land use designation and Canal Mixed-Use zoning district designation only permit residential use on the subject property as part of a mixed-use project, based on a maximum density of up to 20 units per acre.

The proposed land use and zoning district designation also lists a hotel as permitted use, with a maximum density threshold of 30 units per acre. A Commercial Waterfront future land use designation and Canal Mixed-Use zoning district designation on the 116.16-acre property, would allow of a maximum of 3,484 units associated with a hotel proposal, based on the gross density thresholds.

The applicant submitted a traffic study and was required to plan for development scenarios afforded to the subject property with the existing Rural Density land use and proposed Waterfront Commercial Village future land use designation. As the permitted use list is extensive for a Canal Mixed-Use project, and any proposed residential development element would be required to be considered as part of a mixed-use development, the traffic study provided realistic analysis based on the type of development likely to be accommodated as the next steps in the development process. The applicant included considerations regarding best fit, maximum development potential with an emphasis on marina with boat slip and restaurant, hotel with restaurant and dry storage building with marina office and restaurant facilities. Numbers included in the traffic study are the following:

- Hotel with 350 rooms.
- Marina with dry boat storage with 750 berths/slips.
- General office building: 50,000 square feet.
- High Turnover Sit Down Restaurant 20,000 square feet.

Staff review of capacity was also based on additional steps and provisions required at the site plan design and construction stages in a project. The applicant is required to prepare and submit any future site plan application for any proposed use and development thresholds, a request for adequate public facilities reservation to accommodate any proposal, and detailed traffic study specific to the proposal, would be required. Payment for connection to water (ERC'S) and calculation and payment of impact fees would also be required during site plan review and approval and collected at the building permit stage. Development scenarios were therefore considered as a policy exercise at the land use map amendment stage and included practical elements such as proximity to existing water and sewer lines, access to all other utilities. Proximity to existing established services and development patterns within the Village, and the access to infrastructure in relation to the newly constructed Indiantown High School (with extensive infrastructure improvements made to serve that use), were all taken into consideration.

No development may be accommodated on the subject property without adequate public facilities, services, and infrastructure capacity being provided to maintain an adopted level of service within the Village of Indiantown.

### **Mandatory Facilities Summary of Review:**

The following is offered as additional information pertaining to capacity considerations regarding mandatory facilities:

**Water & Sewer:** The Village of Indiantown owns and operates the existing water and sewer plants located within the Village. Any future development on the subject property would require the applicant to commit to connecting to water and sewer as part of a site plan review and approval process. Water and Sewer existing recently constructed infrastructure was confirmed in conjunction with services extended to accommodate the recently constructed Indiantown High School.

SFWMD has reviewed and offered no objection to the requested Large Scale Comprehensive Plan Amendment. The review confirms the proposed amendment does not appear to adversely impact water resources within the District. A requirement regarding Regional Water Supply Planning did advise the Village that a Water Supply Facilities Work Plan is required to be prepared and adopted to cover the next 10 years or more regarding water projections. The Village is working with SFWMD to be able to complete this task.

**Drainage:** Review of soil maps, environmental considerations, and future design and development considerations were undertaken by Village Staff. No objections were raised at this policy stage in the process. Further extensive reviews and recommendations would be made by staff regarding proposed infrastructure, ensuring compliance with finished floor elevations, and other applicable local and state statutes.

**Transportation:** The subject property is located on the east side of Citrus Boulevard, adjacent to the C-44 Canal, abutting the existing boundary of the Village of Indiantown. The applicant provided a Traffic Study, reviewed, and accepted by staff as part of the review process. This confirmed the proposed land use amendment is not expected to result in any negative impacts to the area and no roadway improvements are required. Review of the Martin County 2018 Public Facilities Analysis also confirmed that Citrus Boulevard is not called out as having peak hour directional volumes that exceed its generalized service capacity for the next 5 years. A more detailed review at the site plan stage would require specific numbers and data based on the actual development proposed. Impact and Mobility fee assessments will be applied to any future site plan proposal. Development scenarios pertaining to permitted use(s) and development thresholds realistic to the subject property, have been provided by the applicant, reviewed, and accepted by staff.



**Sanitary Sewer Services:** The Village owns and operates a Water Wastewater Treatment Plant within the Village's jurisdiction. Any existing and future use of the existing plant provisions will be reviewed and approved by the Village as part of a site plan review process. Existing and planned service provisions are considered acceptable by the Village based on development scenarios provided and proximity to existing recently approved and constructed infrastructure currently serving the Indiantown High School, within proximity to the subject property.

**Waste Management Services:** Current and future capacity is served by Okeechobee landfill, which has 150-year capacity.

**Stormwater Management:** No objections at the policy review analysis stage. Any future development will be subject to detailed stormwater management plans, civil plans, and will be required to be designed and constructed in accordance with Statue Statutes regarding finished floor elevations and stormwater events.

**Parks:** The proposed annexation into the Village provides access to parks within that jurisdiction in addition to the developed active parklands within Martin County.

**Fire Rescue:** Provided by Martin County in accordance with an Interlocal Agreement with provision made to the Village. This agreement will remain in effect when the property is developed with impact and mobility fees being calculated to take into account any increase in service requirements.

**Schools:** A School Impact Assessment will be required as part of the site plan review process with any applicable impact fees being required to be paid to the Martin County School District at the building permit phase in the permit.

**Beaches:** The levels of service will remain dependent on calculations provision for the Village as part of Martin County.

**Libraries:** The levels of service will remain dependent on calculations provision for the Village as part of Martin County.

### **Overall Staff Findings**

The request to consider a Large-Scale Comprehensive Plan from the Martin County designation of Rural Density to the Village of Indiantown Commercial Waterfront Land Use designation is considered consistent with the adjacent and abutting land use pattern to the immediate west of the subject property.

Staff finds the proposed Large-scale Comprehensive Plan Amendment to be in accordance with the Village's Comprehensive Plan and applicable Land Development Regulations.

### **Staff Recommendation**

Village Staff recommends approval of the Large-Scale Comprehensive Plan amendment.

### **PZAB Recommendation**

The PZAB/LPA recommended approval 4 to 1, with one PZAB board member absent.

### **Village Council Recommendation – 1<sup>st</sup> Reading**

The Village Council recommended unanimously to approve the amendment at a public hearing held March 14, 2024.

### **Third Party Consultation Process (2023 Florida Statutes [ss.163.3184](#))**

In accordance the 2023 Florida Statutes [ss.163.3184](#), staff consulted with applicable third parties on March 21, 2024. Consultees were required to respond within 30 days of receipt of the request with any comments ahead of the second public hearing before the Village Council. Consultees included Florida Commerce, FDOT, Martin County, the State Historic Preservation Office, Treasure Coast Regional Planning Council, FDEP, and SFWMD. The Village has received no objections from those entities that have responded.

### **Village Council Decision – 2<sup>nd</sup> Reading**

The Village Council is now requested to make a final decision on the request for a large-scale comprehensive plan amendment as a second reading.

### **Attachments**

- Attachment A – Application Materials.
- Attachment B – Draft Ordinance with Legal Description.
- Attachment C – Public Notice Ad.
- Attachment D – Copy of Certified Notice to Martin County Board of County Commissioners.
- Attachment E - Third party consultation responses.

**VILLAGE OF INDIANTOWN, FLORIDA**

**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, 03-40-39-000-00030-2, 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.**

**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 for a comprehensive plan future land use map amendment pursuant to Section 163.3184, Florida Statutes, concerning the Subject Property from the current County Rural Density land use designation to the Village Commercial Waterfront 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 on March 14<sup>th</sup>, 2024 and May 9<sup>th</sup>, 2024, 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 County Rural Density land use designation to the Village Commercial Waterfront 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.** In accordance with Section 163.3184(3)(c)(4), Florida Statutes, the comprehensive plan amendment set forth herein shall not become effective until 31 days after the state land planning agency notifies the City that the plan amendment package is complete. If timely challenged, the comprehensive plan amendment set forth in this Ordinance shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted comprehensive plan amendment to be in compliance with controlling state law.

**PASSED** on first reading on the 14<sup>th</sup> day of March, 2024.

**ADOPTED** on second reading on the 9th day of May, 2024.

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



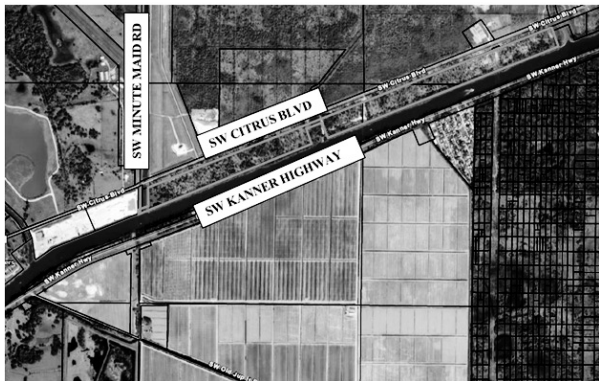
# NOTICE OF FUTURE LAND USE CHANGE AND ZONING CHANGE

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

**ORDINANCE NO. 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.

**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, 03-40-39-000-000-00030-2, 02-40-39-000-000-00050-9, 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.

A public hearing on the ordinances will be held on Thursday, May 9, 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  
Published: May 1, 2024.

May 9, 2024



## MAILING/POSTING PUBLIC NOTICE AFFIDAVIT

Application No. CPA-24-009, RZ-14-010

Date of Planning, Zoning, and Appeals Board / Village Council Meeting: May 9<sup>th</sup> 2024

Mailing Date: No less than 10 Days prior to the Public Hearing/Meeting: April 29<sup>th</sup> 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 April 26, 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 May 2<sup>nd</sup>, 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](http://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 2<sup>nd</sup> day of May, 2024.

  
\_\_\_\_\_  
Signature of Applicant or Authorized Agent

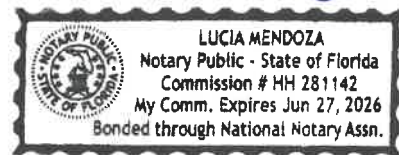
STATE OF FLORIDA:

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 2<sup>nd</sup> day of May, 2024.

Notary Public in and for the State of Florida



STAFF USE:

Date/Time submitted: MAY 02 2024 Verified by: Lucia Mendoza/Planning Assistant

PLEASE NOTE: Village of Indiantown 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](http://www.indiantownfl.gov)



# NOTICE

## PUBLIC MEETING OF THE VILLAGE OF INDIANTOWN

**VILLAGE COUNCIL PUBLIC HEARING: May 9, 2024 – 6:30 PM**

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

CASE #'s:	CPA-24-009, RZ-24-010
CASE NAME:	Joseph W. Walsh
CASE TYPE:	Assign Village Land Use and Zoning Designations
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 a Large- Scale Comprehensive Plan Amendment and Rezoning of the subject property. A Voluntary Annexation was approved by Village Council on March 28, 2024, of three contiguous parcels of lands approximately 116.16+/- acres into the municipal boundaries 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 772-597-8269, 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

Large-Scale Comprehensive Plan Amendment

No. CPA 24-009

Village of Indiantown, Florida

Village Council Meeting 5-9-2024

# Applicant Request

Applicant request by Joseph W. Walsh & Indiantown Property Holdings, LLC for approval of approval of a large-scale comprehensive plan amendment for the 116.16-acre subject property from Rural Density future land use designation to Commercial Waterfront future land use designation.





# Property Location

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

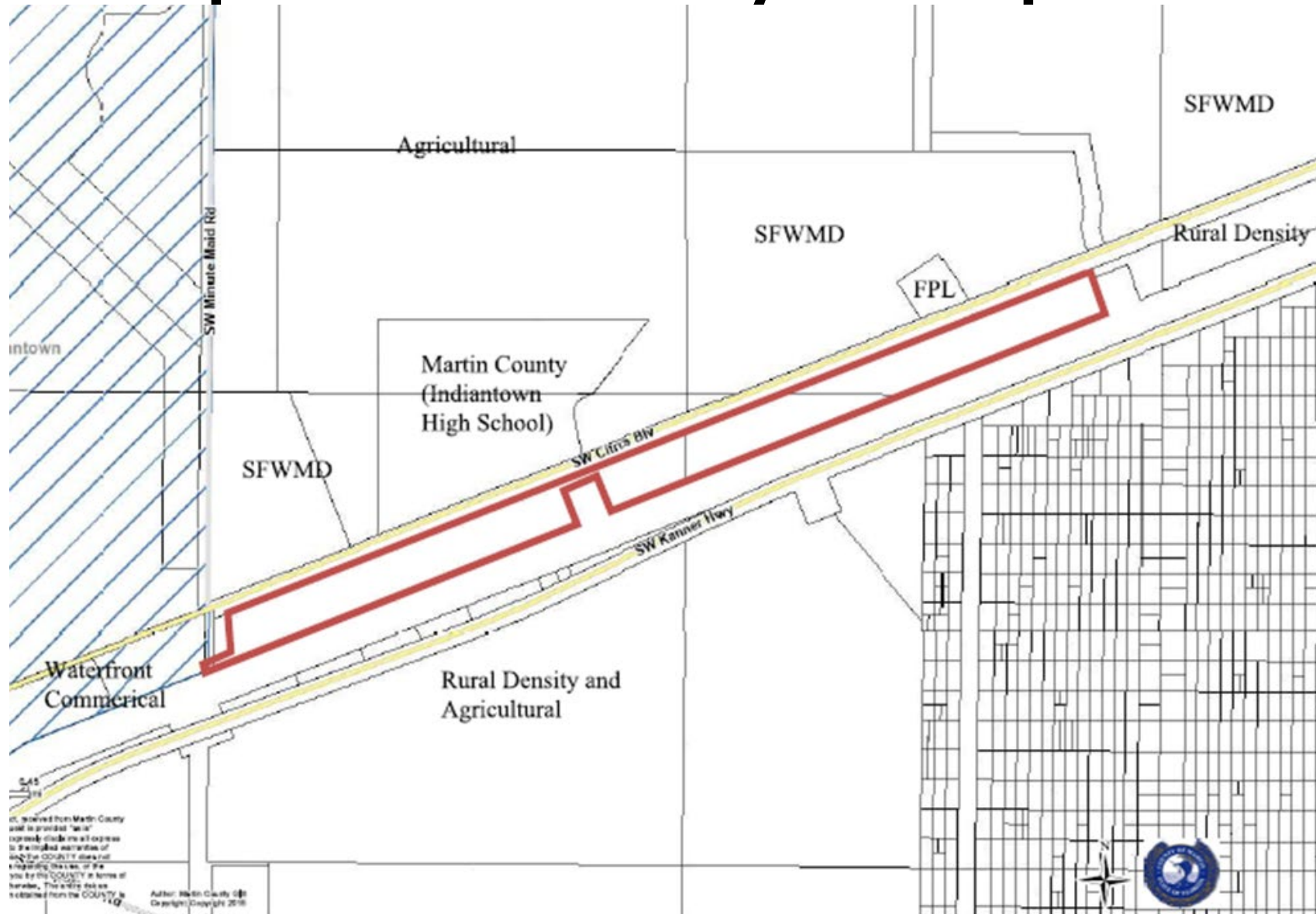
PCN: 03-40-39-000-000-00030-2  
02-40-39-000-000-00050-9  
35-39-39-000-000-00040-4

