



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

October 10, 2024  
6:30 PM  
15516 SW Osceola St Suite B, Indiantown, Florida 34956  
Indiantown, FL 34956

**VILLAGE COUNCIL**  
CARMINE DIPAOLO, MAYOR  
ANGELINA PEREZ, VICE MAYOR  
PHYLLIS WATERS BROWN  
SUSAN GIBBS THOMAS  
VERNESTINE WILLIAMS-PALMER

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

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

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

**APPROVAL OF AGENDA**

**CONSENT AGENDA**

1. September 26, 2024, Budget and Millage Public Hearing Meeting
2. September 26, 2024, Regular Council Meeting Minutes

**PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS**

3. Proclamation for FL City Government Week
4. Presentation by Florida Department of Health for a Farmer's Market

**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**

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

**REGULAR AGENDA**

5. Indiantown Community Trust Fund Committee Grant Award Recommendations for 2025



6. Appointments to the Park and Recreation Advisory Board
7. Approval of Modification to the \$700,000.00 Small Cities CDBG Subgrant Agreement #22DB-OP-10-53-02-N05 regarding removal of installation for a fixed emergency generator to include concrete slab, fencing and electrical work at Magnolia Street Lift Station.

### **FIRST READING ORDINANCES**

### **SECOND READING ORDINANCES**

8. ORDINANCE NO. 08-2024 -- AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, CREATING SECTION 139.3, "PUBLIC CAMPING OR SLEEPING ON ANY PUBLIC PROPERTY, PUBLIC BUILDING, OR PUBLIC RIGHT-OF-WAY PROHIBITED" OF THE VILLAGE OF INDIANTOWN TRANSITIONAL CODE OF ORDINANCES; PROHIBITING PUBLIC CAMPING AND SLEEPING ON ANY PUBLIC PROPERTY; PROVIDING FOR EXCEPTIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR FINDINGS AND INTENT; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
9. ORDINANCE NO. 09-2024 -- AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, AMENDING SECTION 3-5.7 "TEMPORARY USES AND SPECIAL EVENTS" OF THE VILLAGE OF INDIANTOWN LAND DEVELOPMENT REGULATIONS; CREATING SECTION 3-5.10 "SPECIAL EVENTS", OF THE VILLAGE OF INDIANTOWN LAND DEVELOPMENT REGULATIONS; PROVIDING FOR THE REVIEW AND ISSUANCE OF SPECIAL EVENT PERMITS BY THE VILLAGE MANAGER; PROVIDING FOR REGULATION OF SPECIAL EVENTS; PROVIDING FOR APPEAL PROCEDURES; PROVIDING DUTIES OF PERMITTEES; PROVIDING FOR REGULATION OF PUBLIC CONDUCT DURING SPECIAL EVENTS; PROVIDING DEFINITIONS; PROVIDING FOR CONFORMING REVISIONS; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

### **DISCUSSION ITEMS**

10. Filling the Vacant Village Council Seat 5 Upon Councilwoman Susan Gibbs Thomas' Resignation

### **ANNOUNCEMENTS**

**NEXT REGULAR MEETING October 24, 2024 6:30 PM**

### **ADJOURNMENT**

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: October 10, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: September 26, 2024, Budget and Millage Public Hearing Meeting

SUMMARY OF ITEM: September 26, 2024, Budget and Millage Public Hearing Minutes

FISCAL IMPACT STATEMENT: NA

RECOMMENDATION: Approve September 26, 2024, Budget and Millage Public Hearing Minutes

PREPARED BY: LaRhonda McBride, Village Clerk

DATE: 10/4/2024

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: October 10, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: September 26, 2024, Regular Council Meeting Minutes

SUMMARY OF ITEM: September 26, 2024, Regular Council Meeting Minutes

FISCAL IMPACT STATEMENT: NA

RECOMMENDATION: Approve September 26, 2024, Regular Council Meeting Minutes

PREPARED BY: LaRhonda McBride, Village Clerk

DATE: 10/4/2024

**ATTACHMENTS:**

Description

September 26, 2024, Regular Council Meeting Minutes



**VILLAGE OF INDIANTOWN  
REGULAR VILLAGE COUNCIL MEETING MINUTES  
September 26, 2024  
6:30 PM**

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

**CALL TO ORDER:** 6:31 p.m.

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

**PRESENT:** Mayor Carmine Dipaolo, Vice Mayor Angelina Perez, Council Member Susan Gibbs Thomas, Council Member Vernestine Williams-Palmer, and Council Member Phyllis Waters Brown. *Staff:* Village Manager Taryn Kryzda, Village Attorney Wade C. Vose, Parks & Recreation Director Deborah Resos, Parks & Recreation Supervisor Brian Green, Finance Director Michael Florio, Village Clerk LaRhonda McBride, and Administrative Assistant Renae Cherry.

**INVOCATION:** LaRhonda McBride

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

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

Village Clerk McBride stated that Staff was requesting Items #8, #9, and #13 be pulled from the Agenda to be heard at a future meeting.

Discussion ensued regarding when Item #13 would be heard.

**CONSENT AGENDA:**

**Motion was made to approve the Consent Agenda by Council Member Gibbs Thomas. Motion was duly seconded by Council Member Palmer and approved unanimously.**

1. Approval of the Minutes of the Council Meeting of September 12, 2024
2. Approval of the Minutes of the Budget and Millage Hearing of September 12, 2024

3. Agreement for Professional Services for The Griffin Group FL, LLC, for Lobbying Services for the Village of Indiantown
4. **RESOLUTION NO. 011-2024**: A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, REMOVING FORMER MAYOR SUSAN GIBBS THOMAS AS SIGNATORY ON THE VILLAGE'S SOUTHSTATE BANK ACCOUNTS; ADDING NEW MAYOR CARMINE DIPAOLO AS NEW SIGNATORY ON THE VILLAGE'S SOUTHSTATE BANK ACCOUNTS; AND PROVIDING FOR AN EFFECTIVE DATE.
5. **RESOLUTION NO. 014-2024**: A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR A FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE POST FAMILY PARK SKATEPARK IMPROVEMENTS; COMMITTING THE VILLAGE TO AMEND THE VILLAGE'S CAPITAL IMPROVEMENT PLAN PURSUANT TO THE COMMUNITY PLANNING ACT (CHAPTER 163, PART II, FLORIDA STATUTES) IF THE PROJECT RECEIVES FRDAP FUNDS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
6. **RESOLUTION NO. 015-2024**: A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR A FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR BOOKER PARK PLAYGROUND REPLACEMENT AND IMPROVEMENTS; COMMITTING THE VILLAGE TO AMEND THE VILLAGE'S CAPITAL IMPROVEMENT PLAN PURSUANT TO THE COMMUNITY PLANNING ACT (CHAPTER 163, PART II, FLORIDA STATUTES) IF THE PROJECT RECEIVES FRDAP FUNDS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

**PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS:** None

7. Breast Cancer Awareness Month

Village Clerk McBride read the proclamation in honor of Breast Cancer Awareness Month.

Vice Mayor Perez accepted the proclamation.

8. Proclamation for National 4-H Week 2024

*(Clerk's note: This item was pulled under Additions, Deletions, Pulled Items,*

*or Other Modifications.)*

9. Florida Community Health Center Presentation

*(Clerk's note: This item was pulled under Additions, Deletions, Pulled Items, or Other Modifications.)*

10. Youth Sports Fact-Finding Committee Report

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

Barbara Clowdus presented the Fact-Finding Committee's report.

Vice Mayor Perez thanked Ms. Clowdus and asked what the next steps would be to form a Parks & Recreation Advisory Board.

Village Attorney Vose advised that the next step would be to make appointments to the Board.

Village Manager Kryzda stated that Staff would bring back an agenda item on this matter.

**PUBLIC COMMENT:**

Linda Nycum requested better communication from the Village during weather emergencies.

Kimberly Jackson Brown spoke regarding water testing.