Acreage: 116.16-acres



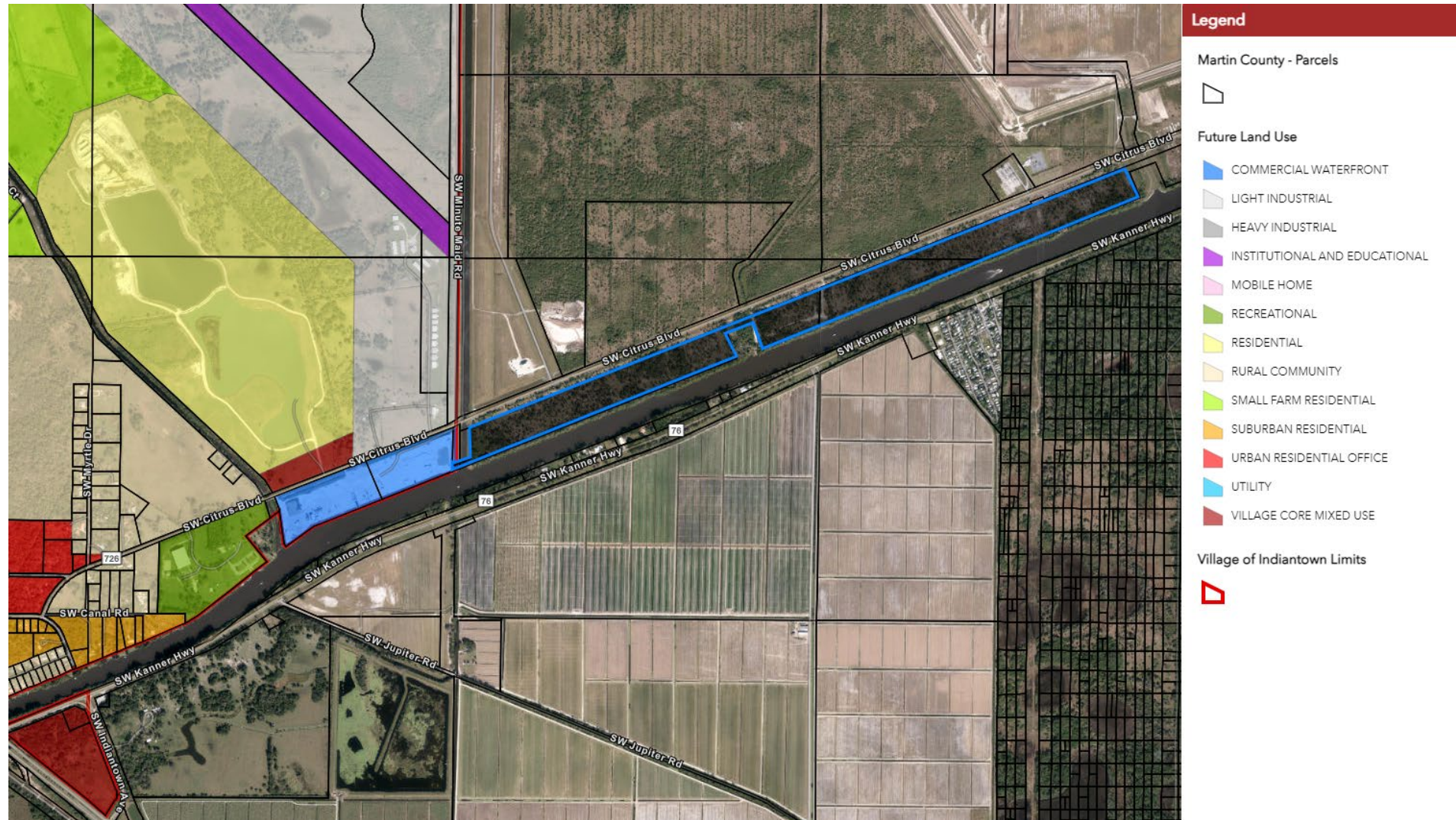


# Municipal Boundary - Proposed





# Existing Land Use – Village



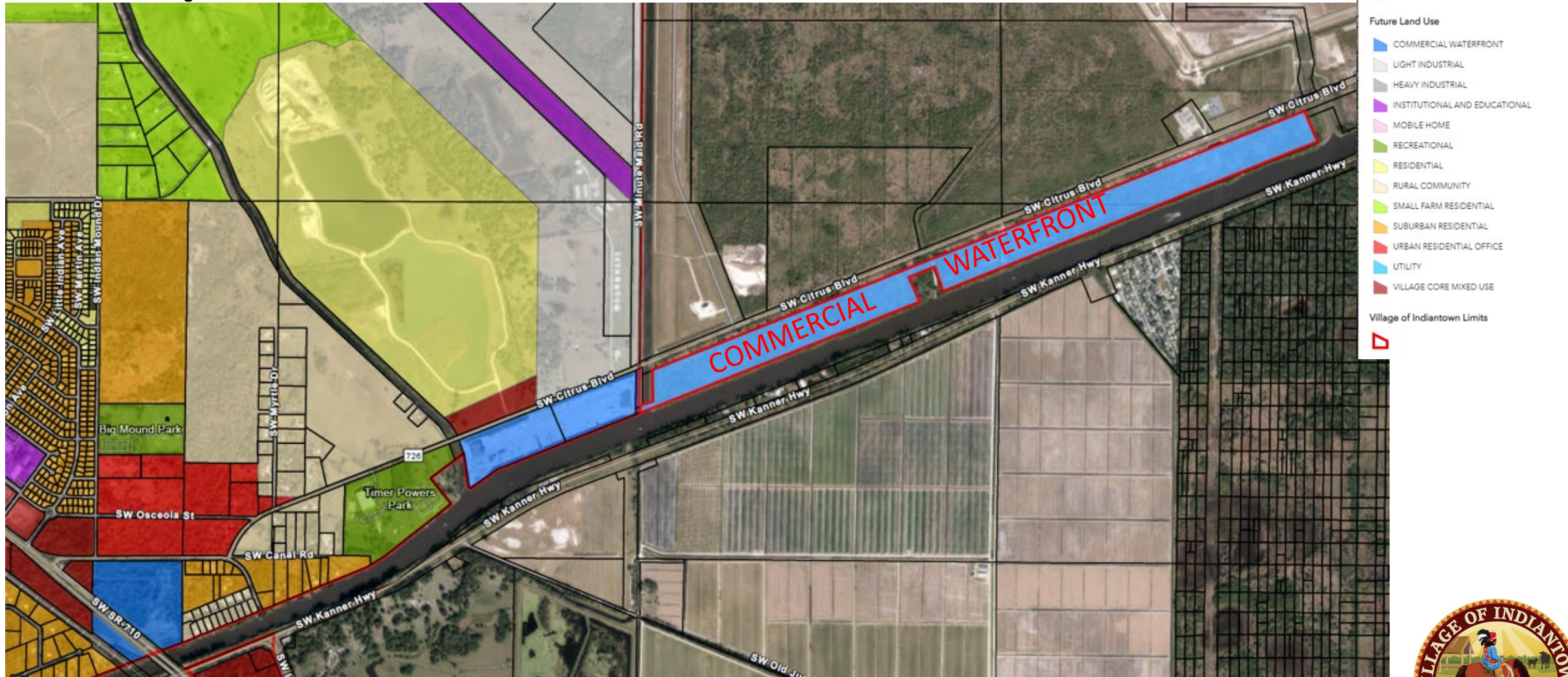


# Existing Land Use – Martin County





# Proposed Land Use

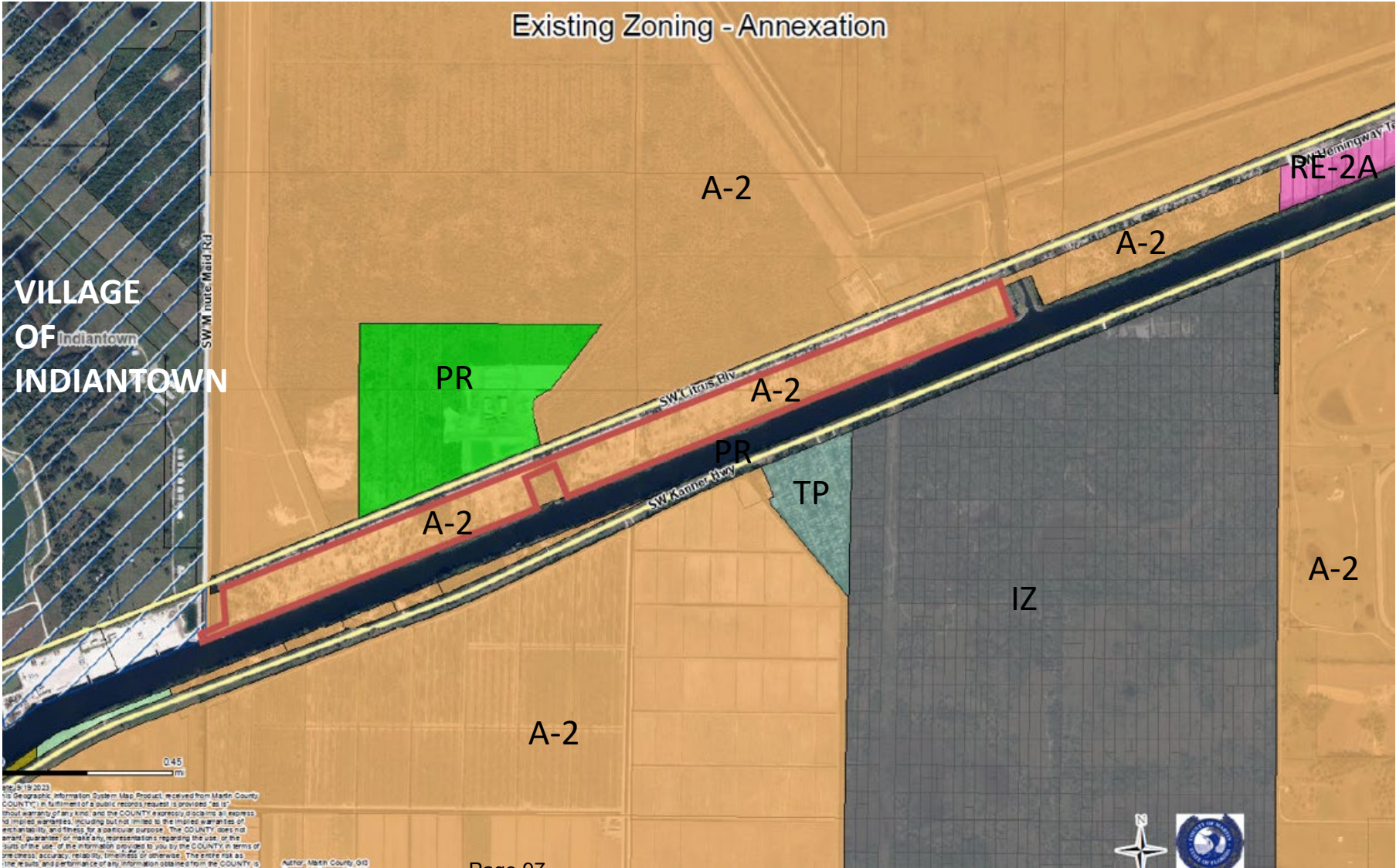


## Commercial Waterfront





# Existing Zoning – Martin County





# Proposed Zoning



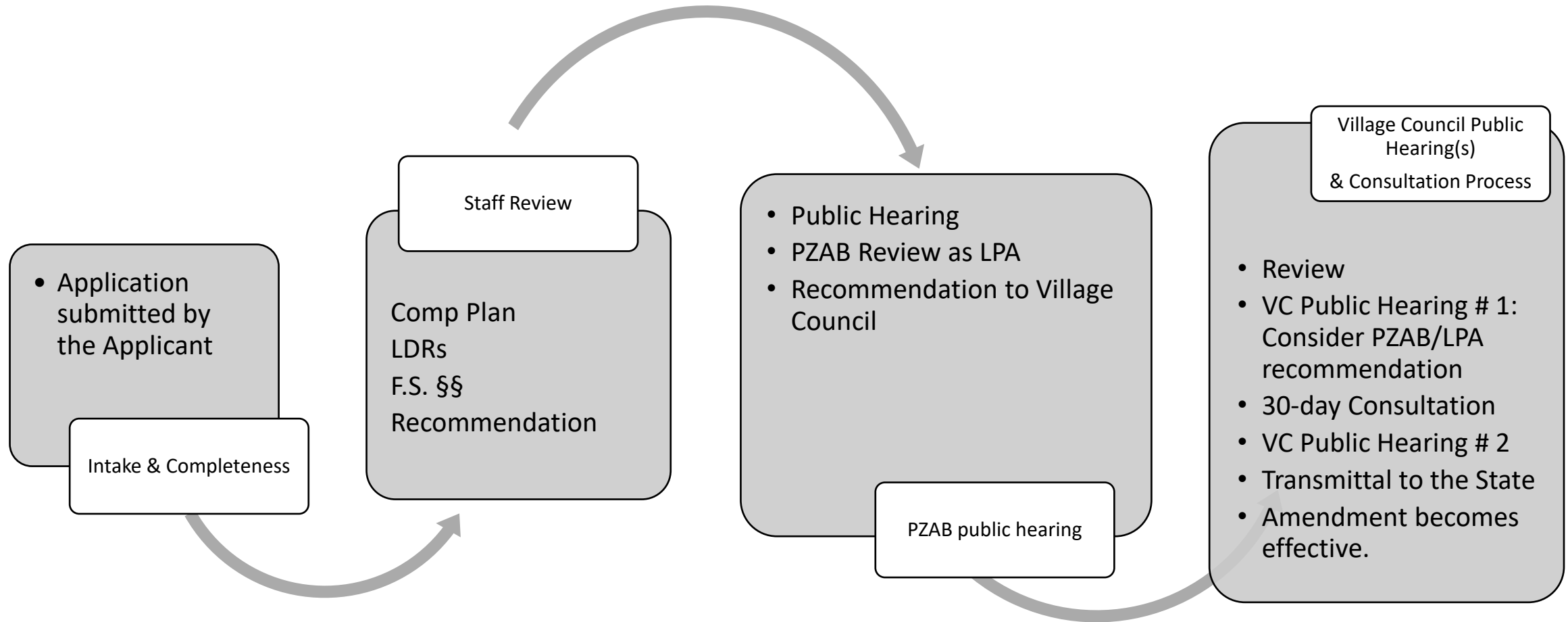




Direction	Future Land Use	Zoning	Existing Use
Site:	Rural Density	A-2	Vacant
North:	Agricultural Recreational Agricultural	A-2 PR A-2	SFWMD lands – Agricultural Indiantown Highschool FP&L
East:	Rural Density	RE-2A	Vacant lands
South:	St. Lucie Canal Commercial Waterfront Rural Density Mobile Home Agricultural	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



# Large-Scale CPA Review Process





# Large Scale CPA Review

## **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 Statue F.S. §§ 163.3184 as a Large-scale comprehensive plan amendment.



# Large Scale CPA Recommendations

**Village Staff** recommends approval of Application No. CPA-24-009 for the Large-Scale Comprehensive Plan amendment to change the future land use map from Rural Density to Commercial Waterfront.

**The PZAB** considered the request at a public hearing held March 7, 2024, and recommended approval.

**The Village Council** considered the request at a March 14, 2024 public hearing and recommended approval.

**Consultation** was undertaken with applicable third parties in accordance with the 2023 Florida Statutes ss.163.3184. and LDR Sec. 12-4. Comprehensive Plan text and map amendments.

**The Village Council** is now requested to make a final decision on the request.



# QUESTIONS?



## VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETING DATE: May 9, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: 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, 03-40-39-000-000-00030-2, 02-40-39-000-000-00050-9, 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.

SUMMARY OF ITEM: Joseph W. Walsh & Indiantown Property Holdings, LLC, (“Applicants”) are seeking a recommendation of approval from Village Council to rezone the subject property from A-2, Agricultural to Canal Mixed Use pursuant to Land Development Regulation Sec. 12-6. – Rezoning.

FISCAL IMPACT STATEMENT: N/A

RECOMMENDATION: Village Staff recommend approval of the Rezoning Application RZ-24-010.

March 7, 2024, the PZAB/LPA recommended approval 4 to 1, with one PZAB board member absent.

March 14, 2024, the Village Council unanimously recommended approval.

PREPARED BY: Deanna Freeman, Community Development Director

DATE: 4/25/2024

### ATTACHMENTS:

#### Description

Village Council Staff Report

Ordinance No. XX-2024

Public Notice Advertisement

Mailing /Posting Public Notice Affidavit

Presentation



## Village of Indiantown Village Council Staff Report

<b><u>Application Number</u></b>	RZ-24010 (Joseph W. Walsh & Indiantown Property Holdings, LLC Rezoning Application)
<b><u>Hearing Date</u></b>	May 9, 2024
<b><u>Property Owner/ Applicant</u></b>	Joseph W. Walsh & Indiantown Property Holdings, LLC
<b><u>Applicant Representative</u></b>	Tyson Waters, Esq. Fox McCluskey, 3461 SE Willoughby Blvd. Stuart, FL 34994
<b><u>Village Coordinator</u></b>	Deanna Freeman, Community & Economic Development Director
<b><u>Village Reviewers</u></b>	Deanna Freeman, Community & Economic Development Director Tom Jensen, P.E., Kimley-Horn, Inc. Patrick Nolan, Public Works & Utilities Director Wade Vose, Village Attorney
Consultees	FDOT Florida Commerce SFWMD Martin County FDEP
<b><u>Applicant Request</u></b>	

APPLICATION No. RZ-24010, REQUEST FOR THE REZONING CONCERNING REAL PROPERTY 116.16 ACRES IN SIZE, LOCATED SOUTH OF SW CITRUS BOULEVARD, NORTH

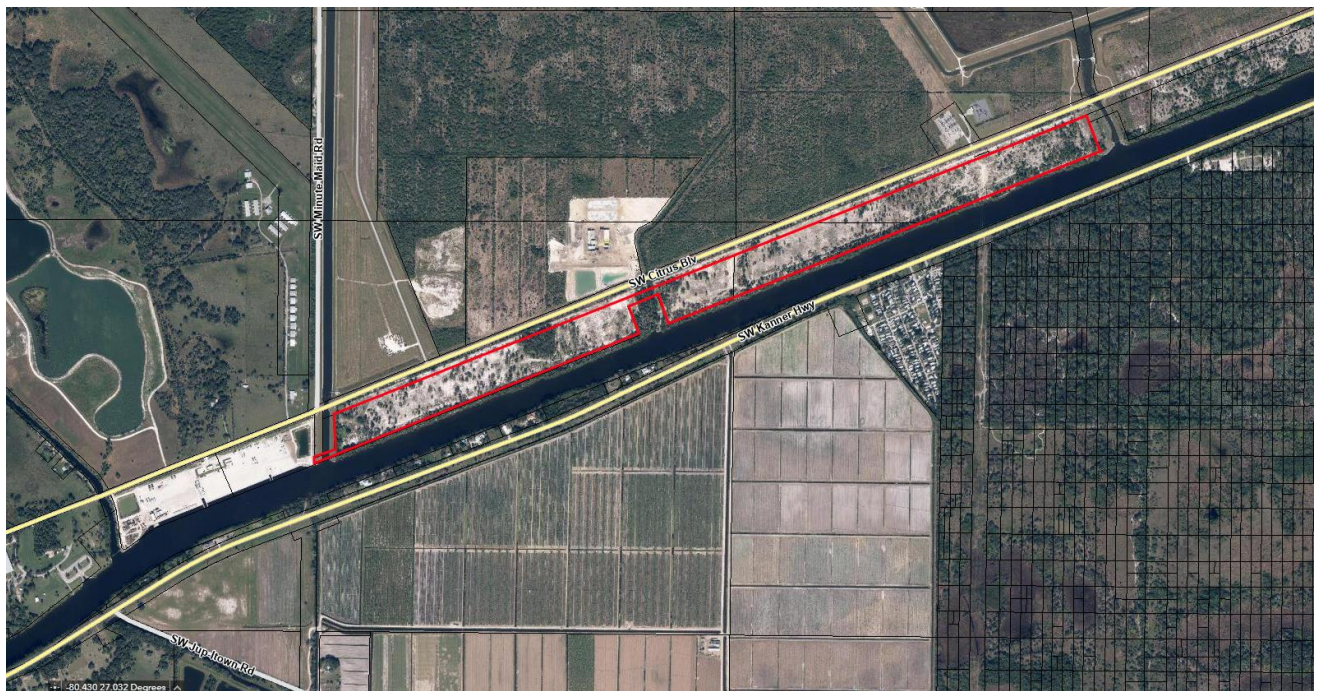
OF SW KANNER HIGHWAY, AND IMMEDIATELY EAST OF THE EXISTING BOUNDARIES OF THE VILLAGE OF INDIANTOWN, FROM A-2, AGRICULTURAL ZONING DISTRICT TO CANAL MIXED USE ZONING DISTRICT.

Joseph W. Walsh & Indiantown Property Holdings, LLC, ("Applicant") are seeking a recommendation of approval from the Village Council to rezone the subject property from A-2, Agricultural to Canal Mixed Use pursuant to Land Development Regulation Sec. 12-6. – Rezoning. A concurrent request for a Voluntary Annexation was approved by Village Council March 28, 2024. A request for a Large-Scale comprehensive Plan Amendment has also been processed as a separate agenda item.

### **Property Information**

**Location:** The approximately 116.16-acre subject property is located south of SW Citrus Boulevard, north of SW Kanner Highway, and immediately 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 PZAB recommended approval March 7, 2024, and Village Council also recommended approval March 14, 2024, at its first reading. A final decision is now required of the Village Council ahead of the recordation of the Ordinance.

**Application Materials Submittals Include:**

1. Cover Letter.
2. General Development application.
3. Boundary Surveys.
4. Narrative & Justification Statement.
5. Description of Surrounding Properties & Uses.
6. Maps.
7. Deeds.
8. Legal Description.
9. Exhibits.

**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.



**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 Zoning Change for three contiguous parcels.

**Current Use:** The property is vacant, with no building structures, improved roads or other developed features located on the site.

### **Municipal Boundary Map:**

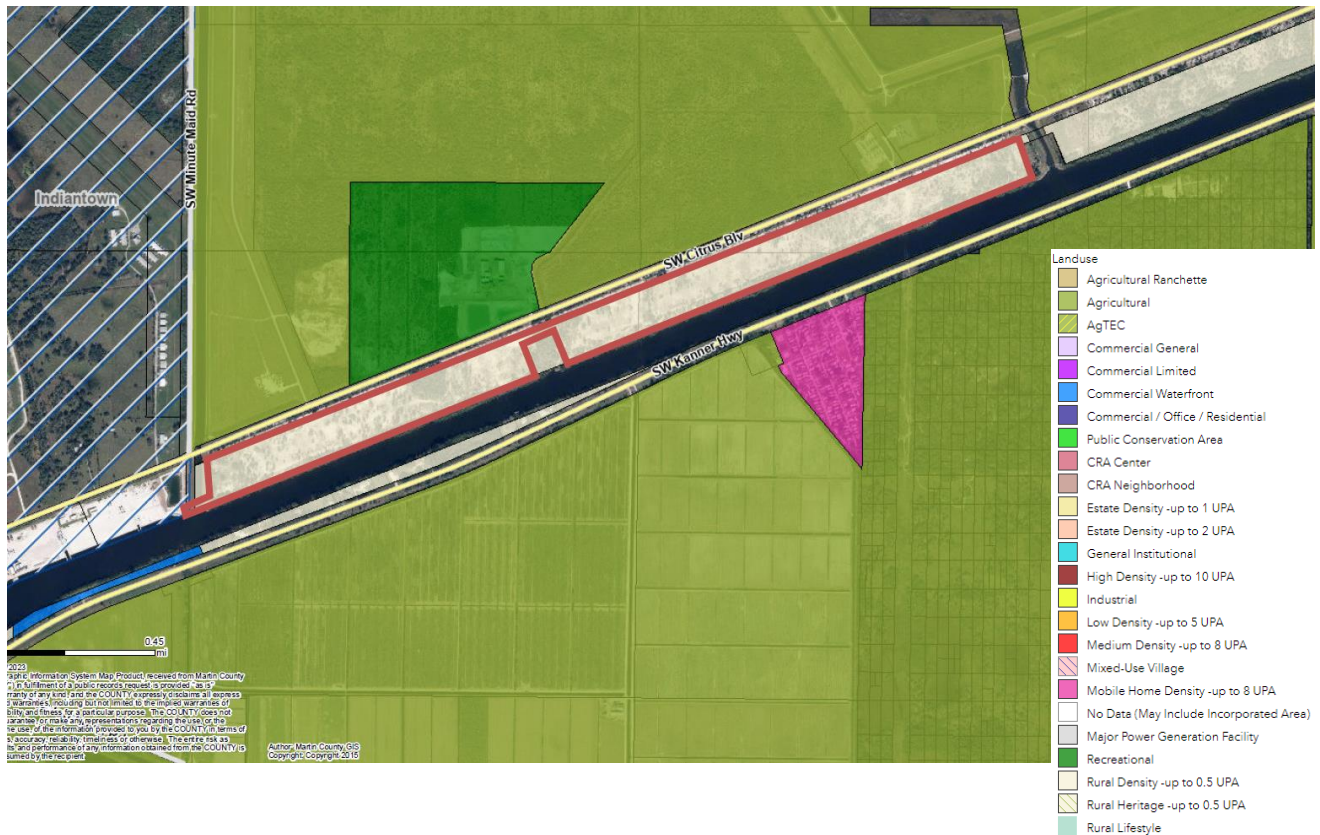


### **Future Land Use & Zoning**

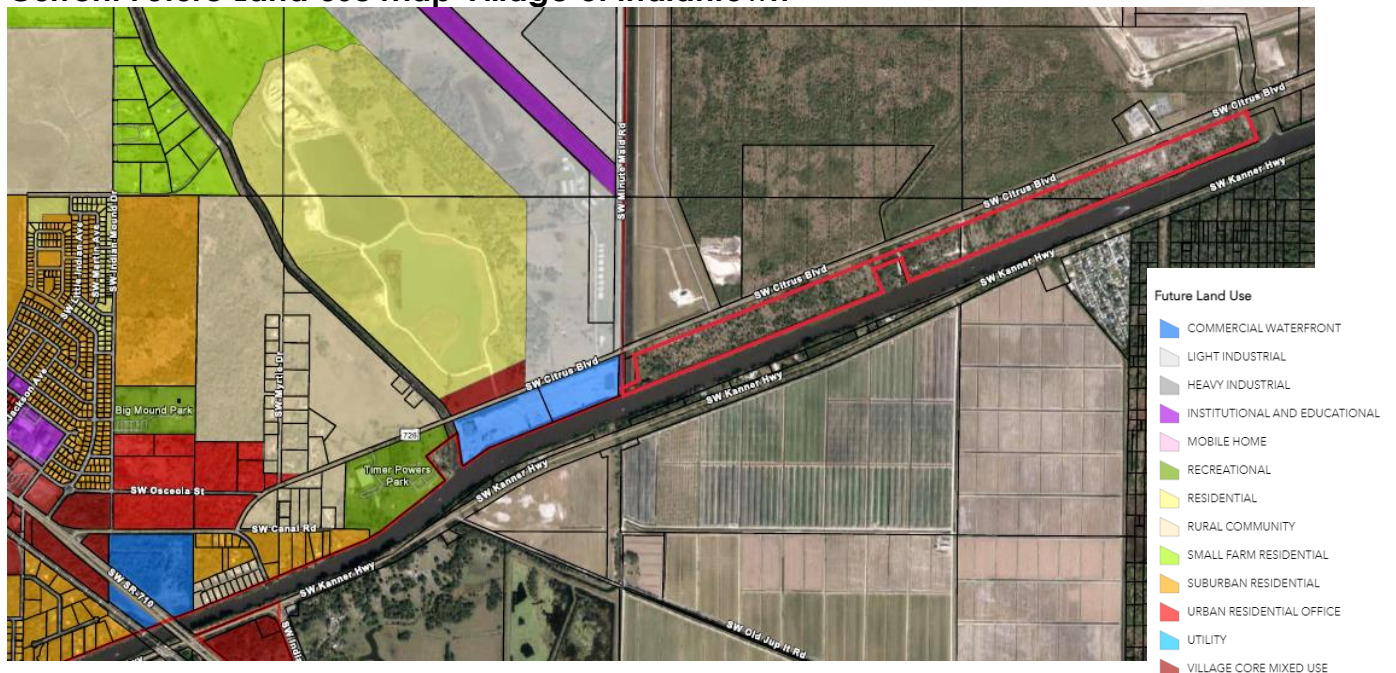
The subject property has a Martin County Future Land Use designation of Rural Density and a zoning district designation of A-2, Agriculture. The current land use and zoning district designation are inconsistent. Any development on the vacant subject property triggering a development application would 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 is requesting a Voluntary Annexation into the Village of Indiantown, and a concurrent Large-Scale future land use amendment to Commercial Waterfront, consistent with property west 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 and voluntary annexation.