**COMMENTS BY VILLAGE COUNCIL MEMBERS:**

Council Member Gibbs Thomas spoke regarding the need for better sidewalks around Indiantown High School for students to use. She suggested conferring with the Metropolitan Planning Organization (MPO) to see whether the MARTY bus could add a loop around the high school to its route once in the morning and once in the afternoon. She announced that the Florida Commission for the Transportation Disadvantaged (CTD) had its annual conference in West Palm Beach and had named the Martin County local coordinating board its 2024 Outstanding Coordinating Board of the Year as a direct result of the \$12,500 that had been set aside last year. She stated that she believes the two most impactful boards to get involved with are the MPO and the Chamber of Commerce and suggested that whoever is selected to sit on the MPO should ensure that State Road 710 remains the MPO's top priority. She encouraged that person to volunteer to chair the CTD Board as well because someone from Indiantown would make a great advocate for people who are often overlooked. She stated that the Board of the Chamber of Commerce is also very important, as the business community in Indiantown is growing.

Regarding the MARTY route, Council Member Palmer stated that there is a bus in West Palm Beach that transports people who need rides to the store or to appointments.

Council Member Gibbs Thomas stated that Indiantown has a similar service through the CTD.

Council Member Waters had no comments.

Vice Mayor Perez stated that she had submitted a service ticket to Florida Power & Light regarding the outage on Yalaha Street. She asked whether the Council would agree to provide several residents with rides to the 4C's Club, Caring Children/Clothing Children, in Stuart.

Village Manager Kryzda stated that for insurance purposes, a member of the Staff would need to do it.

Vice Mayor Perez volunteered to drive.

Mayor Dipaolo had no comments.

**COMMITTEE REPORTS:** None.

**COMMENTS BY VILLAGE MANAGER:**

Village Manager Kryzda asked whether the Village would be willing to participate in taking the National League of Cities recycling pledge.

**APPROVAL OF AGENDA:**

**Motion was made to approve the Agenda, as amended as follows, by Council Member Gibbs Thomas:**

- **Pull Item #8**
- **Pull Item #9**
- **Pull Item #13**

**Motion was duly seconded by Council Member Brown and approved unanimously.**

**REGULAR AGENDA:**

11. Letter of No Objection for Terra Lago to Place Temporary Manufactured Homes on Their Property During Construction

Village Manager Kryzda provided an overview of the item.

Discussion ensued regarding connectivity to septic and water systems.

**Motion was made to approve the Letter of No Objection for Terra Lago to place temporary manufactured homes on their property during**

**construction by Council Member Gibbs Thomas. Motion was duly seconded by Council Member Palmer and approved unanimously.**

12. Permission to Contact Martin County to Inquire About Property Located at 15655 SW Osceola Street in the Village of Indiantown

Village Manager Kryzda provided an overview of the item.

Janet Hernández spoke in support of using the property for the community.

**Motion was made to grant Village Manager Kryzda permission to contact Martin County to inquire about the property at 15655 SW Osceola Street by Council Member Gibbs Thomas. Motion was duly seconded by Council Member Brown and approved unanimously.**

13. Filling the Vacant Village Council Seat 5 Upon Councilwoman Susan Gibbs Thomas' Resignation

*(Clerk's note: This item was pulled under Additions, Deletions, Pulled Items, or Other Modifications.)*

#### **FIRST READING ORDINANCES:**

14. **ORDINANCE NO. 08-2024**: AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, CREATING SECTION 139.3, "PUBLIC CAMPING OR SLEEPING ON ANY PUBLIC PROPERTY, PUBLIC BUILDING, OR PUBLIC RIGHT-OF-WAY PROHIBITED" OF THE VILLAGE OF INDIANTOWN TRANSITIONAL CODE OF ORDINANCES; PROHIBITING PUBLIC CAMPING AND SLEEPING ON ANY PUBLIC PROPERTY; PROVIDING FOR EXCEPTIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR FINDINGS AND INTENT; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Village Attorney Vose provided an overview of the item.

Discussion ensued regarding how public sleeping would be handled by code enforcement.

Gloria Jennings asked whether the Martin County Sheriff's Office was aware of the Ordinance.

Village Attorney Vose stated that he had not yet circulated the Ordinance but



that it would not change much about the involvement of the Sheriff's Office.

**Motion was made to approve Ordinance No. 08-2024 on first reading by Council Member Gibbs Thomas. Motion was duly seconded by Council Member Brown and approved unanimously.**

15. **ORDINANCE NO. 09-2024:** AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, AMENDING SECTION 3-5.7 "TEMPORARY USES AND SPECIAL EVENTS" OF THE VILLAGE OF INDIANTOWN LAND DEVELOPMENT REGULATIONS; CREATING SECTION 3-5.10 "SPECIAL EVENTS," OF THE VILLAGE OF INDIANTOWN LAND DEVELOPMENT REGULATIONS; PROVIDING FOR THE REVIEW AND ISSUANCE OF SPECIAL EVENT PERMITS BY THE VILLAGE MANAGER; PROVIDING FOR REGULATION OF SPECIAL EVENTS; PROVIDING FOR APPEAL PROCEDURES; PROVIDING DUTIES OF PERMITTEES; PROVIDING FOR REGULATION OF PUBLIC CONDUCT DURING SPECIAL EVENTS; PROVIDING DEFINITIONS; PROVIDING FOR CONFORMING REVISIONS; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Village Attorney Vose provided an overview of the item.

Discussion ensued regarding the need for just cause to review appeals and the timeline for applications and appeals.

Mayor Dipaolo requested additional language stipulating that sports fields may only be used for sporting activities.

Discussion ensued regarding the proposed language change and the use of sports fields for events.

Janet Hernández asked whether the 10-day timeline stipulated in the Ordinance refers to calendar days or business days.

Village Attorney Vose confirmed that it refers to calendar days.

Regarding the discussion of the proposed language change for the use of sports fields, Ms. Hernández proposed waiting to amend the language.

Karen Onsager spoke in support of the proposed language change.

Laura Hernández spoke in opposition to the proposed language change.

Carolyn Parker spoke in opposition to the proposed language change.

Kimberly Jackson Brown spoke in opposition to the proposed language change.

Linda Nycum stated that the current discussion is unrelated to the Ordinance.

**Motion was made to approve Ordinance No. 09-2024 on first reading by Council Member Gibbs Thomas. Motion was duly seconded by Council Member Brown and approved unanimously.**

**SECOND READING ORDINANCES:** None

**DISCUSSION ITEMS:**

16. Special Event Application for Black History Fest to be held February 15-16, 2025.

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

Linda Nycum voiced concerns with the application.

Kimberly Jackson Brown addressed Ms. Nycum's concerns.

Karen Onsager spoke in support of the application.

**Motion was made to approve the Black History Fest application by Council Member Brown. Motion was duly seconded by Council Member Palmer and approved unanimously.**

**ANNOUNCEMENTS:**

Vice Mayor Perez announced three upcoming events:

- The Park-It Market on Friday, September 27, 2024, at 10:00 a.m. in Big Mound Park
- The first soccer home game in Big Mound Park on the weekend of October 5, 2024.
- The mobile Food Drive on Thursday, October 10, 2024, at 8:00 a.m. in Booker Park.

Council Member Palmer requested permission to travel to attend the Florida Black Caucus of Elected Officials workshop in Orlando on February 7-8, 2025.

Finance Director Florio confirmed that each Council Member has \$3,500 available per year to cover business-related travel expenses.

Consensus was reached to grant Council Member Palmer permission to attend the workshop.

**NEXT REGULAR MEETING:** October 10, 2024

**ADJOURNMENT:** 8:51 p.m.

**ATTEST:**

**VILLAGE OF INDIANTOWN, FLORIDA**

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

\_\_\_\_\_  
Carmine Dipaolo,  
Mayor

\_\_\_\_\_  
Date

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: October 10, 2024

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: Proclamation for FL City Government Week

SUMMARY OF ITEM: Florida City Government Week serves as an occasion to recognize the dedicated efforts and commitment of elected officials, city staff, volunteers, and community partners who work tirelessly to serve the public, uphold the values of transparency, accountability, and responsiveness, and ensure the efficient and effective delivery of municipal services.