## Current Future Land Use Martin County: Rural Density

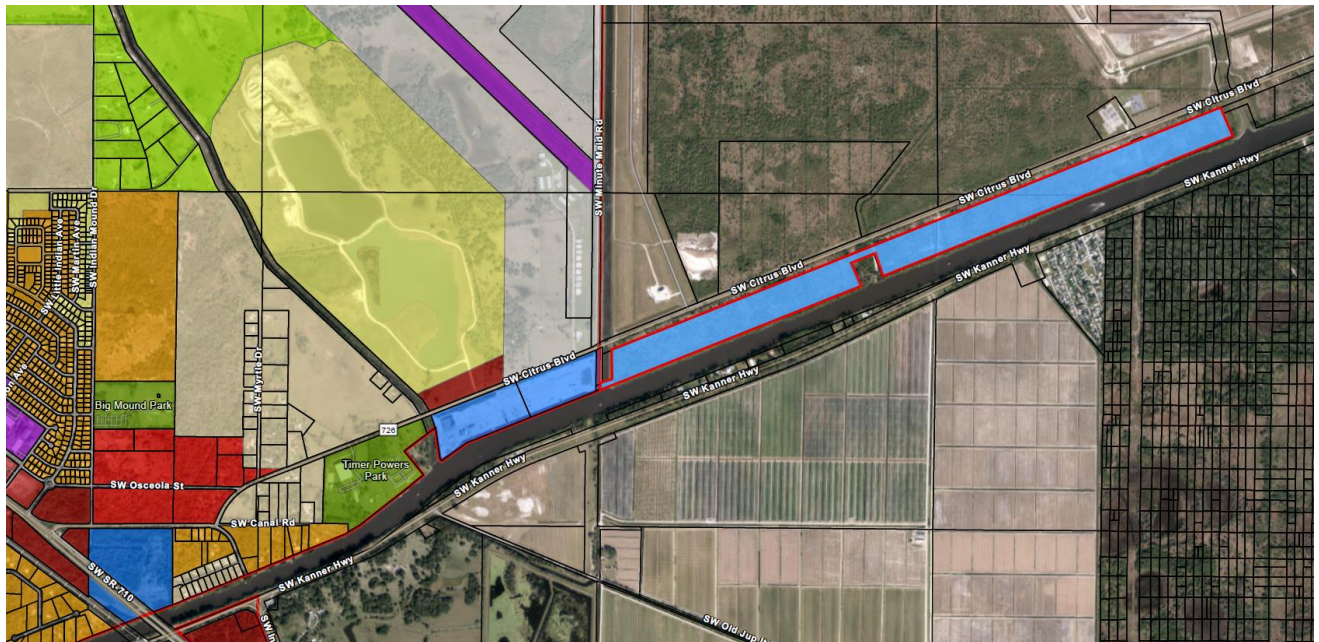


## Current Future Land Use Map Village of Indiantown

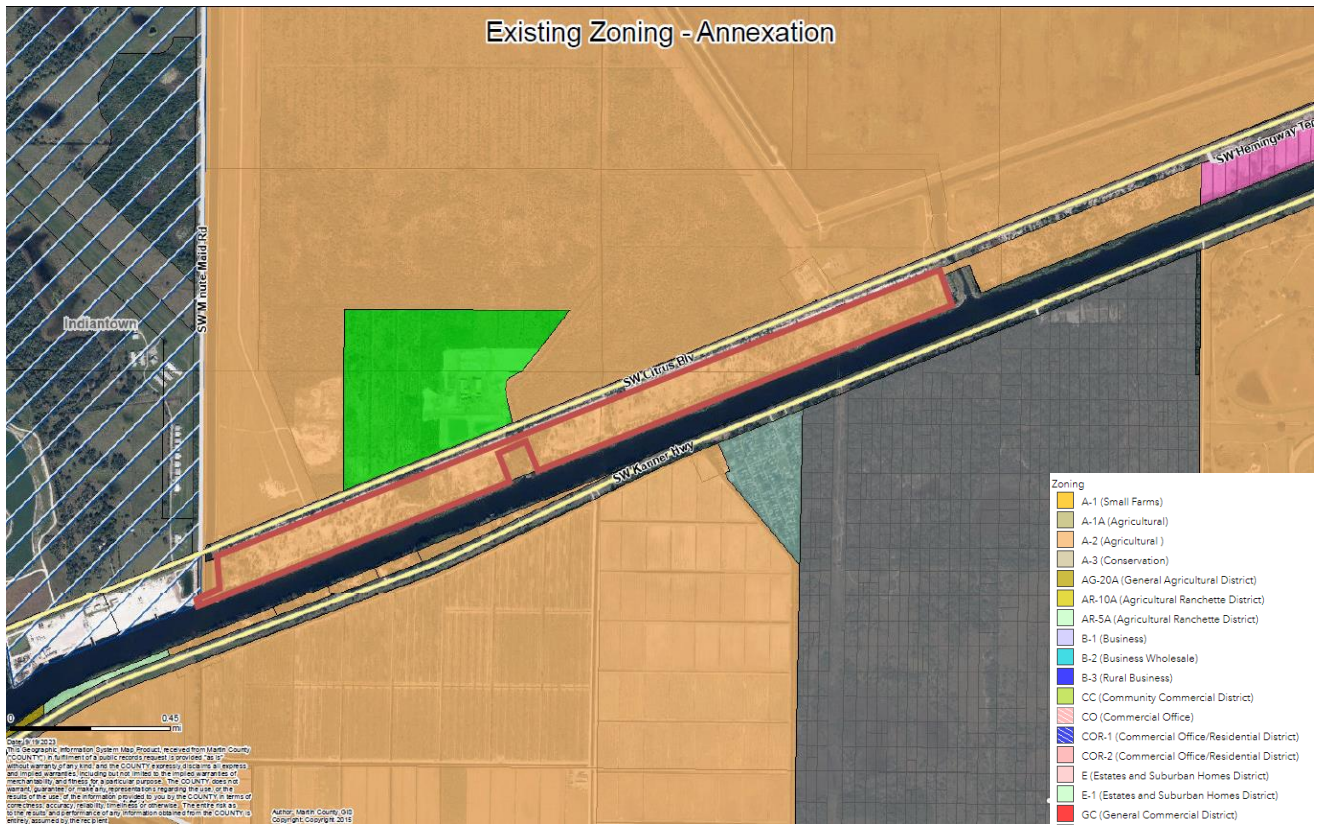




## Proposed Future Land Use: Commercial Waterfront

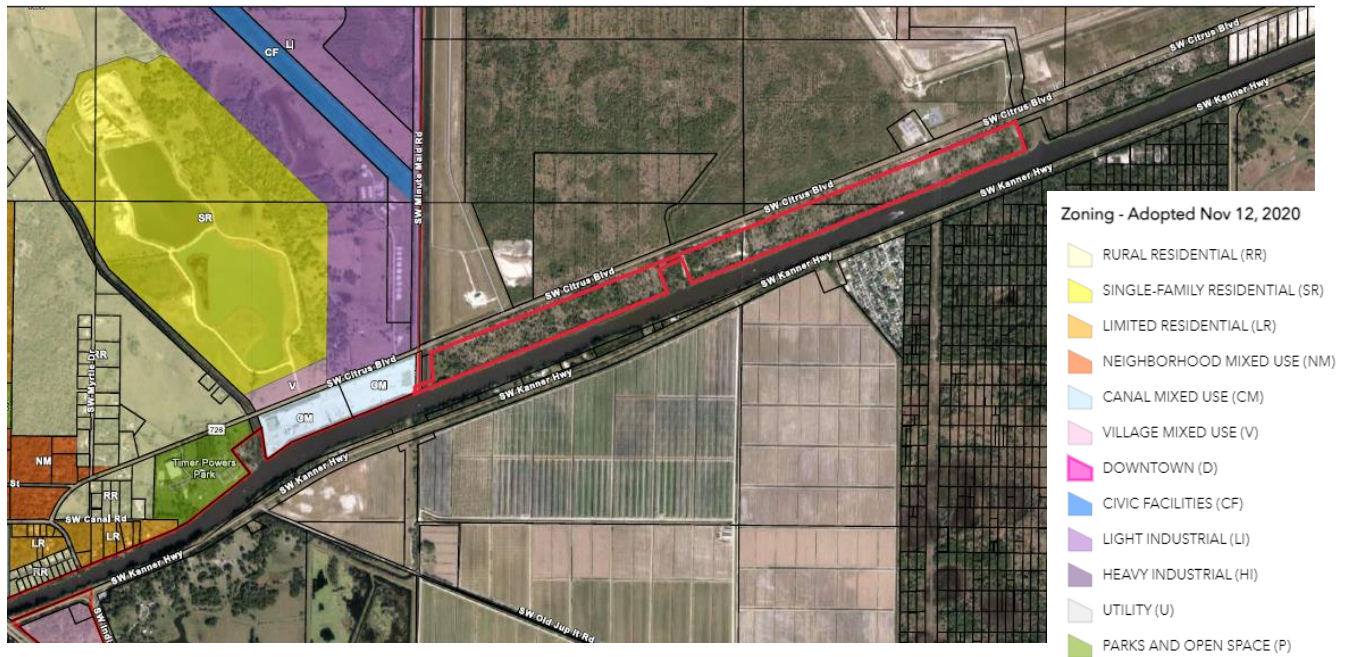


## Current Zoning Martin County: A-2, Agricultural

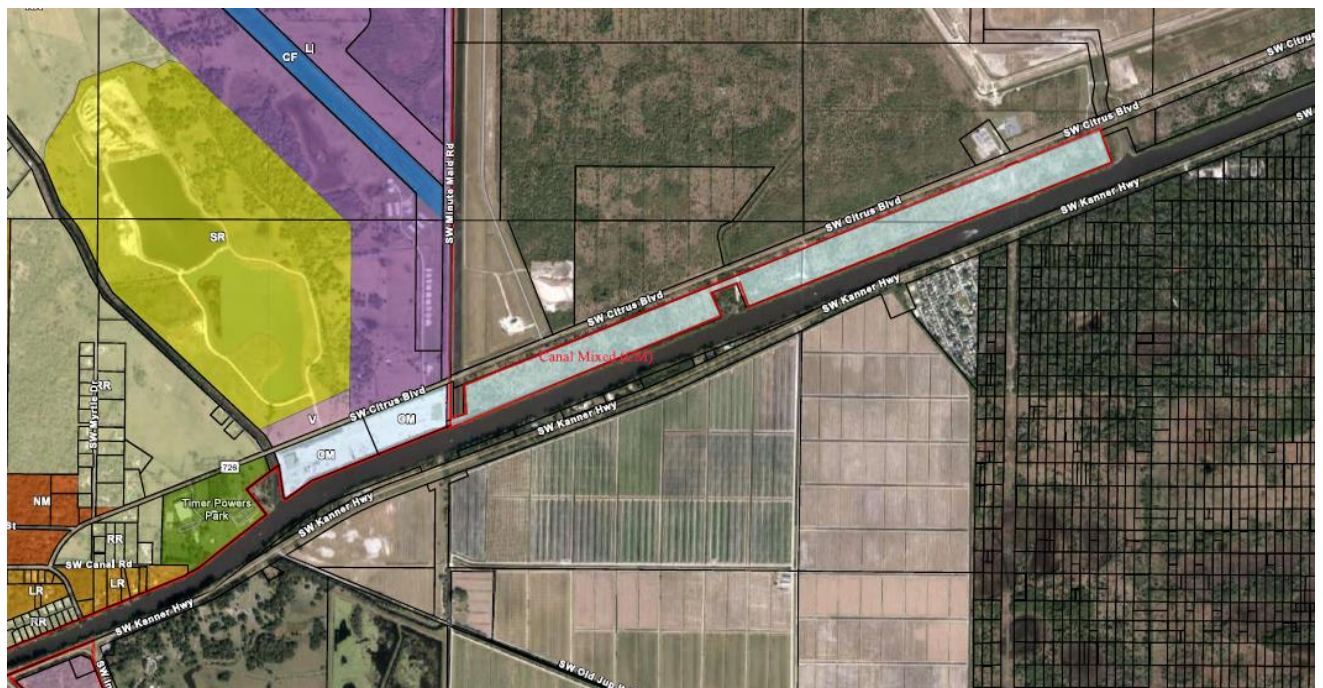




## Current Zoning Map Village of Indiantown



## Proposed Zoning: Canal Mixed Use



## **Staff Analysis**

### **Surrounding Land Use, Zoning & Existing Use:**

An overview of established development patterns within proximity to the subject property includes lands immediately north having been developed to accommodate the newly constructed Indiantown High School, located on the north 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 with a Light Industrial land use and zoning district designation and vacant lands with a Village Core Mixed Use land use and Village Core zoning district designation. Further north, on the opposite side of SW Citrus Boulevard, lands are owned by South Florida Water Management District with an Agricultural land use and A-2 Agricultural zoning district designation. Land owned by Martin County to the north has a Recreational future land use and Public Recreational zoning district, with the Indiantown Highschool situated on part of the property.

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

<b>Direction</b>	<b>Future Use</b>	<b>Land</b>	<b>Zoning</b>	<b>Existing Use</b>
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, Rural Estate District	Vacant 2+/- acre lots



Direction	Future Land Use	Zoning	Existing Use
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  Agricultural Lands
West:	Rural Density Commercial Waterfront	A-2 Canal Mixed Use	SFWMD - Water Indiantown Marine Services

### **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 a request to rezone a property.

The following criteria is used in deciding regarding approval or disapproval of a rezoning application:

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

Staff Response: The proposed request to rezone to Canal Mixed Use (CM) is consistent with the goals, objectives, and policies of the Comprehensive Plan. Canal Mixed Use is consistent with the concurrent proposal for a Large-Scale Comprehensive Plan amendment to a Commercial Waterfront future land use designation.

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

Staff Response: The request to amend the future land use to Commercial Waterfront and a concurrent zoning designation to Canal Mixed Use zoning district is consistent with the established development patterns, land use and zoning district designation for an existing Indiantown Marine Center located to the west. Any development of

the subject property will be subject to demonstrating compliance with all applicable Land Development Regulations (LDRs) at the time of site plan review.

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

Staff Response: The property measures 116.16-acres +/-, is served by SW Citrus Boulevard, a minor arterial road, and north of SW Kanner Highway, as a major arterial roadway. The size of the subject property and location with existing frontage to deep water along the St. Lucie Canal is an important component in considering suitability of the uses permitted on property with a Canal Mixed Use zoning district. Accommodating water-dependent uses permitted for property with a Canal Mixed Use zoning district, offers an extension to existing established marine industries to the immediate west of the subject property. Although residential use is permitted such a proposal would be required to be considered as part of a mixed-use project.

**Staff Recommendation**

Village Staff recommend approval of the zoning change from A-2, Agricultural District to Canal Mixed Use zoning district designation. Such a request is consistent with the concurrent Large-Scale Comprehensive Plan Amendment to change the land use from Rural Density to Commercial Waterfront.

The PZAB considered the request March 7, 2024 and recommended approval. Village Council considered the request March 14, 2024 and also recommended approval. This is the second and final public hearing before Village Council, with a request for a decision on the zoning change application.

A recommendation is required from the PZAB, ahead of consideration before the Village Council as two separate public hearings.

**Attachments**

- Attachment A – Application Materials.
- Attachment B – Draft Resolution with Legal Description.
- Attachment C – Public Notice Ad.

**VILLAGE OF INDIANTOWN, FLORIDA**

**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, 03-40-39-000-000-00030-2, 02-40-39-000-000-00050-9, 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.**

**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 to rezone the Subject Property from the current County A-2, Agricultural zoning district to the Village Canal Mixed Use (CMU) 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 on March 14, 2024, and March 28<sup>th</sup>, 2024; 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 County A-2 Agricultural zoning district to the Village Canal Mixed Use (CMU) 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 14th day of March, 2024.

**ADOPTED** on second reading on the 9<sup>th</sup> day of May, 2024.

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 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



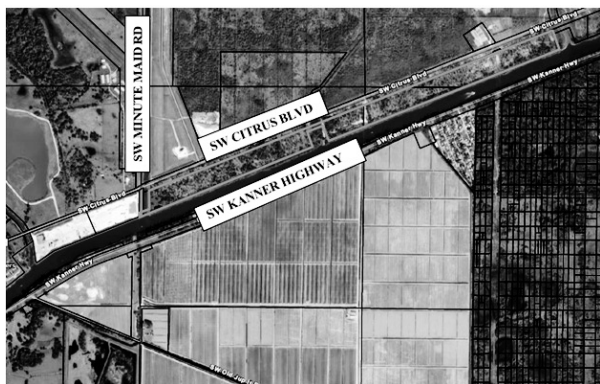
# NOTICE OF FUTURE LAND USE CHANGE AND ZONING CHANGE

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

**ORDINANCE NO. 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.

**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, 03-40-39-000-000-00030-2, 02-40-39-000-000-00050-9, 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.

A public hearing on the ordinances will be held on Thursday, May 9, 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  
Published: May 1, 2024.

May 9, 2024





## MAILING/POSTING PUBLIC NOTICE AFFIDAVIT

Application No. CPA-24-009, RZ-14-010

Date of Planning, Zoning, and Appeals Board / Village Council Meeting: May 9<sup>th</sup> 2024

Mailing Date: No less than 10 Days prior to the Public Hearing/Meeting: April 29<sup>th</sup> 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 April 26, 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 May 2<sup>nd</sup>, 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](http://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 2<sup>nd</sup> day of May, 2024.

  
\_\_\_\_\_  
Signature of Applicant or Authorized Agent

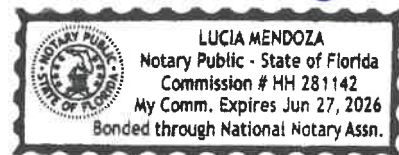
STATE OF FLORIDA:

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 2<sup>nd</sup> day of May, 2024.

Notary Public in and for the State of Florida



STAFF USE:

Date/Time submitted: MAY 02 2024 Verified by: Lucia Mendoza/Planning Assistant

PLEASE NOTE: Village of Indiantown 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](http://www.indiantownfl.gov)

[illegible]

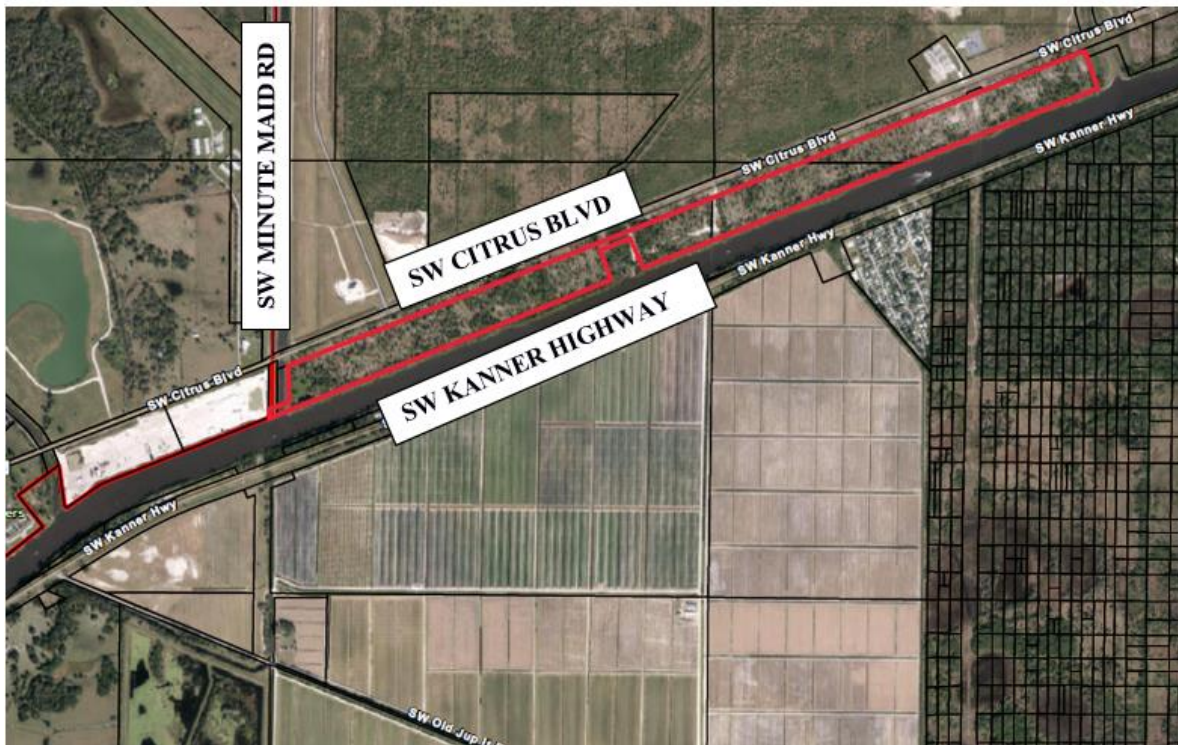
# PUBLIC MEETING OF THE VILLAGE OF INDIANTOWN

**VILLAGE COUNCIL PUBLIC HEARING: May 9, 2024 – 6:30 PM**

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

CASE #'s:	CPA-24-009, RZ-24-010
CASE NAME:	Joseph W. Walsh
CASE TYPE:	Assign Village Land Use and Zoning Designations
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 a Large- Scale Comprehensive Plan Amendment and Rezoning of the subject property. A Voluntary Annexation was approved by Village Council on March 28, 2024, of three contiguous parcels of lands approximately 116.16+/- acres into the municipal boundaries 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 772-597-8269, 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

## Rezoning Application

No. RZ 24-010

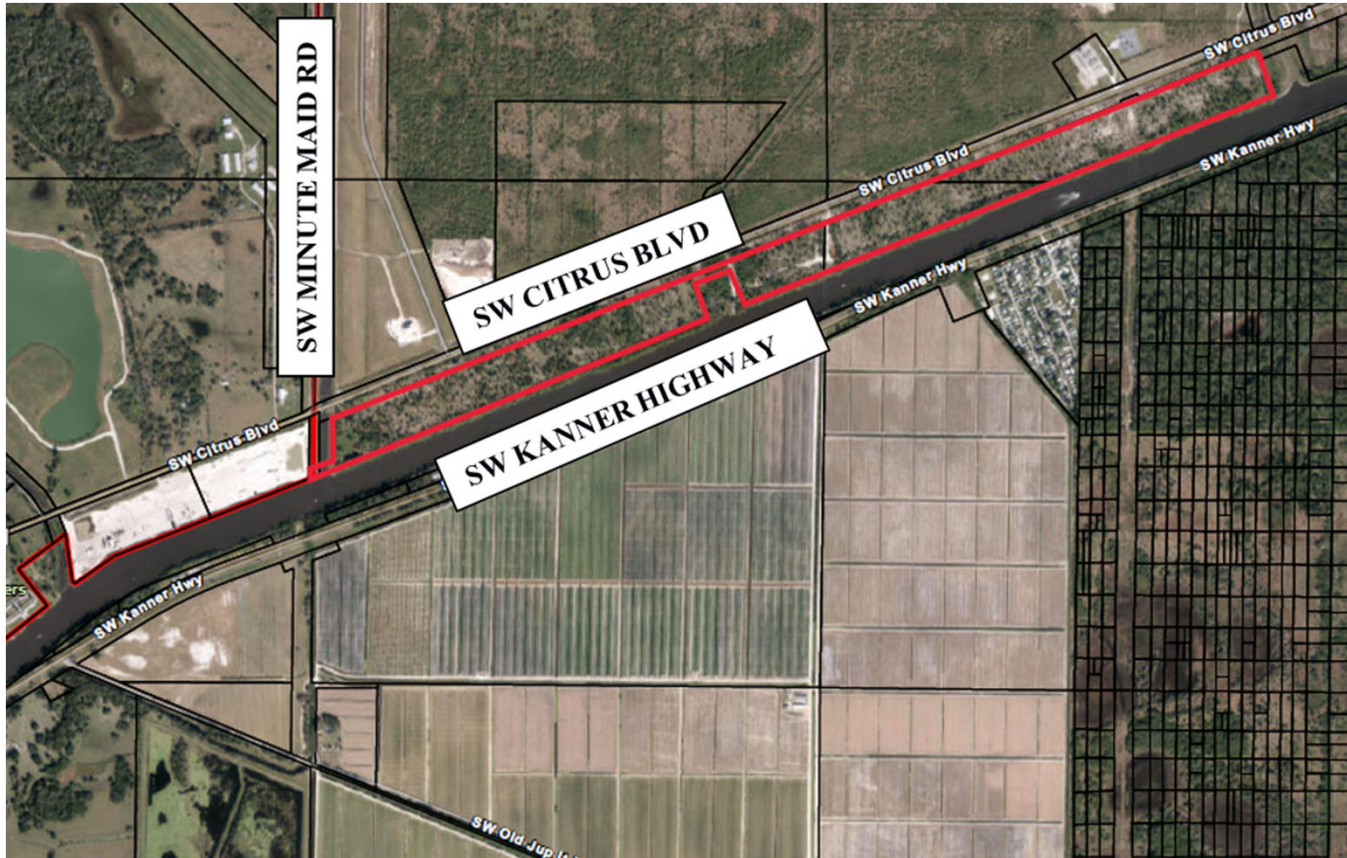
Village of Indiantown, Florida

Village Council Meeting 5-9-2024

# Applicant Request

Applicant request by Joseph W. Walsh & Indiantown Property Holdings, LLC for approval of approval to Rezone 116.16-acre subject property from A-2, Agricultural zoning district to Canal Mixed Use (CM) zoning district designation.





# Property Location

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

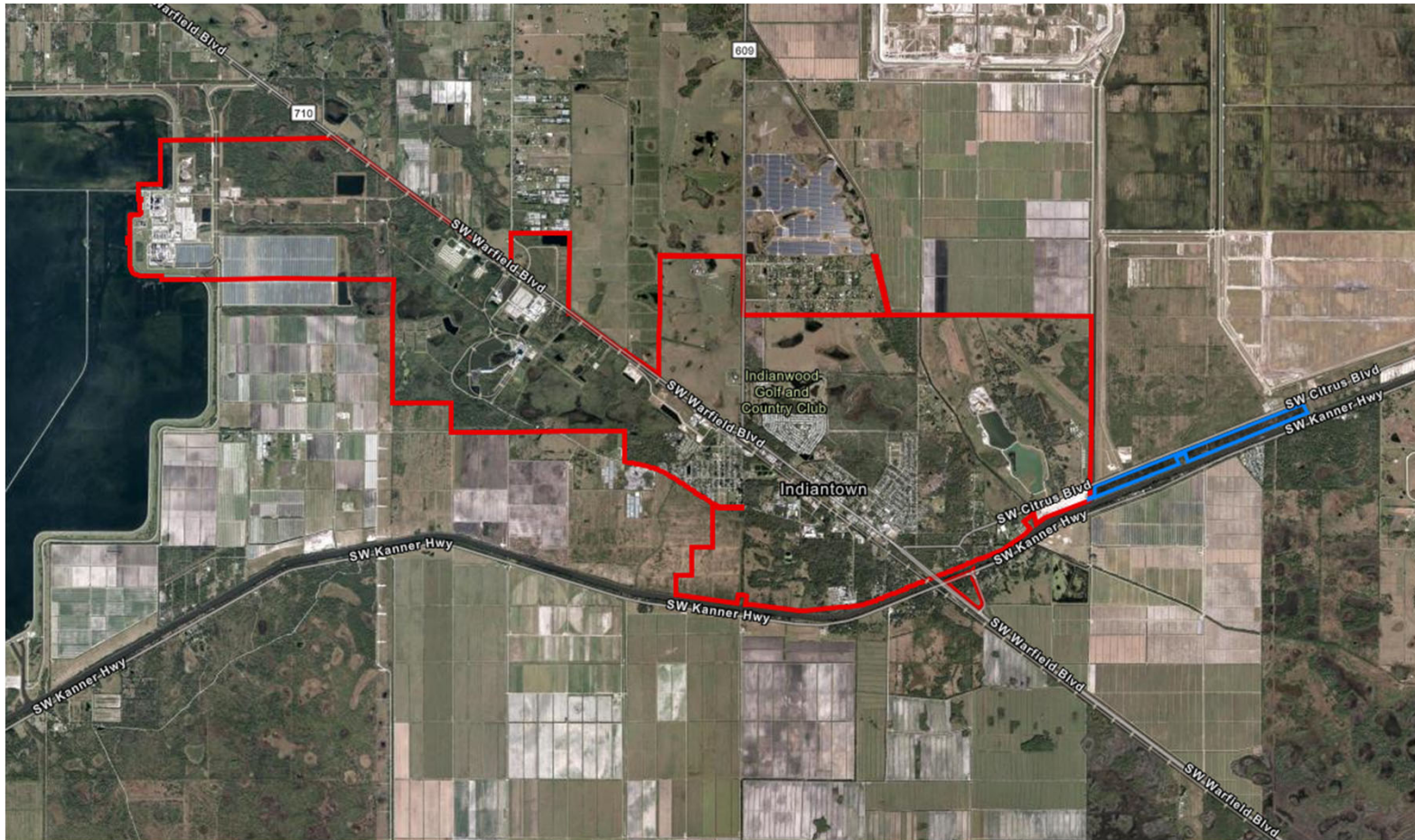
PCN: 03-40-39-000-00030-2  
02-40-39-000-00050-9  
35-39-39-000-00040-4