FISCAL IMPACT STATEMENT: N/A

RECOMMENDATION: For informational purposes only

PREPARED BY: Renae Cherry

DATE: 9/20/2024

**ATTACHMENTS:**

Description

Proclamation for FL City Government Week

# Proclamation



## FLORIDA CITY GOVERNMENT WEEK OCTOBER 21-27, 2024

**WHEREAS**, Florida City Government Week (FCGW) provides an opportunity to raise awareness about the essential role and functions of local governments in promoting public health, safety, welfare, and quality of life, and in delivering vital services and programs that enhance the well-being and prosperity of communities; and

**WHEREAS**, Florida cities serve as the foundation of our democratic system, representing the voices, needs, and interests of residents, and providing a forum for civic engagement, collaboration, and decision-making on issues that affect the daily lives of individuals and families; and

**WHEREAS**, Florida City Government Week serves as an occasion to recognize the dedicated efforts and commitment of elected officials, city staff, volunteers, and community partners who work tirelessly to serve the public, uphold the values of transparency, accountability, and responsiveness, and ensure the efficient and effective delivery of municipal services. And FCGW provides an opportunity for residents to learn about the functions and responsibilities of local government, to engage with city officials and staff, and to participate in activities and events that promote civic education, awareness, and involvement.

**NOW, THEREFORE**, I, Carmine Dipaolo, Mayor of the Village of Indiantown, Florida do hereby proclaim October 21st through the 27th as Florida City Government Week. I call upon all residents to join the Village of Indiantown and to support efforts to strengthen and enhance municipal services and governance for the betterment of all.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the Village of Indiantown, Florida to be affixed this 10th day of October 2024.

ATTEST:

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LaRhonda McBride  
Village Clerk

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Carmine Dipaolo  
Mayor

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: October 10, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Presentation by Florida Department of Health for a Farmer's Market

SUMMARY OF ITEM: The Florida Department of Health has been working with the Village of Indiantown Parks and Recreation Department and other community groups to move forward with a Farmers Market in the Village of Indiantown.

FISCAL IMPACT STATEMENT: None at this time.

RECOMMENDATION: Staff recommends Council receive the presentation.

PREPARED BY: Deborah Resos, CPRP, Director of Parks and Recreation      DATE: 10/1/2024

**ATTACHMENTS:**

**Description**

DOH Farmers Market presentation



# Florida Department of Health

## Supporting Access to Healthy Food in Indiantown

October 10, 2024

# Presenters



## Nicholas Clifton, MHA

Health Officer

Florida Department of Health in Martin County (DOH-Martin)

## Angelica Castillo Da Silva, MPH

Government Operations Consultant

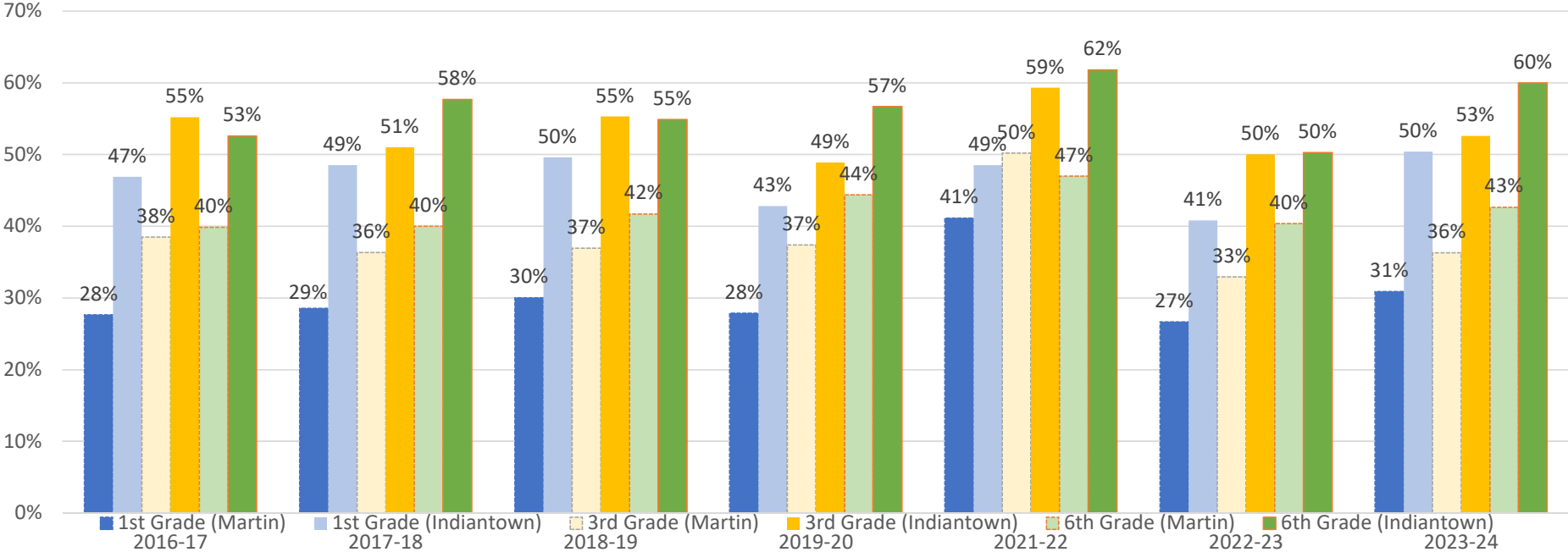
Florida Department of Health in Martin County (DOH-Martin)

## Brittani Jean-Philippe, MPH, MCHES

Community Impact Director, Palm Beach County & The Treasure Coast  
**American Heart Association**

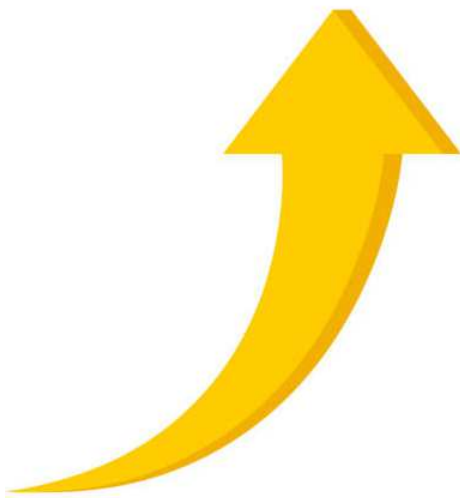


# BMI Screenings: Martin County Students



# Survey Key Findings

## Challenges



**High cost of  
produce**



**Lack of  
stores/produce**



**Limited  
transportation**

# Priorities



**Community Garden**



**Farmers Market**



**More Stores/  
Affordable Produce**

# Promote Existing Healthy Food Outlets

## Fresh Food and SNAP Locations

- Markets
- Mobile food banks
- Food pantries

**FRESH FOOD & SNAP LOCATIONS**

**Indiantown**

 <p><b>Pantry</b> 15549 SW Warfield Blvd. Tues., Thurs., Fri. 9:30 a.m. - 4:30 p.m.</p>	 <p><b>Market</b> 15500 SW Trail Drive Open daily WIC/SNAP/EBT</p>	<p><b>Fruteria San Pedro Market</b> 15553 SW Warfield Blvd. Mon. - Sun. 8 a.m. - 8 p.m. SNAP/EBT</p>
<p><b>La Victoria Market</b> 15488 SW Warfield Blvd. Open daily SNAP/EBT</p>	 <p><b>Market</b> 8006 SW Kanner Highway Saturdays: Nov. - May SNAP/EBT</p>	 <p><b>Produce Box</b> Saturdays: Nov. - May SNAP</p>
<p><b>Village Church of Indiantown/CROS Ministries Pantry</b> 15451 SW 150th St., Tuesdays, 11 a.m. - 4 p.m.</p>		
	<p><b>Booker Park/Mobile Pantry</b> 15101 SW 169th Ave., 2nd Thurs./month, 8 a.m. - 10 a.m.</p>	
<p><b>Big Mound Park/Park-It Market</b> 15205 SW Indian Mound Dr., last Fri./month 10 a.m. - 11:30 a.m.</p>		

Sept 2024



# Village of Indiantown: Farmers Market

The American Heart Association will advocate for the Village of Indiantown to receive \$235,000 in appropriations funds from Martin County to establish and support the Indiantown Farmers Market for three years.