Acreage: 116.16-acres

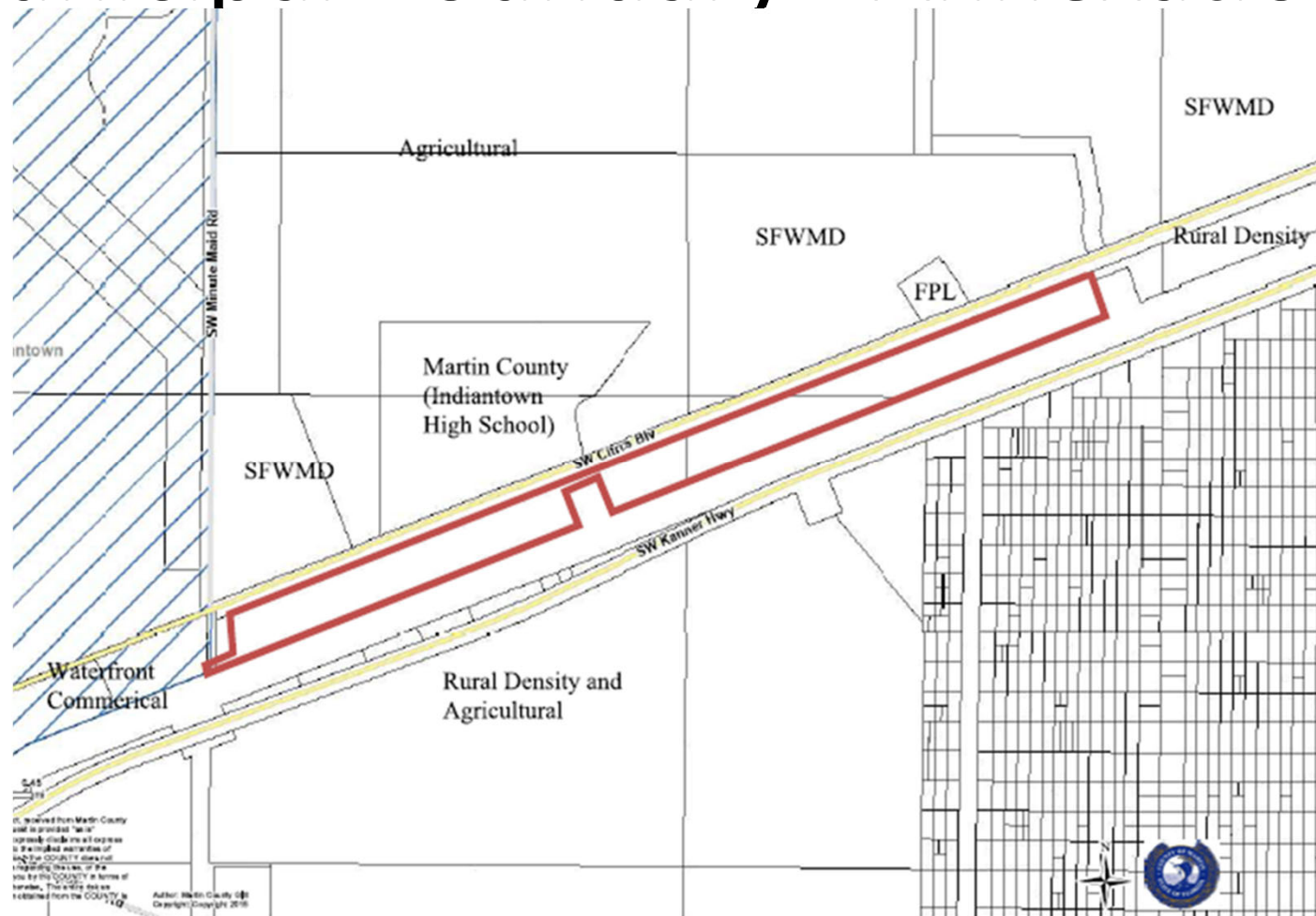




# Municipal Boundary



# Municipal Boundary - Annexation

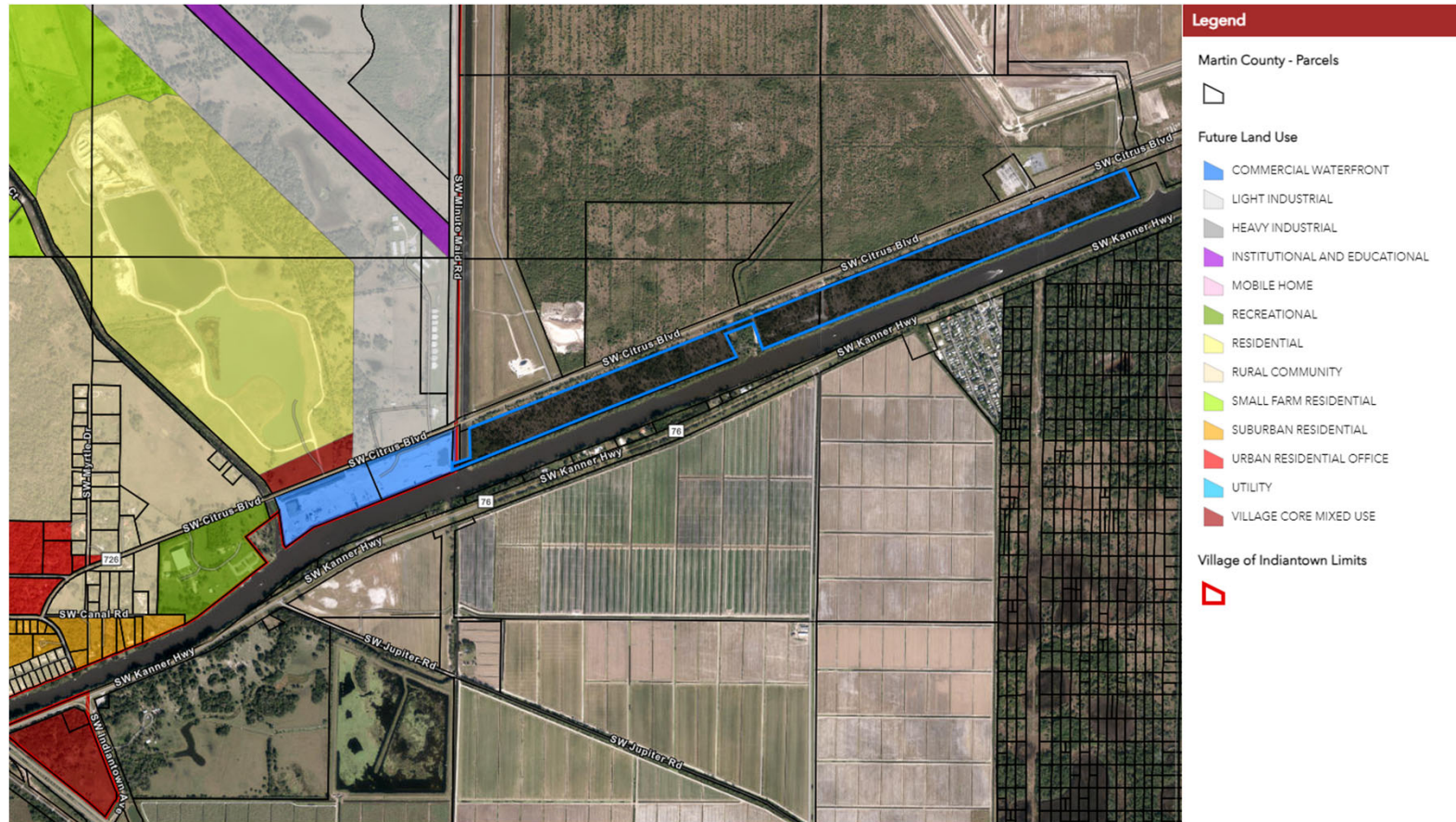




# Existing Land Use – Martin County

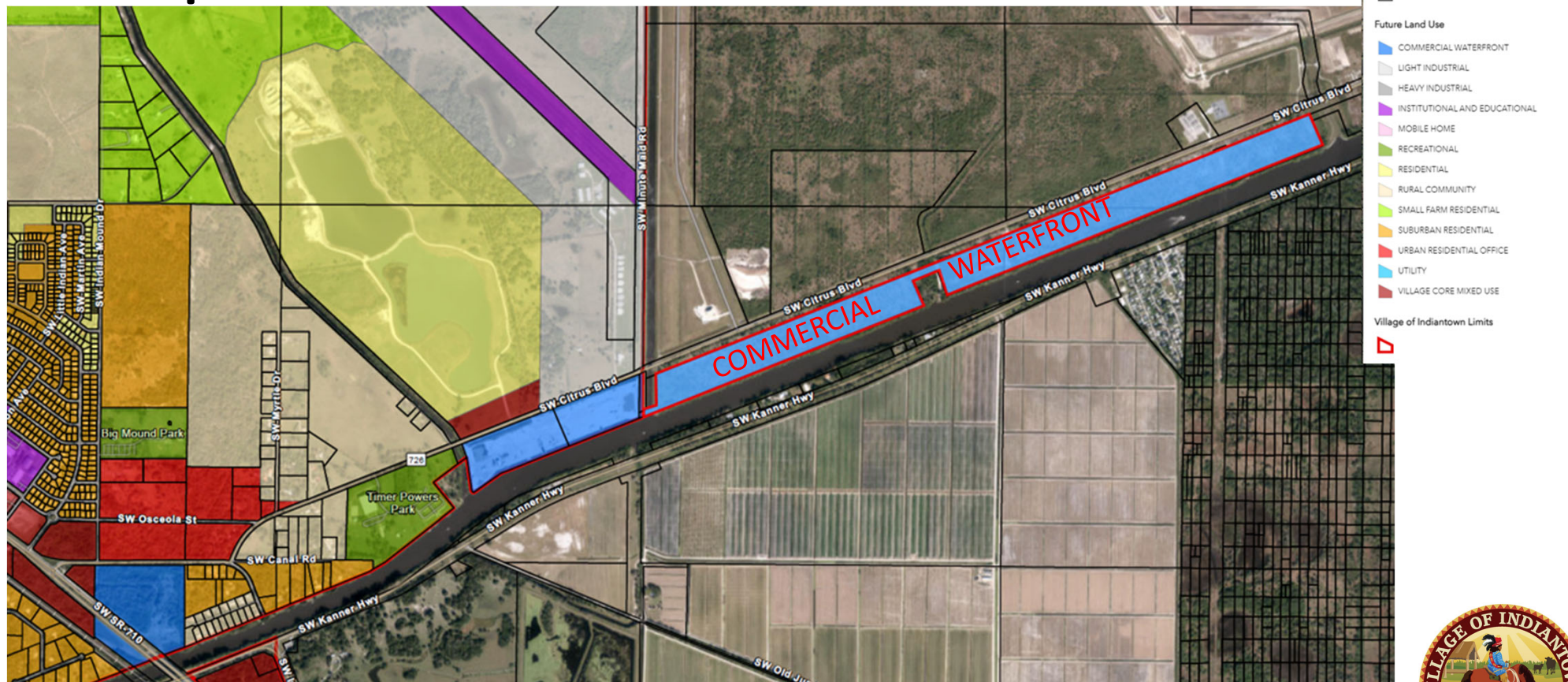


# Existing Land Use





# Proposed Land Use

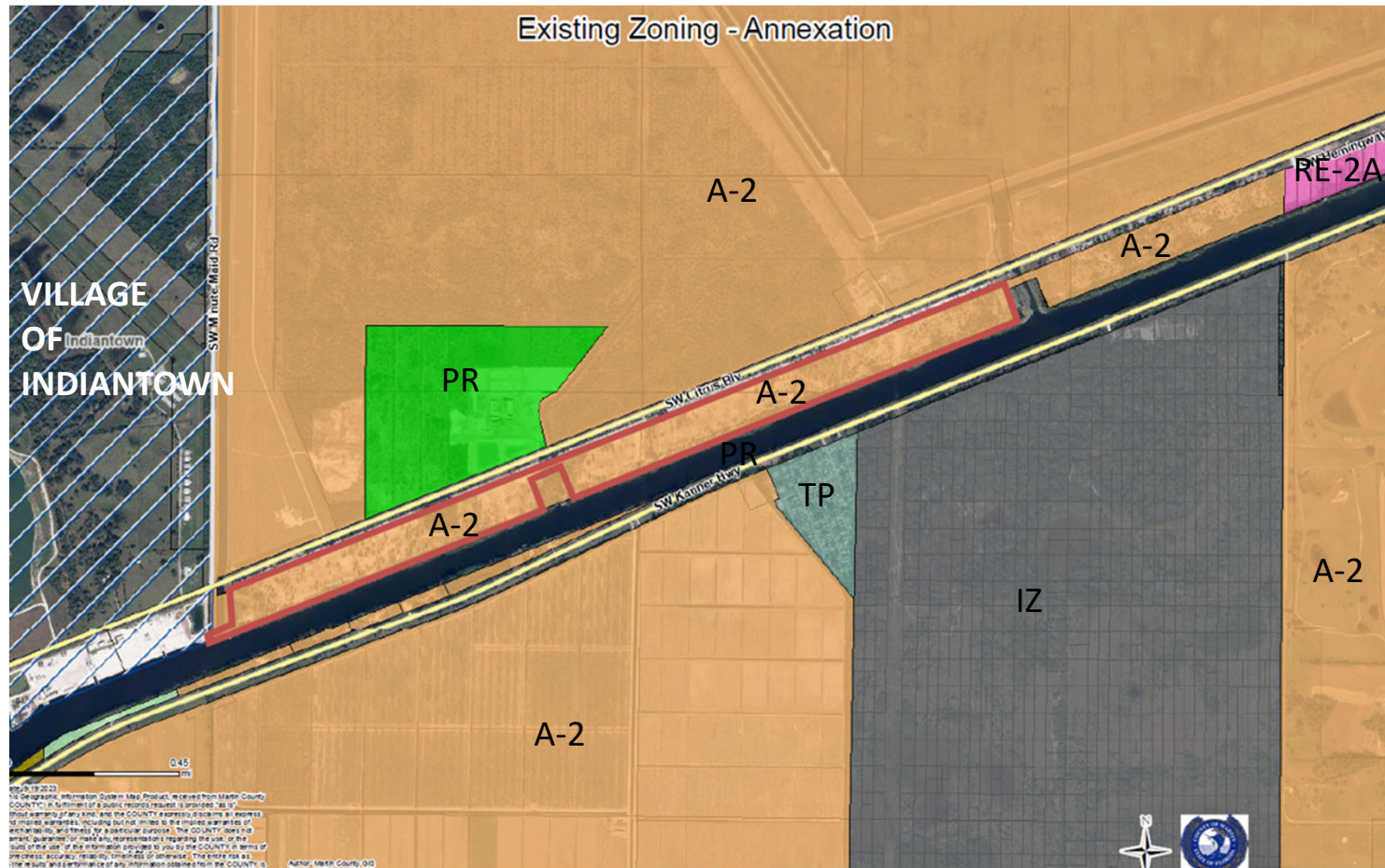


## Commercial Waterfront



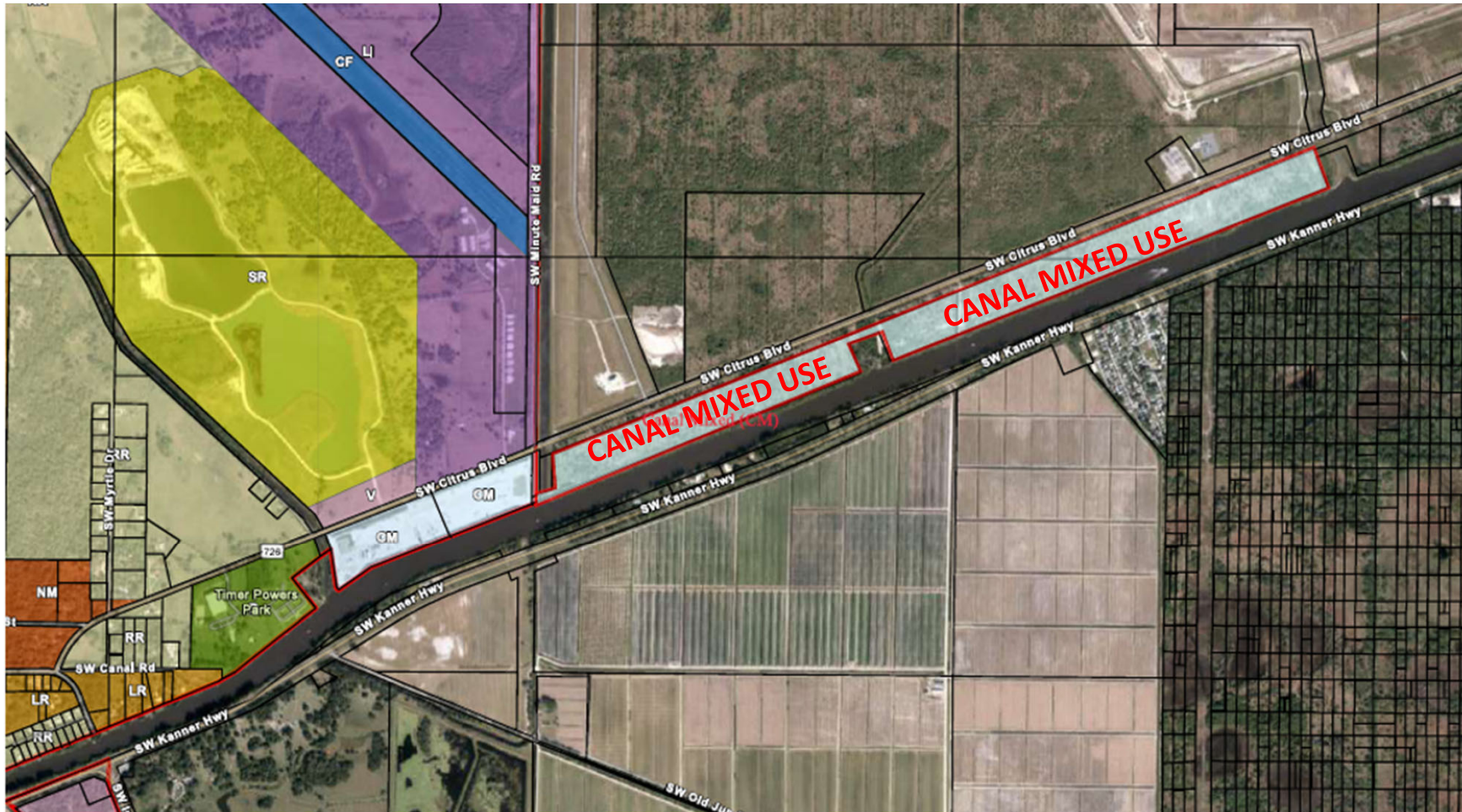


# Existing Zoning – Martin County



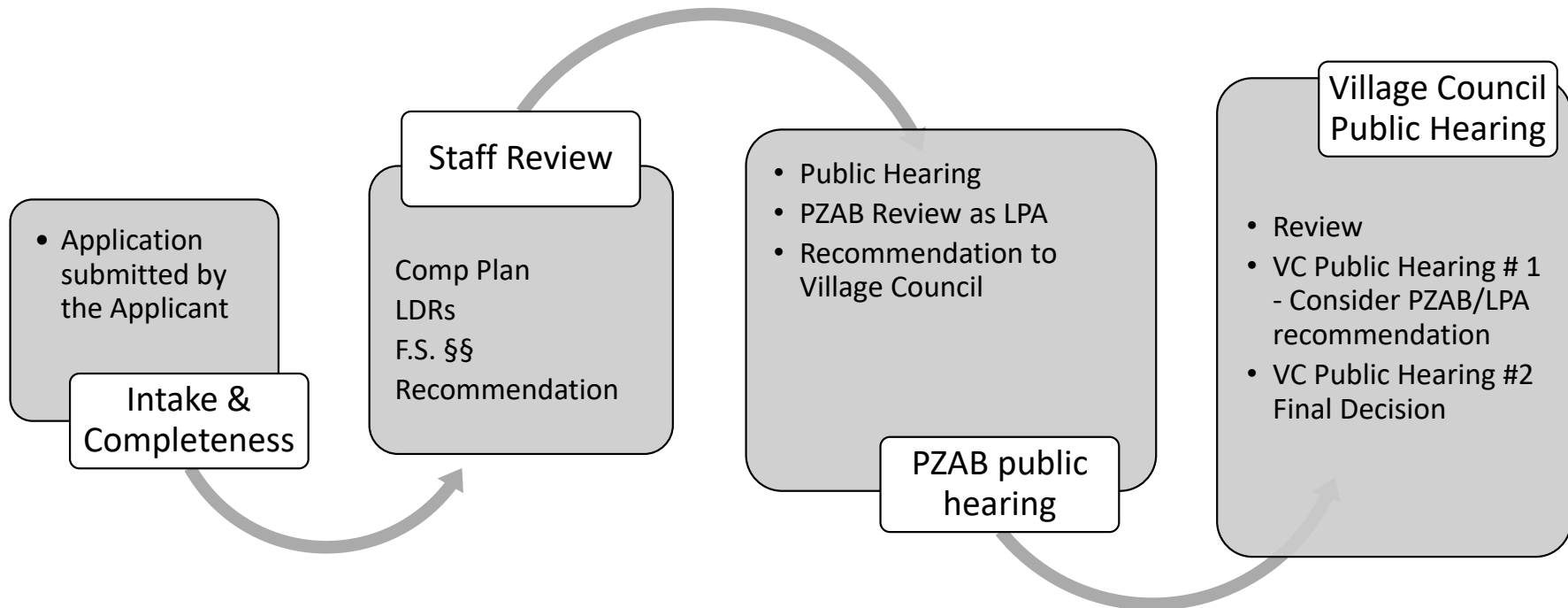


# Proposed Zoning





# Zoning Change Review Process







# Zoning Change Review

## **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 for Application No. RZ 24-010 to rezone the 116.16-acre subject property from the A-2 Agricultural to Canal Mixed Use zoning district.

The PZAB considered the request at a public hearing held March 7, 2024, and recommended approval.

The Village Council considered the request at a public hearing held March 14, 2024, and recommended approval.

The Village Council is now requested to make a final decision on the request to rezone the subject property as a second public hearing.



QUESTIONS?

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: May 9, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Special Event Application for Swampfest to be held on June 29 - 30, 2024.

**SUMMARY OF ITEM:** The Village has received an application for a special event named Swampfest. The event is to be held from June 29-30, 2024 utilizing the Booker Park Sports field surrounding area and parking lot. The application reflects 300-400 attendees with 25 vendors. The applicant has requested that the event run until 10pm. Village staff has received input from the Martin County Sheriff's department, recommending the event end at 7pm.

The Village's Land Development Regulations (LDRs) Section 3-5.7 Temporary uses and Special Events. 2(d) "Village Council approval at a public hearing is required for any event which necessitates street closings, off-site parking, amplified entertainment, etc." The application indicates there will be a DJ which would be amplified entertainment and off-site parking.

The application includes a certificate of insurance but we are waiting on a certificate that names the Village as an additional insured. The site map submitted with the application reflects several properties for off-site parking both adjacent to the park and off of Dr. Martin Luther King Ave. Property owners listed for parking have been asked to complete a temporary use permit application and pay the corresponding fees associated with those permits.

The Martin County Sheriff's office cannot secure a special detail for the event, when required, until the application is approved.

**FISCAL IMPACT STATEMENT:** Special events of this nature involve staff time before, during and after the event. The total cost to the Village is undetermined at this time.

**RECOMMENDATION:** Staff recommend that Council approve the event with the stipulation that the event end by 7pm on both days as recommended by the Martin County Sheriff's office.

**PREPARED BY:** Deborah Resos, CPRP, Director of Parks and Recreation **DATE:** 4/30/2024

**ATTACHMENTS:**

Description

Special Event Application and Supporting Documents





RECEIVED

APR 29 2024

Date Received	Fee	Method of Payment
4/15/24	\$300	C/C

[For internal use only]

Application Number: 2024-080

## SPECIAL EVENTS APPLICATION

- \* Each Application is due a minimum of 60 days prior to an event.
- \*\* A Pre-Application Meeting with Village Staff is required before submission.
- \*\*\* The required Application Fee is due upon submission of Application.

### SUBMISSION CHECKLIST

SUBMITTED

1. Application has been fully completed, including full address and location of the subject property.
2. Cover Letter providing a full description of the proposed use, including specific dates, hours of operation & legal description of the property, etc.
3. Survey or Site Plan depicting the proposal, detailed location, available parking, existing structures, proposed temporary structures, proposed signage, sanitary facilities, existing or proposed lighting, generators, and operational plan, etc.
4. A notarized statement signed by the owner of property authorizing the proposed event.
5. If the Special Event is to be held on Village property, a Certificate of Insurance, naming the Village of Indiantown as an additional insured, must be provided.

A.	Name of Event Host, Business or Organization	Concerned Citizens For Booker Park			
	Name of Event	SWAMPFEST			
	Set-up will Begin	Date	06/28/24	Time	5pm
	Event Date and Time	Date	06/29 & 6/30	Time	8-10pm & 11am-9pm
	Break-down will be Complete	Date	06/30/24	Time	9pm
	Event Location	Corner of Lincoln and Martin Luther King			
	Estimated Number of Attendees	300-400 <b>Booker Park Park</b>			
	If event was previously held, Previous Number of Attendees	500			
	Estimated Number of All Vendors	20			
Organization Producing the Event		Concerned Citizens For Booker Park			
B.	Name of Primary Contact	Loretta Hill			
	Phone	772-626-4052			
	Email	drllorettahill@yahoo.com			
	Name of Secondary Contact	Kimberly Jackson			
	Phone	772-233-5056			
	Email	noweezgurl@gmail.com			

EVENT INFORMATION																																											
C.	<table border="1"> <tr> <td>Purpose of the Event</td> <td>SWAMPFEST 2024</td> </tr> <tr> <td>Detailed Description of the Event</td> <td>Community event with music, food, games</td> </tr> <tr> <td>Admission Prices / Donations</td> <td>Zero</td> </tr> </table>	Purpose of the Event	SWAMPFEST 2024	Detailed Description of the Event	Community event with music, food, games	Admission Prices / Donations	Zero																																				
Purpose of the Event	SWAMPFEST 2024																																										
Detailed Description of the Event	Community event with music, food, games																																										
Admission Prices / Donations	Zero																																										
PARKING																																											