# Market Logistics

## Post Family Park

- Launch October 2025
- Market will be promoted via social media, word of mouth, and community flyers
- UF/IFAS and Feeding Florida to provide technical assistance





# Benefits to the Community



**Fresh Access FEEDING FLORIDA**

SHOP WITH SNAP/EBT OR P-EBT

**GET FREE**

FRESH FRUITS & VEGETABLES

AT PARTICIPATING OUTLETS

BUY \$1 WITH SNAP OR P-EBT

**GET \$1**

IN FRESH ACCESS BUCKS

Up to **\$40** per day

Farmers Markets, Farm Stands, CSAs & Mobile Markets

Up to **\$10** per visit

Community Grocery Stores

FIND AN OUTLET NEAR YOU WITH THE QR CODE OR [WWW.FRESHACCESSBUCKS.COM](http://WWW.FRESHACCESSBUCKS.COM)



# Market Partners





# Questions?



# Contact Information

**Angelica Castillo Da Silva, MPH**

Government Operations Consultant

Florida Department of Health in Martin County

[Angelica.Castillodasilva@flhealth.gov](mailto:Angelica.Castillodasilva@flhealth.gov)

772-230-6156

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: October 10, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Indiantown Community Trust Fund Committee Grant Award Recommendations for 2025

SUMMARY OF ITEM: The Village of Indiantown (Village) Council appointed individuals to serve on the Indiantown Community Trust Fund Grant Committee (Committee): Ms. Linda Nycum, Ms. Kimberly Jackson-Brown, Mayor Susan Gibbs Thomas, and Ms. Frances Delgado. In July 2024, the Committee met and reviewed applications that were submitted the end of June. Upon review of the applications, only one, Martin County 4-H Association, met the criteria of the initial agreement between Indiantown Cogeneration LP and Martin County Board of County Commissioners. When the Village incorporated, Martin County transferred the assets from the Indiantown Community Trust Fund to the Village, and the Village became the trustee for the fund. The fund was initiated with a \$1,000,000 contribution from Indiantown Cogeneration LP, which was acquired by Florida Power & Light, the intent was for the interest that is earned on the \$1.0M would be used as a grant program to benefit the Indiantown area.

The trust was established on July 23, 1991 and terminates on July 23, 2025. Upon termination, the \$1M are to revert back to FP&L. The interest earned remains with the Village to be used for future grant awards. Presently, there is roughly \$93,000 in the trust fund account. The trust agreement allows the Village to retain 25% of the interest earnings, which would equate to \$23,250, to be placed into a separate trust fund for exclusive use of the Village for continuance of the grant program. Per the trust agreement, examples of projects for funding include, but are not limited to general training programs for local residents, day care facilities, recreation facilities, community center, general community beautification projects, "seed money" for use in Community programs for matching funds. Projects that are not to be funded are capital facility projects ordinarily funded by the village to meet level of service.

Six applications (5 were received for this timeframe, and 1 from prior submittals (4-H) that met the criteria) were reviewed, five of the six applications, the Committee felt met the criteria established in the agreement. The Committee is recommending each approved applicant be awarded \$5,000.00. Once the \$23,250.00 (the 25% interest earned allowed to be placed into a separate fund), and the \$25,000.00 recommended to be awarded are finalized, the fund will have \$44,750.00 remaining to continue to collect interest earnings and be awarded next year for the 2026 calendar year.

The following are the applications received and the reasoning for Committee recommendations for award:

**Holy Cross Catholic Church**

Program: Funding to assist residents in Indiantown with light bills, water bills and rental assistance (full application is included with this item).

Requested Amount: \$10,000-\$15,000

Line Item Budget in Application: Rental Assistance \$ 8,000

Utility - FPL \$ 3,500

Utility - Water \$ 3,500

Total \$15,000

Committee Recommendation: Utility - FPL \$ 2,500

Utility - Water \$ 2,500

\_\_\_\_\_Total \$ 5,000

Committee had concerns as to how the release of funds would be monitored to ensure the utility bills were paid.

-  
-

**House of Hope**

Program: Focus on further expansion and development of programs to ensure that the needs of underserved members of the community are addressed with a full time Indiantown Branch Manager (full application is included with this item).

Requested Amount: \$18,000

Line Item Budget in Application: Direct Client Assistance \$ 5,831

Employee Benefits \$ 6,156

Facilities & Maintenance \$ 69,294

Meetings - Memberships \$ 330

Office Administration \$ 9,832

Equipment \$ 2,862

Technology \$ 3,248

Transportation \$ 1,850

Payroll expense \$ 150,345

Total \$249,748

Committee Recommendation: \$5,000

For Direct Client Services, did not feel having the grant utilized for payroll was appropriate.

**Indiantown Chamber of Commerce**

Program: Funding to assist with their four major projects: Indiantown Kids Fishing Tournament, 4th of July Celebration, Trunk or Treat, and Christmas Parade (full application is included with this item).

Requested Amount: \$20,000

Line Item Budget in Application: Advertising & Marketing \$ 1,500

Awards \$ 900

Concession Expense \$ 1,700

Entertainment \$ 1,200

Equipment Rentals \$ 8,700

Operational Expense

(incl. Sheriff & Fire Rescue) \$ 34,015

Insurance \$ 2,500  
 Permitting & Fees \$ 1,100  
 Printing & Reproduction \$ 1,000  
 Program Administration \$145,300  
 Total \$197,925

Committee Recommendation: \$5,000 for line item: Operational Expense (includes Sheriff & Fire Rescue, Supplies, etc.)

Application indicated safety & security for all participants was first priority. Committee determined Sheriff & Fire Rescue funding would be appropriate.

**Indiantown Warriors Soccer Club**

Program: Funding to assist Indiantown Warriors Soccer Club with scholarships and equipment (full application is included with this item).

Requested Amount: \$9,999.75  
 Line Item Budget in Application: Full Scholarships  
 (20 awarded at \$190.00 each) \$ 3,800  
 Partial Scholarships  
 (12 awarded at \$95.00 each) \$1,140.00  
 Total Scholarships \$4,940.00

Equipment: Pinnies (Training Vest) (25 at \$5.25) \$ 131.25  
 2' Disc Cones (100 at \$0.90) \$ 95.00  
 Corner flags (4 at \$51.95) \$ 207.80  
 Paint machine (1 at \$1,800.00) \$ 1,800.00  
 Paint (white) (2 at \$77.95) \$ 155.90  
 Paint (color) (4 at \$79.95) \$ 319.80  
 Trophies (150 at \$10.00) \$ 1,500.00  
 Soccer balls (105 at \$10.00) \$ 1,050.00  
 Total \$ 5,059.75

Committee Recommendation: Scholarships for a total of \$5,000.

Capital costs, like equipment, is not allowed per the agreement.

**Martin County 4-H Association**

Program: Funding to assist club members with expenses they incur for various activities (full application is included with this item).

Requested Amount: \$5,225.00  
 Line Item Budget in Application:  
 Pay animal entry fees for Martin County Fair \$ 1,725.00  
 (5 Dairy Heifers @ \$50 each, 7 Steers @ \$125 each  
 4 Pigs @ \$100 each and 4 Beef Heifers @ \$50 each)  
 Pay for uniforms (Fair week tshirts) for members \$ 750.00  
 Miscellaneous Craft and Club fees \$ 500.00  
 Educational Trip to University of Florida, \$ 500.00  
 (a local dairy and another farm to be determined)  
 Send three (3) kids to 4H University and/or other \$ 750.00  
 4-H State functions  
 Fundraising (Fish Fry) Supplies \$ 1,000.00

Total \$ 5,225.00

Committee Recommendation: All line items as shown, except for last item (Fundraising) would be allocated \$775.00 for a total award of \$5,000.00

**Mount Zion Missionary Baptist Church**

Program: Funding request is for entire removal of carpet and installation of tile (full application is included with this item).

Requested Amount: \$15,000.00

Line Item Budget in Application:

The funds awarded will be used to solely pay for the removal of carpet and installation of tile, with the addition of an individual for two weeks to ensure building is available and provide oversight of project \$15,000.00

Committee Recommendation: No award of funding, the project did not meet the intent of the program, which prohibits capital facility projects.

Staff has prepared the necessary agreements, and they will be modified based upon Council direction.

**FISCAL IMPACT STATEMENT:**

The Indiantown Community Trust Fund program is funded by the interest earnings within the fund.

**RECOMMENDATION:** Staff is requesting a separate motion for each award due to Council members that have a direct relationship with the grant applicants and should abstain from voting when a conflict exists.

- 1) Motion to award \$5,000.00 to Holy Cross Catholic Church for funding as outlined in the agenda item and Mayor to sign the grant agreements once finalized.
- 2) Motion to award \$5,000.00 to House of Hope for funding as outlined in the agenda item and Mayor to sign the grant agreements once finalized.
- 3) Motion to award \$5,000.00 to Indiantown Chamber of Commerce for funding as outlined in the agenda item and Mayor to sign the grant agreements once finalized.
- 4) Motion to award \$5,000.00 to Indiantown Warriors Soccer Club for funding as outlined in the agenda item.
- 5) Motion to award \$5,000.00 to Martin County 4-H Association for funding as outlined in the agenda item and Mayor to sign the grant agreements once finalized.
- 6) Motion to place \$23,250 (25% of the total interest earned to date) of the monies within the Indiantown Community Trust Fund into a separate fund as provided for in the original agreement when the fund was established.

**PREPARED BY:**

Taryn G. Kryzda, Village Manager

**DATE:** 9/17/2024

**ATTACHMENTS:**

**Description**

ICTF grant application Holy Cross

ICTF grant application House of Hope

ICTF grant application Indiantown Chamber

ICTF grant application Indiantown Warriors Soccer

ICTF grant application Martin County 4-H Assoc

ICTF grant application Mount Zion Church

**APPLICATION FOR PROJECT FUNDING**

**INDIANTOWN COMMUNITY**

**TRUST FUND**



**MAY 2024**

**DUE BY JUNE 28, 2024**

**BY 4:30 P.M.**



**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION I**

**ADMINISTRATIVE INFORMATION**

AUG 30 '24 AM 10:15

**1. APPLICANT:**

Organization: Holy Cross Catholic Church

Name  
(Executive Director or President): Rev. Francisco J Osorio

Address: 15939 Sw 150<sup>th</sup> ST, Indiantown  
FL 34956

E-mail: Holycross351@gmail.com

Telephone: 772-597-2798

Fax No.: 772-597-2741

Tax Exempt No.: 85-80125891166-2  
(if applicable)

**2. CONTACT (if different from above)**

Name Juan Carlos Lasso

Title: Director of Religious Education

Telephone: 772-597-2798

E-mail: Holycross351@gmail.com

**3. CHIEF FINANCIAL OFFICER (if different from above)**

Name: Janet Hernandez

Address: (if different from above)

E-mail Holycross351@gmail.com

Telephone: 772-597-2798

# Project Identification

## Section II

This project will help the Indiantown community by having funds to assist the residents of Indiantown. As a church we see many parishioners who are also residents of Indiantown in need of assistance. Funds will be allocated to help with light bills, water bills, and rental assistance. Unfortunately, we are not able to help everyone in this town as we would like due to lack of funds within the church. But, if awarded with this grant, then our hope would be to not only help parishioners, but also ANY resident in need. We will only help mainly Indiantown residents and unincorporated Indiantown residents. As a church we welcome everyone, and we would like to have the opportunity to help all no matter what their beliefs. Life is very short and should be cherished, so being able to help someone live without worrying about a need, then that makes us happy.

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION III**

**BUDGET SUMMARY**

Requested Funding from Indiantown Community Trust Fund

\$ 10,000 - 15,000

Other Funding (if any)

\$ \_\_\_\_\_

Source of those funds reflected above.

\$ \_\_\_\_\_

In-kind (if any)

\$ \_\_\_\_\_

Total Project Cost

\$ \_\_\_\_\_

Income:

Grant: \$10,000.00 - \$15,000.00

Expense:

Rental Assistance - \$8,000

Utility - FPL \$ 3,500.00

Utility - Water \$ 3,500.00

We would take care of Overhead cost. This will solely be distributed to residents of Village of Indiantown. This would also include unincorporated Indiantown.



# Project Budget Schedule

## Section IV

These funds will be used to assist Indiantown residents pay bill(s). The continuation of the project does not solely rely on these funds, but it does change who gets assistance. Our dream would be to help everyone in this town, but that would not be possible without these funds. If partial funds are awarded, the project will proceed, but will still be limited. The limitations that would be in place will have us select those in greater need (i.e.. those without a job now, injured and unable to work, etc.). It would be great to receive the full funding, but partial would also help a select few in this town. If awarded these funds, those applying would have to meet certain criteria to be able to obtain assistance. They would have to bring proof of unpaid bill(s) and a check would be made out directly to whichever company they owe. Since we would like to help as many people as we can, those applying for assistance would be limited to how many times they can get it to ensure more than one family gets the help they need.

# Organizational

## Section V

Holy Cross Catholic Church is a parish part of the  
Diocese of Palm Beach.

Holy Cross Parish celebrated its first Mass on Sunday, July 3, 1960, in a small church building donated by Mrs. Yvonne Famel. The Church takes its name from a relic of the True Cross which was also donated by Mrs. Famel. Made up of both white and Hispanic members, the parish community grows more robust with each passing year. Although there is a segment of the church family from the Indianwood section of Indiantown — a senior-living community — there are a few Hispanic members originally from both Guatemala and Mexico. The median age of the church family is late 30s to early 40s, an encouragingly young demographic.

In 1966 a new Church building was constructed and the parish moved to its current location on 150th Street. Holy Cross celebrated its 50th anniversary on September 19, 2010 at the dedication and blessing of our new church building. The church is dedicated to serving Christ and welcoming everyone, especially those seeking a spiritual home.



Holy Cross Catholic Church • Parroquia de la Santa Cruz

Diocese of Palm Beach • Diócesis de Palm Beach

To whom it may concern,

I, Father Fr. Osorio, Pastor of Holy Cross Catholic Church, hereby authorize to submit this application for this grant. If all or part of the grant money is awarded, I will make sure to fulfill the promises stated on the use of the funds as explained in this application.

In God we trust,

*Rev. Fr. Osorio*

Chart of Administrations

Pastor: Rev. Francisco J Osorio

Parochial Vicar: Rev. Chamindra Williams

Director of Religious Education: Juan Carlos Lasso

Bookkeeper: Janet Hernandez

Secretary: Luis Nicolas

15939 SW 150th Street, Indiantown, FL 34956  
772.597.2798 • 772.597.2740 • Fax 772.597.2741

E-mail: [holcros1@itspeed.net](mailto:holcros1@itspeed.net)

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**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND**

AGENCY AUTHORIZED OFFICIAL:

NAME: Rev. Francisco Osorio  
(Type Name)

TITLE: Pastor  
(Type Title)

SIGNATURE: Rev. Fco. Osorio

DATE: 8-29-24

STATE OF FLORIDA  
VILLAGE OF INDIANTOWN

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of August, 2024, by Rev. Francisco J. Osorio on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as proof of identification.

NOTARY PUBLIC



**JANET HERNANDEZ**  
Commission # HH 266659  
Expires September 18, 2026

Janet Hernandez  
Name:  
State of Florida at Large

My Commission Expires: September 18, 2026

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION I**

**ADMINISTRATIVE INFORMATION**

**1. APPLICANT:**

Organization: House of Hope

Name  
(Executive Director or President): Robert Ranieri

Address: 2484 SE Bonita St  
Stuart, FL 34997

E-mail: rob@hohmartin.org

Telephone: 772-286-4673 ext. 1001

Fax No.: 772-286-7696

Tax Exempt No.: 59-2422998  
(if applicable)

**2. CONTACT (if different from above)**

Name Amy Belisle

Title: Development Manager

Telephone: 772-286-4673 ext. 1002

E-mail: amyb@hohmartin.org

**3. CHIEF FINANCIAL OFFICER (if different from above)**

Name: Deidra Kinnaman

Address: (if different from above)

E-mail deidra@hohmartin.org

Telephone: 772-286-4673 ext. 1008



**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION II  
PROJECT IDENTIFICATION**

This section must describe the specific project proposed for funding. Describe how the proposed project will benefit the Indiantown community.

Start below (use continuation pages if necessary).