D.	<table border="1"> <tr> <td>Where will parking be provided?</td> <td>Local churches</td> <td>On-site</td> <td></td> <td>Off-site</td> <td>X</td> </tr> <tr> <td>How many parking spaces will be provided?</td> <td colspan="5">50-150</td> </tr> <tr> <td colspan="6">Please provide parking details on the Site Plan.</td> </tr> </table>	Where will parking be provided?	Local churches	On-site		Off-site	X	How many parking spaces will be provided?	50-150					Please provide parking details on the Site Plan.																													
Where will parking be provided?	Local churches	On-site		Off-site	X																																						
How many parking spaces will be provided?	50-150																																										
Please provide parking details on the Site Plan.																																											
ALCOHOLIC BEVERAGES																																											
E.	<table border="1"> <tr> <td>Will alcohol be available at the event?</td> <td>Yes</td> <td></td> <td>No</td> <td>X</td> </tr> <tr> <td colspan="5">If yes, and if alcohol is sold, please provide a copy of the State of Florida Alcoholic Beverage License. Village of Indiantown zoning approval may be required for an Alcoholic Beverage License.</td> </tr> </table>	Will alcohol be available at the event?	Yes		No	X	If yes, and if alcohol is sold, please provide a copy of the State of Florida Alcoholic Beverage License. Village of Indiantown zoning approval may be required for an Alcoholic Beverage License.																																				
Will alcohol be available at the event?	Yes		No	X																																							
If yes, and if alcohol is sold, please provide a copy of the State of Florida Alcoholic Beverage License. Village of Indiantown zoning approval may be required for an Alcoholic Beverage License.																																											
FOOD																																											
F.	<table border="1"> <tr> <td>Will food be served at the event?</td> <td>Yes</td> <td>X</td> <td>No</td> <td></td> </tr> <tr> <td>Will food be sold or given away?</td> <td>Sold</td> <td>X</td> <td>Given Away</td> <td></td> </tr> <tr> <td>Will there be food vendors?</td> <td></td> <td>If yes, how many?</td> <td colspan="2">Approximately 25</td> </tr> <tr> <td colspan="5">Please show vendor location(s) on the Site Plan.</td> </tr> <tr> <td colspan="5">Applicants are responsible for obtaining a temporary food permit from the Division of Hotels and Restaurants/Department of Agriculture when serving food or non-alcoholic beverages. Non-profits are exempt.</td> </tr> <tr> <td colspan="5">Event organizer must certify that each vendor has State of Florida Health Department approval.</td> </tr> </table>	Will food be served at the event?	Yes	X	No		Will food be sold or given away?	Sold	X	Given Away		Will there be food vendors?		If yes, how many?	Approximately 25		Please show vendor location(s) on the Site Plan.					Applicants are responsible for obtaining a temporary food permit from the Division of Hotels and Restaurants/Department of Agriculture when serving food or non-alcoholic beverages. Non-profits are exempt.					Event organizer must certify that each vendor has State of Florida Health Department approval.																
Will food be served at the event?	Yes	X	No																																								
Will food be sold or given away?	Sold	X	Given Away																																								
Will there be food vendors?		If yes, how many?	Approximately 25																																								
Please show vendor location(s) on the Site Plan.																																											
Applicants are responsible for obtaining a temporary food permit from the Division of Hotels and Restaurants/Department of Agriculture when serving food or non-alcoholic beverages. Non-profits are exempt.																																											
Event organizer must certify that each vendor has State of Florida Health Department approval.																																											
MUSIC																																											
G.	<table border="1"> <tr> <td>Will music be provided at your event?</td> <td>Yes</td> <td>X</td> <td>No</td> <td></td> <td>How many sources?</td> <td>1</td> </tr> <tr> <td>What type?</td> <td colspan="6">DJ</td> </tr> <tr> <td>What time?</td> <td colspan="6">12pm - 10pm</td> </tr> <tr> <td>Name of the sound company</td> <td colspan="6">Jammin Joe Crowd Control</td> </tr> <tr> <td>Will a stage be erected?</td> <td>Yes</td> <td></td> <td>No</td> <td>X</td> <td colspan="2"></td> </tr> <tr> <td colspan="7">All music must end at 10:00 p.m. (Martin County Code of Ordinances)</td> </tr> </table>	Will music be provided at your event?	Yes	X	No		How many sources?	1	What type?	DJ						What time?	12pm - 10pm						Name of the sound company	Jammin Joe Crowd Control						Will a stage be erected?	Yes		No	X			All music must end at 10:00 p.m. (Martin County Code of Ordinances)						
Will music be provided at your event?	Yes	X	No		How many sources?	1																																					
What type?	DJ																																										
What time?	12pm - 10pm																																										
Name of the sound company	Jammin Joe Crowd Control																																										
Will a stage be erected?	Yes		No	X																																							
All music must end at 10:00 p.m. (Martin County Code of Ordinances)																																											
FIRE / EMERGENCY MEDICAL SERVICES																																											
H.	<table border="1"> <tr> <td>Are you requesting Fire / EMS at your event?</td> <td>Yes</td> <td></td> <td>No</td> <td>X</td> </tr> <tr> <td>Date</td> <td></td> <td>Times</td> <td colspan="2"></td> </tr> <tr> <td colspan="5">The Fire Chief will make the final determination for the need and number of fire / rescue personnel required.</td> </tr> </table>	Are you requesting Fire / EMS at your event?	Yes		No	X	Date		Times			The Fire Chief will make the final determination for the need and number of fire / rescue personnel required.																															
Are you requesting Fire / EMS at your event?	Yes		No	X																																							
Date		Times																																									
The Fire Chief will make the final determination for the need and number of fire / rescue personnel required.																																											
LAW ENFORCEMENT SERVICES																																											

Are you requesting law enforcement services at your event?		Yes	<input checked="" type="checkbox"/>	
Dates <b>June 28-30 2024</b>		Times <b>6pm-10pm</b>		RECEIVED APR 29 2024
<b>I.</b>	Traffic Control	<input checked="" type="checkbox"/>		External Security
	Crowd Control	<input checked="" type="checkbox"/>		Internal Security
	<b>Events that serve alcohol, close roadways, restrict traffic or are walks or runs will require law enforcement.</b> The Sheriff's Department will make the final determination for the need and number of Deputies required.			
<b>PRIVATE SECURITY SERVICES</b>				
<b>J.</b>	Will private security be provided?	<input checked="" type="checkbox"/>	If yes, provide company name.	
	Will crowd control be provided?	<input checked="" type="checkbox"/>	If yes, provide company name, date and time.	
<b>CLEAN UP / SANITATION / RECYCLING</b>				
<b>K.</b>	Will there be trash and recycling generated from this event?	<input checked="" type="checkbox"/>	No	
	Person managing clean up after the event.	Cleanup Committee		
	Will portable toilets be used?	<input checked="" type="checkbox"/>	No	
	If yes, who will provide them and remove them?	Rental		
	How many portable toilets will be provided?	2		
	<b>Clean-up must be provided by the Event Host. Garbage receptacle estimates shall be based on the amount of people attending and if food is provided. If food is served, a Waste Removal Plan shall be provided.</b>			
Dumpster. (Size of dumpster to be determined by Waste Management, Inc. based on the size of the event.)		Dumpster Size  <div style="font-size: 1.5em;">Large</div>		
<b>STREETS</b>				
<b>L.</b>	Are you planning on closing streets?	<input checked="" type="checkbox"/>	No	
	Estimated time of street closures	Start Date:	Time:	
		End Date:	Time:	
	<b>Village Council approval is required to close streets. Please attach a Maintenance of Traffic (MOT) Plan for the streets to be closed and a copy of a quote from a vendor on how the streets will be closed and then opened after the event. Please attach a public notice plan for notifying businesses and residents affected by the street closures.</b>			
	<b>ELECTRICITY</b>			
<b>M.</b>	Will electricity be used?	<input checked="" type="checkbox"/>	No	
	Will generators be used?	<input checked="" type="checkbox"/>	No	
	Number of Generators	1		
	Name of Company providing service?	Jammin Joe Crowd Control		
	What type of equipment will be used?	Sound System	Lights	
	<b>Lighting is required for an event taking place after dark. Site Plan must indicate source of electricity and location of generators. A Building Permit is required for generators.</b>			
<b>TENTS-CANOPIES-BOOTH-STAGES</b>				



<b>N.</b>	Will tents, stages, ticket booths, etc. be erected?	Yes		No	<b>X</b>
	<div style="text-align: right; color: red; font-weight: bold; font-size: 1.2em;">RECEIVED</div>				
	<div style="text-align: right; color: red; font-weight: bold; font-size: 1.2em;">APR 29 2024</div>				
If yes, what size and how many?					
Please include the location of these items on the required Site Plan.					
<b>All tents or canopies over 10'x12' shall bear a current "Flame Retardant" material insignia. Tents less than 900 square feet require a Village of Indiantown Tent Permit. Tents of 900 square feet or greater require approval from the Martin County Fire Department. The telephone number is (772) 463-7801.</b>					
<b>AMUSEMENT RIDES &amp; BOUNCE HOUSES</b>					
<b>O.</b>	Will the event include amusement rides or children's games?	Yes		No	<b>X</b>
	If yes, what kind?				
	If yes, provide the company name and phone number.			Phone	
	<b>A copy of the annual permit issued by the State of Florida for amusement rides must be provided.</b>				
<b>LIABILITY INSURANCE</b>					
(Attach valid Certificate of Insurance)					
<b>P.</b>	Name of Insurance Company <i>United States LIABILITY Insurance Company</i>				
	<i>SEE ATTACHED</i> Declarations Contact Name			Phone	
<b>BANNERS / SIGNS</b>					
<b>Q.</b>	Will banners or other signs be used?	Yes		No	<b>X</b>
	<b>If signs or banners are used, a Building Permit must be obtained from the Indiantown Building Division.</b>				
	<b>Signage associated with a special event shall be included for review and approval with the Special Event Application and may be installed one day prior to the event and shall be removed at the conclusion of the event. Signage is limited to the site of the event. Directional signs may be permitted in the right-of-way adjacent to event site or associated parking area(s) on the day(s) of the event subject to approval.</b>				
<b>SALES ITEMS</b>					
<b>R.</b>	Will items be sold during the event?	Yes	<b>X</b>	No	
	Who will sell these items?	<i>Private Vendors</i>			
	<b>The applicant must be able to verify Florida Sales Tax Numbers for all vendors.</b>				
<b>FIREWORKS</b>					
<b>S.</b>	Will fireworks be part of the event?	Yes		No	<b>X</b>
	If yes, who is responsible for the display?				
	Where will the fireworks be staged?		Phone		
	How will the fireworks be stored?				
	What time will the display begin?				
<b>Village Council approval is required for fireworks. A permit from the Martin County Fire Department is also required. If fireworks are shot over the water or if waterfront facilities are used, permission is required from U.S. Coast Guard.</b>					
<b>APPLICATION CERTIFICATION</b>					



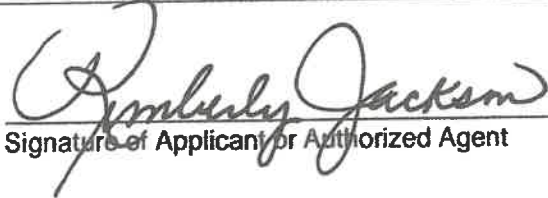
By accepting such a permit, the permittee(s) agrees to defend, indemnify and hold harmless the Village of Indiantown, its officers, employees and agents for any and all liability arising out of the actions permitted by said Special Event Permit, and the permittee(s) agrees to pay on behalf of the Village of Indiantown, all claims, damages, judgments, legal and court cost, adjuster fees, and attorney fees related thereto.

The permittee(s) agrees to provide to the Village of Indiantown with a Certificate of Liability Insurance naming the Village as additional insured, and which includes coverage for the effective date(s) of the Event, and with a minimum limit of liability of \$1,000,000 (one million dollars).

Failure to comply with the terms of this permit is grounds for denial or revocation. False or misleading information shall be grounds for denial of the Special Event Permit Application.

The organization represented by Applicant, its employees, subcontractors, or assigns, including acknowledges that he/she, together with any organization represented by Applicant, shall be solely responsible by complying with the terms of the Permit. I further understand that failure to comply with any of the provisions specified herein may result in immediate cancellation of this event by Village officials.

The applicant acknowledges that he/she has read and understands Sections 3-4.15 and 3-5.7 of the Village of Indiantown Land Development Regulations, as the same pertains to prohibited signs and structures within Indiantown, and that violation of these provisions are punishable.

  
Signature of Applicant or Authorized Agent

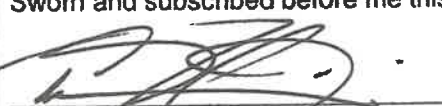
04/15/2024  
Date

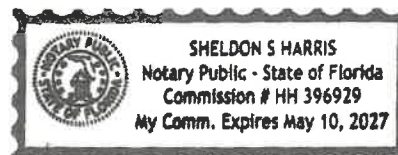
NOTARY

STATE OF FLORIDA:

COUNTY OF Martin

Sworn and subscribed before me this 15th day of April ~~March~~ <sup>8th</sup> 20 24.

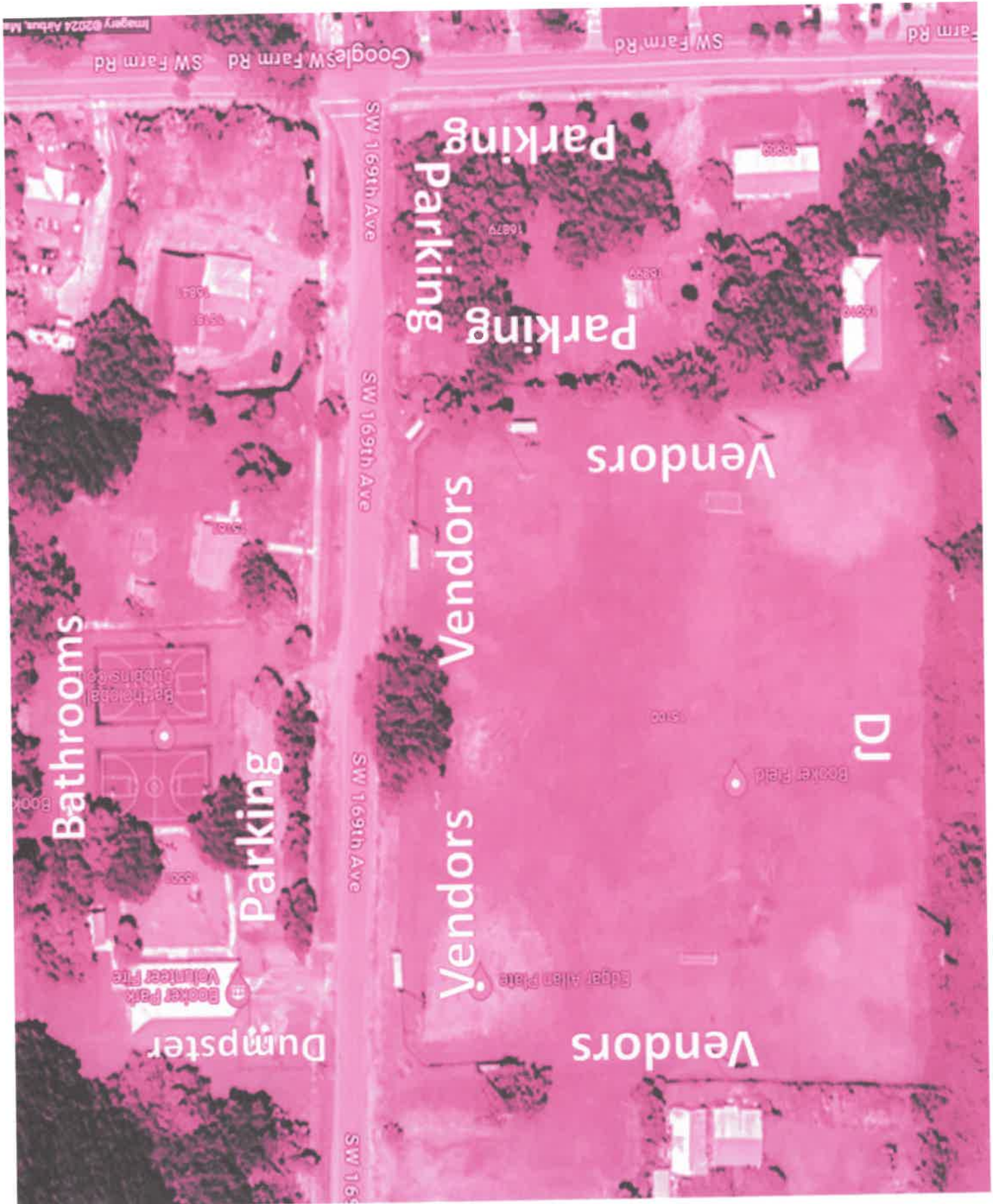
  
Signature of Notary Public  
Notary Public for the State of Florida



My Commission Expires: May 10, 2027

Rev. Mar. 2023

APR 29 2024









RECEIVED

APR 29 2024

SW 171st Dr

SW 171st Ave

Mt Zion Missionary Baptist Church

Parking

New Bethel AME

+

Indiantown Church

Parking

SW Magnolia St

Parking

Parking



NEW

Renewal of Number

# United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

## POLICY DECLARATIONS

No. SE 1110135

### NAMED INSURED AND ADDRESS:

**CONCERNED CITIZENS FOR BOOKER PARK, INC**

**1550 SW FLAGAMI RD**

**PORT SAINT LUCIE, FL 34953**

POLICY PERIOD: (MO. DAY YR.) From: 06/28/2024 To: 07/01/2024

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non-Profit Corporation

BUSINESS DESCRIPTION: Special Event

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE  
WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.  
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Liability Coverage Part	\$300.00
FIGA Surcharge	\$3.00
<b>TOTAL:</b>	<b>\$303.00</b>

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue  
**See Endorsement EOD (1/95)**

Agent: **BRAISHFIELD ASSOCIATES, A DIVISION OF HULL & COMPANY,  
LLC. (1799)  
5750 Major Blvd., Ste 200  
Orlando, FL 32819**  
Broker: **Kretschmer Insurance Agency, Inc  
2401 W Midway Rd  
Fort Pierce, FL 34981**

Issued: 04/11/2024 3:11 PM

By:   
Authorized Representative

UPD (08-07) THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS,  
COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF,  
COMPLETE THE ABOVE NUMBERED POLICY.

RECEIVED  
APR 19 2024



## BIBLE TEACHERS INTERNATIONAL INDIANTOWN

April 16, 2024

### Re: Parking (SWAMPFEST)

To whom it may concern, On behalf of Bible Teachers International, I Pastor Wanda Grooms have agreed to provide parking for the SWAMPFEST event on June 28-30, 2024. Our ministry will use this as an opportunity to fundraise by charging a small fee to allow parking for participants. Our address is 14719 SW Dr. MLK Jr. Drive, Indiantown, Florida 34956.

### Respectfully Submitted

Wanda Grooms

Wanda Grooms, Senior Pastor  
772-486-2977

State of Florida

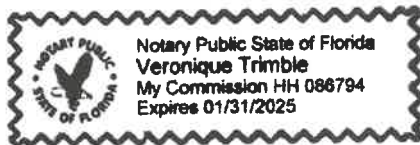
County of Martin

Signed and sworn (or affirmed) to before me on April 18<sup>th</sup> 2024 (date)

by Wanda Grooms (name/s of person/s making statement).

[Signature] (Signature of Notary Public)

(Seal/Stamp)

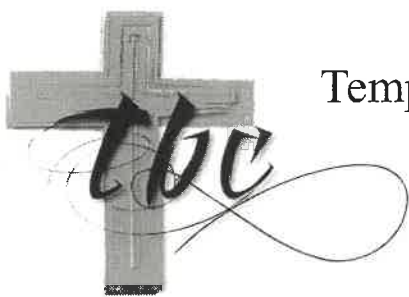


Mobile: 772-486-2977

Email: wandagrooms@yahoo.com

Address: 14720 SW Dr. Martin Luther King Jr. Drive, Indiantown, Florida 34956

RECEIVED  
APR 19 2024



Temple Beautiful Church of Indiantown Inc.

Post Office Box 1051  
14629 SW Dr. Martin Luther King Jr. Drive  
Indiantown, FL 34956  
Pastor Barbara J. Felton- Senior Pastor

April 17, 2024

To whom it may concern:

The trustee board of the assembly, Temple Beautiful Church of Indiantown, authorize the nonprofit organization, Concerned Citizens for Booker Park - Loretta Hill, point of contact, to use the Temple Beautiful Church of Indiantown's property located at 14629 SW Dr. Martin Luther King Jr. Drive, Indiantown FL. during the dates of June 28, June 29 & June 30 of 2024.

Signed: Barbara Felton

STATE OF FLORIDA

COUNTY OF Martin

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 17<sup>th</sup> Day of April, 2024 by Barbara Felton

Antrinet DOWLING  
(Signature of Notary Public-State of Florida)

(NOTARY SEAL)



Personally Known ☒ OR Produced Identification ☐

RECEIVED  
APR 19 2024

April 17, 2023

To Whom It May Concern:

I, Kimberly Jackson, on behalf of my father, Ardis Walter Jackson Sr., do authorize Loretta Hill of the Concerned Citizens For Booker Park to use the property located at 14699 SW Dr Martin Luther King Jr Blvd Indiantown, Florida 34956 for parking on June 28-30, 2024.

Sincerely,  
  
Kimberly S Jackson