The proposed project encompasses all of House of Hope’s services in Indiantown, with a focus on the **further expansion and development of programs to ensure that the needs of all underserved members of the community are addressed.**

House of Hope in Indiantown:

House of Hope has been serving the food insecure and low income residents of Martin County since 1984 and has service centers in Stuart, Hobe Sound, Indiantown, and Jensen Beach. House of Hope has supported the most vulnerable residents of Indiantown for well over 15 years. Our Project HOPE (Helping Others Progress through Empowerment) client services in Indiantown reach about 174 residents monthly (340 annually) with access to client choice pantry, clothes closet, case management, financial assistance, seasonal support for school supplies, holiday gifts and food, workforce development, housing assistance, and information and referrals. In more recent years, agency support in Indiantown has grown exponentially through food bank partnerships, increased nutrition education access using our traveling garden, and the KinDoo Family Center becoming House of Hope’s third Center for Enrichment after Sisters Mary Dooley and Kate Kinnally retired. **Last year, 1,368 Indiantown residents benefited from House of Hope’s programs and services.**

Through community outreach in the Indiantown region and County-wide, House of Hope raises awareness of available services, creates new partners for food bank and nutrition education programs, and collects feedback that helps us plan enrichment services and programming, especially at KinDoo, to ensure that the needs and interests of all members of the community are addressed, including all ages, stages, ethnicities, abilities, etc. For example, our Let’s Start Learning kindergarten readiness class for 2-4 year olds was added to KinDoo this year to strengthen the social-emotional and academic foundation that Indiantown students have when they enter elementary schools. A partnership with the Indiantown Community Trust will support House of Hope’s efforts to elevate the caliber and breadth of programs available to Indiantown residents who need them most.

Proposed Funding Details:

**The requested funding will cover a portion of the 2024-2025 operating expenses required to provide House of Hope’s basic needs, life skills and empowerment services to Indiantown residents.** These services are accessible through the House of Hope Indiantown Service Center (15549 SW Warfield Blvd), House of Hope KinDoo Center for Enrichment (14557 SW 174th Court, New Hope community), and area partners such as Hope Rural School, YMCA Indiantown, Warfield Elementary School, and Perkins HeadStart. Through these locations, Indiantown residents have access to basic needs, enrichment services and nutrition education that empowers them to overcome hunger and hardship, and to retain or obtain safe,

affordable housing. **The requested funding will supplement the salary of the Indiantown Service Center Branch Manager who is dedicated to helping Indiantown residents.** 100% of the time spent by the Branch Manager is dedicated to ensuring a valuable, dignified and empowering experience for each client served.

The Indiantown Branch Manager is a bilingual staff member who works full-time at the House of Hope service center in Indiantown and interacts with community members and agency clients regularly. The Branch Manager has coordination and managerial duties related to Project HOPE client services and the on-site pantry, clothes closet and thrift store. She enters data from Project HOPE; supervises volunteers helping in all aspects of the Indiantown service center – pantry, thrift sales, donation receiving or sorting; assists customers in thrift and clients with pantry and clothes closet services; and manages the inventory for food and thrift, to ensure that the supplies are there as needed. **For many clients who come to that location, the Indiantown Branch Manager is the first and most reliable face they see when they enter the facility.** She is a safe and trusted resource for clients and community members, and is an advocate within House of Hope for the needs of the individuals and community she serves. The Branch Manager encourages clients and community members to visit and utilize our Center for Enrichment at KinDoo in Indiantown. The current manager is an Indiantown resident and has been in this role at our Indiantown Service Center for nine years.

All House of Hope programs and services are provided at no cost to the clients, partners, or participants served, and are intended to ease recurring financial burdens of food, clothes, rent, medical expenses, etc. This offers clients a chance to reallocate limited income to pay critical bills, provide healthy basic needs for their household, and enhance their employable skills and confidence in ways that help them elevate their long term economic standing and financial stability. Program partners also save money that was allocated for food supplies now received from House of Hope, and have the chance to redirect those saved funds back into their mission.

#### Program Details:

Every Project HOPE client completes a comprehensive assessment to identify areas in their lives that may be obstacles to their success - health, employment, transportation, language, child care, etc.- and works with their dedicated case manager to identify the many agency and community resources available to help them overcome those obstacles and achieve financial stability. Knowing that healthy children are better learners and healthy adults are better earners, House of Hope has prioritized a health and nutrition initiative through every service offered, to address the higher than average rates of diabetes, heart disease, hypertension and obesity in low income communities. **The agency seeks to improve the overall health and wellness of the Indiantown community** by providing the highest quality food and services to clients and partners, and offering nutrition education classes that raise awareness of the importance of healthy eating. Beyond food and basic needs, agency support may include financial assistance, referrals to other local outreach resources, help with the job searching and applying process, assistance finding options for affordable housing, and vouchers to shop cost-free for clothing and home goods from the agency thrift store.

Agency pantries provide a dignified model of service that replicates a supermarket and allows client choice shopping to ensure a household's health and dietary needs. Household clients make monthly "full shopping" visits to the pantry where they may receive over \$450 worth of groceries, including dairy, meats, fresh produce, and healthy prepared meals. Clients experiencing homelessness are offered daily visits for a day bag that includes sandwiches, salads, healthy sides, drinks, toiletries and other essentials; and household

clients may return every 15 days for fresh produce. Every client gets nutritious and fortifying meals delivered from our Elisabeth Lahti Nutrition Center which is powered by volunteers. Over 900 sandwiches, salads, frozen meals, and repackaged meals are prepared each week. For many of our older clients, clients experiencing homelessness, or others who have difficulty navigating a kitchen, meals and sandwiches from the Nutrition Center are some of the most complete and nutritious meals they may have.

House of Hope's production farm is a dedicated source of fresh, healthy superfoods year-round for our pantries and food partners. Over 21,000 plants are growing on any given day at the farm, in stages from seedling to ready-to-harvest. Harvests from its 92,000 cubic feet of hydroponic greenhouse growing space, 70-tree orchard, and in-ground crops provide 1,500 packages of produce each week. Crops include bok choy, kale, spinach, herbs, tomatoes, green peppers, jalapeno peppers, eggplant, collards, cucumbers, bananas, avocado and papaya; new crops are being established in 2024 to provide year round harvesting of melons, broccoli, cauliflower, strawberries, blackberries and other berries. **Growing plans are culturally sensitive**, with consideration that a large portion of the communities we serve are minorities, including Hispanic and African American. A dedicated packing house at the farm allows for efficient and proper cleaning, packaging, and storage of all produce grown, gleaned, or donated. Package labels include recipe suggestions to encourage clients to choose healthy produce at pantries, even when unfamiliar with some items. **Almost 40% by weight of all food distributed by House of Hope is fresh produce, which elevates the quality of healthy food that is accessible to the low income residents served.**

Healthy eating can reduce or eliminate the effects of diet related diseases like diabetes and obesity that are prominent in low income communities and can directly interfere with an individual's chances for financial stability. **98% of pantry clients surveyed reported eating healthier as a result of food they received from agency pantries.** Anecdotally, clients share that food at agency pantries provides the opportunity to maintain or lose weight and serve nutritious, home-cooked meals. Food bank partners receive fresh produce and healthy food options to support their clients and missions. **Hope Rural School is House of Hope's largest food partner in Indiantown, getting almost 4,000 pounds of food annually**, which is used to provide healthy snacks including fruit, and milk and juices for students.

House of Hope provides nutrition education through healthy cooking classes at KinDoo and garden-centric classes at Hope Rural School, YMCA Indiantown, Warfield Elementary School, and Perkins HeadStart. Every student at Hope Rural and a subset of students at the YMCA participate in weekly classes that use the traveling nutrition education garden to increase their exposure to nutrition concepts and improve their attitudes towards healthy eating. Group programs at Warfield Elementary and HeadStart are once a year, with every student at the school participating. These classes use the traveling nutrition education garden to enhance the experience by engaging all senses of seeing, smelling, touching, and tasting what is growing in the garden, while hearing about nutrition concepts and the importance of eating healthy. Evidence based curricula are used to measure results, showing that **90-100% of the participating youth in each group improve their knowledge of nutrition concepts as a result of the program.** These programs establish a foundation of healthy eating, and encourage students to share what they learn with their family, which encourages healthier habits throughout their community that can lead to more success and financial stability.

In July 2023, House of Hope inherited KinDoo Family Center in Indiantown from its retiring founding directors, Sisters Mary Dooley and Kate Kinnally SSND. The Center is our third Center for Enrichment and continues to be a trusted resource for area residents. **KinDoo classes are cost-free to participate, open**

**to the public and focus on skills-enhancement to fill certain education, health, and communication gaps that are most common for Indiantown residents in the surrounding community.** English literacy, computer access with printers, beginning and advanced sewing, healthy cooking and nutrition education, and a kindergarten readiness program for ages 2-4 with parents are the current programs available at KinDoo. Each program has multifaceted benefits that include increased self-confidence, socialization, community morale and involvement, contribution to household income, and success in school and employment. For example, sewing students strengthen neighborly relationships in class, can save household resources by making clothing, drapery, tablecloths, etc. at the Center, and may have the chance to create a small business selling homemade items that contributes to their household income. KinDoo is now open year round, with over 60 participants expected in the coming year, and **a future capacity to add program times and topics.**

House of Hope's Benefit to the Indiantown Community:

In the past fiscal year, House of Hope programs and services provided the following to the Indiantown community:

- 71,142 pounds of nutritious food including fresh produce was distributed from our client choice pantry on Warfield Blvd;
- 321 unduplicated clients in 132 households benefited from pantry services;
- 19 clients experiencing homelessness benefited from daily pantry access;
- Hope Rural School received almost 4,000 pounds of House of Hope food at no cost;
- Project HOPE case management supported 340 individuals with coaching and a self-assessment that helps clients identify and address obstacles to financial stability;
- Clothes closet services were provided to 90 unduplicated individuals in 52 households, with voucher access to clothes, homegoods, furniture, and small appliances;
- 32 individuals in 21 households received a total of \$5,831 of financial assistance to pay critical household bills that helped them retain their housing;
- Workforce development supported 16 individuals at an Indiantown Job Fair;
- Nutrition education reached 837 individuals through one time group programs at Warfield Elementary and Perkins HeadStart;
- 141 students participated in weekly nutrition education classes at Hope Rural School and YMCA Indiantown;
- Enrichment programming at KinDoo reached 50 individuals, with computer labs, sewing class, English and early learning for 2-4 year olds.

To create a welcoming, comfortable environment where all community members feel respected and heard, all House of Hope Indiantown staff are bilingual in English and either Spanish, Spanish-dialects or Creole. Agency services strengthen families, prevent homelessness, equip students to learn and grow, improve health, encourage employment and change lives. Our enrichment service number is projected to increase almost 30% in the coming year if this and other funding is secured, which will help us increase program offerings that meet the needs of even more community members. Every program and service is available at no cost to the client or partner served.

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION III**

**BUDGET SUMMARY**

Requested Funding from Indiantown Community Trust Fund

\$ 18,000

Other Funding (if any)

\$ 231,748

Source of those funds reflected above.

\$ grants, thrift revenue

In-kind (if any)

\$ 110,923 (food donations)

Total Project Cost

\$ 249,748

**APPLICATION FOR PROJECT FUNDING FROM THE INDIANTOWN  
COMMUNITY TRUST FUND  
SECTION IV**

**PROJECT BUDGET SCHEDULE  
(LINE-ITEM BUDGET)**

This section must specifically identify how funds will be allocated (i.e., benefits, rent, utilities, office supplies, etc.). Can this project proceed as designed if the full amount of funding requested from the Indiantown Community Trust Fund (ICTF) is not available? Can the project proceed with a reduced scope if only partial funding of the amount requested from the ICTF is available?

NOTE: Funding is in the form of reimbursement for funds spent during the term of the contract and for costs directly related to the project described in your application.

Start below (use continuation pages if necessary).

100% of the requested funding will be used to supplement the salary of the full time Indiantown Branch Manager. The Branch Manager’s total salary is \$46,688, which is included in the Payroll Expenses line item in the operating budget below.

If the full amount of funding requested from the Indiantown Community Trust is not available, House of Hope’s Indiantown services will continue, yet the ability to expand services and increase resources to benefit even more residents will have a delay as we secure additional funding. Without this funding, the balance of the existing project expenses will be funded by income from individual donations, special events, and thrift store revenue.

Annual Operating Budget for House of Hope’s Indiantown programs and services

Expense	total of all Itown
Total 6000 • Direct Client Assistance	5,831
Total 6070 • Employee Benefits	6,156
Total 6073 • Facilities & Maintenance	69,294
Total 6150 • Meetings-Memberships	330
Total 6180 • Office Administration	9,832
Total 6190 • Equipment	2,862
Total 6240 • Technology	3,248
Total 6249 • Transportation	1,850
Total 6280 • Payroll Expenses	150,345
<b>Total Expense</b>	<b>249,748</b>
Inkind: Food value	110,923

**APPLICATION FOR PROJECT FUNDING FROM THE INDIANTOWN  
COMMUNITY TRUST FUND  
SECTION V**

**ORGANIZATIONAL**

Describe the organization and attach a copy of pertinent documents, including a certified resolution by the Applicant’s Board of Directors authorizing submission of the grant application and acceptance of grant funds if awarded.

House of Hope is the leading non-profit organization addressing food insecurity in Indiantown and throughout Martin County with a comprehensive, holistic approach that seeks to improve the health and well-being of individuals and the community at large. House of Hope provides high quality empowerment programs that address the ‘root causes’ that lead individuals to seek out our services in the first place. All agency programs and services are provided at no cost to those served, which eases the clients’ financial burden of recurring expenses like food, clothes, and rent, and affords them the chance to pay critical bills and provide basic needs for their household.

House of Hope started in 1984 by a handful of volunteers who saw people suffering from food insecurity in Martin County and decided to offer hot meals and fellowship. The agency now operates four full-service locations in areas easily accessible to low income neighborhoods of Stuart, Indiantown, Hobe Sound, and Jensen Beach. Each location has Project HOPE (Helping Others Progress through Empowerment) case managers who meet with clients to assess their needs and create a path of empowerment to financial independence. Project HOPE provides pantry services, clothes closet access, financial assistance to help clients avoid homelessness, information and referrals to internal and external programs, workforce development to help individuals secure living wage employment, and housing assistance to help clients find safe, affordable housing options.

House of Hope provides some form of service to approximately 21,000 individuals monthly, and distributes nearly 1.3 million pounds of food, with 50% going to 2,788 pantry clients and the other 50% distributed to 30 partnered community shelters, soup kitchens, youth programs and pantries. The agency’s production farm in Palm City and nutrition center in Stuart provide 1,600 packages of fresh produce and 900 nutritious meals each week, which are included in food distributions. Food bank services have significantly expanded the agency’s ability to make a healthy impact on more residents of Martin County and neighboring counties. Ninety eight percent of clients surveyed report eating healthier because of House of Hope food support and programs; and partner soup kitchens and shelters are able to provide a fresh green salad with every meal they serve, thanks to the fresh produce they receive from House of Hope.

A dedicated packing house at House of Hope’s production farm has industrial food-safe equipment to safely wash, package, and store the over 500,000 pounds of produce harvested at

the farm or donated from gleaning and food partners each year. A “Pack and Pay” program is being developed to assist small, local growers by providing them access to the packing house to clean and package their products for sale, by paying a reasonable fee to House of Hope or sharing some of their products. This sharing of resources will increase profits and help keep local agriculture viable and successful, while allowing House of Hope to have even more resources to provide clients and partners with high quality food and improve overall household and community health.

Three Centers for Enrichment, in Golden Gate, Jensen Beach and Indiantown, provide self-improvement programs available to the public enhancing life skills training, job readiness, nutrition education, art, sewing, and literacy programs for children and adults. Last year, 625 individuals benefited from 3,322 programs at two Centers. The KinDoo Family Center in Indiantown is the newest site, which re-opened in September 2023 as a House of Hope facility. Five Nutrition Gardens, four in-ground in Golden Gate, East Stuart, Banner Lake and Stuart YMCA, and one traveling garden, reach over 7,000 individuals annually with nutrition education opportunities to improve the overall health of the community.

Every program and service is always at no cost to those served. Agency funding is diverse, and sourced from grants, foundations, businesses, and individual contributions, as well as special events and thrift store revenue. House of Hope is a strong steward of the donor dollar, with 90 cents of every dollar going towards programs and services, and 10 consecutive 4-Star ratings from Charity Navigator.

The House of Hope team is thankful for the opportunity to request grant funding from the Indiantown Community Trust Fund and hopes to have the chance to partner with you to strengthen and expand our support of Indiantown residents. We welcome and encourage site visits at all of our service locations and nutrition gardens, and look forward to the chance to connect with your committee and community members.



**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION VI  
STATEMENT OF ASSURANCES**

As a part of the application and as a part of acceptance and use of ICTF funds, the applicant shall:

1. Possess legal authority to apply for assistance, that the application has been approved by the applicant's governing body, including all assurances contained herein.
2. Utilize Indiantown Community Trust funds to benefit the Indiantown community.
3. Submit copies of executed grant contracts when match funds are requested. In addition, advises the Village and provides copies of each amendment to grant agreements.
4. Agrees it possesses the sound fiscal control and fund accounting procedures necessary to assure the proper disbursement of an accounting for Village funds.
5. Allow and cooperate with Village, County, State and Federal investigations designed to evaluate compliance with the law.
6. Attest that the application and its various sections, including budget data are true and correct. Information contained in this application accurately reflects the activities of this agency and that the expenditures or portions thereof for which Village funds are being requested are not reimbursed by any other source.
10. Provide an organizational chart of the Board of Directors and Administrators, including their names and offices or position held, as part of the application.
11. The application will become an Exhibit to the Agreement between the Council and the applicant.

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND**

AGENCY AUTHORIZED OFFICIAL:

NAME: Robert Ranieri  
(Type Name)

TITLE: CEO  
(Type Title)

SIGNATURE: 

DATE: June 25, 2024

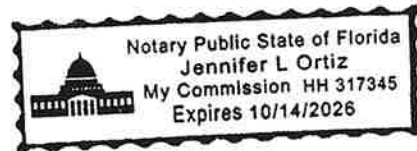
STATE OF FLORIDA  
VILLAGE OF INDIANTOWN

The foregoing instrument was acknowledged before me this 25th day of June,  
2024, by Robert Ranieri on behalf of the corporation. He/she is  
personally known to me or has produced \_\_\_\_\_ as proof of identification.

NOTARY PUBLIC

  
Name:  
State of Florida at Large

My Commission Expires:



**APPLICATION FOR PROJECT FUNDING**  
**INDIANTOWN COMMUNITY**  
**TRUST FUND**



**MAY 2024**

**DUE BY JUNE 28, 2024**  
**BY 4:30 P.M.**

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION I**

**ADMINISTRATIVE INFORMATION**

**1. APPLICANT:**

Organization: Indiantown Chamber Of Commerce, Inc.

Name  
(Executive Director or President): Donna Carman

Address: P.O. Box 602  
Indiantown, FL 34956

E-mail: info@indiantownchamber.com

Telephone: 772-597-2184

Fax No.: N/A

Tax Exempt No.: 59-2058229  
(if applicable)

**2. CONTACT (if different from above)**

Name \_\_\_\_\_

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

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**3. CHIEF FINANCIAL OFFICER (if different from above)**

Name: Debbie Hardee

Address: P.O Box 307  
Indiantown, FL 34956

E-mail info@indiantownchamber.com

Telephone: 772-597-4600



**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION II**

**PROJECT IDENTIFICATION**

This section must describe the specific project proposed for funding. Describe how the proposed project will benefit the Indiantown community.

**Executive Summary:**

The Indiantown Chamber of Commerce is seeking \$20,000 in seed funding from the Indiantown Community Trust Fund to support our program of work within the Indiantown Community. There are four key community events that are open to the public: the Indiantown Kids Fishing Tournament, 4th of July Celebration, Trunk or Treat, and Christmas Parade. These free, public events are integral to our community, offering residents and visitors of all age's opportunities for engagement, celebration, and connection. The funds will cover essential costs, including permitting, insurance, equipment rentals, public safety, and supplies, with a strong emphasis on activities designed for youth. Additionally, this funding will help stimulate economic development through increased tourism and business participation.

**Project Description:**

**1. Indiantown Kids Fishing Tournament:**

- **Event Description:** This annual event introduces children to the joys of fishing in a safe and educational environment. The tournament encourages outdoor activity and environmental awareness, teaching participants about local ecosystems and the importance of conservation.
- **Community Benefit:** The event fosters a love for nature among young participants, promotes family bonding, and reinforces community values centered on outdoor recreation and environmental stewardship.
- **Economic Impact:** The tournament attracts visitors from surrounding areas, boosting local tourism and providing an economic lift to local businesses, particularly those in hospitality and retail.
- **Community Engagement:** With hands-on activities and educational sessions, the event actively involves local schools, environmental groups, and families, strengthening community ties.

**2. 4th of July Celebration:**

- **Event Description:** The 4th of July Celebration is an evening-long event that includes live entertainment, family-friendly activities, food vendors, and a spectacular fireworks display. This event is a community favorite, drawing large crowds each year.
- **Community Benefit:** The celebration provides a safe and inclusive space for residents to honor our nation's independence, fostering unity and civic pride. It also offers an array of activities that cater to all age groups, ensuring that everyone can participate.
- **Economic Impact:** The event brings in visitors from across the region, leading to increased spending at local businesses, restaurants, and hotels, thereby stimulating the local economy.
- **Community Engagement:** The event encourages participation from local businesses, performers, and volunteers, providing opportunities for community members to contribute and engage in a meaningful way.

**3. Trunk or Treat:**

- **Event Description:** The Chamber envisions partnering with the Village of Indiantown to host a Trunk or Treat, which provides a safe alternative to traditional trick-or-treating, where children can collect candy from decorated vehicles in a secure, monitored environment. Local businesses and community members participate by decorating their vehicles and distributing treats.
- **Community Benefit:** The event ensures that children can enjoy Halloween festivities in a safe setting, promoting community safety and inclusivity. It also strengthens relationships between local businesses and residents.

- Economic Impact: By involving local businesses in the event, Trunk or Treat stimulates the local economy, encourages patronage, and showcases the community's vibrant business landscape.

- Community Engagement: The event fosters a strong sense of community, with high levels of participation from families, businesses, and volunteers, creating a festive and collaborative atmosphere.

#### 4. Christmas Parade:

- Event Description: The Christmas Parade is a highly anticipated event that features decorated floats, marching bands, and a visit from Santa Claus. This festive event marks the start of the holiday season and is a highlight for many Indiantown residents.

- Community Benefit: The parade brings the community together to celebrate the holiday season, fostering a spirit of joy, unity, and togetherness. It also provides a platform for local groups, schools, and organizations to showcase their talents and community spirit.

- Economic Impact: The parade attracts visitors from neighboring areas, driving foot traffic to local businesses and encouraging holiday shopping, which boosts the local economy.

- Community Engagement: The event requires significant community involvement, with local organizations, businesses, and volunteers working together to create a memorable experience for all.

#### Need for Seed Funding:

The Indiantown Chamber of Commerce seeks \$20,000 in seed money to ensure the successful planning and execution of these events. Seed funding is critical to cover upfront costs such as permitting, insurance, equipment rentals, and securing public safety measures, all of which are essential for the safe and smooth operation of these community events. Without this initial financial support, the Chamber may face challenges in maintaining the quality and safety of the events, potentially impacting community participation and satisfaction.

#### Community Benefit and Economic Impact:

These events are not only important for community bonding and entertainment, but they also serve as significant drivers of local economic development. By attracting visitors and encouraging local spending, these events help support Indiantown's businesses and promote the area as a desirable destination for tourism. The increased visibility and activity contribute to the overall economic vitality of the region.

#### Funding Contingency Plan:

In the event that full funding is not secured, the Indiantown Chamber of Commerce is prepared to implement a contingency plan to ensure the continuation of these events, albeit on a potentially reduced scale. This plan includes:

- Seeking Additional Donations and Sponsorships: The Chamber will intensify efforts to secure additional donations and sponsorships from local businesses, community members, and regional organizations. This will include targeted fundraising campaigns and partnership outreach.

- Scaling Back Event Plans: If necessary, the Chamber may reduce the scope of certain activities, limit the duration of events, or make adjustments to the program to align with available resources. This approach will be taken with careful consideration to maintain the core elements and community impact of each event.



**Conclusion:**

The Indiantown Chamber of Commerce is deeply committed to fostering community engagement, supporting economic opportunities, and enhancing the quality of life for all residents. The requested \$20,000 from the Indiantown Community Trust Fund is vital to sustaining these efforts and ensuring the continued success of these beloved community events. We appreciate your consideration of this grant request and look forward to the opportunity to work together in enriching our community.

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION III**

**BUDGET SUMMARY**

Requested Funding from Indiantown Community Trust

Fund \$ 20,000.00

Other Funding (if any)

\$ 32,625.00

Source of those funds reflected above.

\$ Sponsors, Donations and Concessions

In-kind (if any)

\$ 145,300.00 (Admin From Rodeo Proceeds & Other)

Total Project Cost

\$ 197,925.00



**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION IV**

**PROJECT BUDGET SCHEDULE  
(LINE-ITEM BUDGET)**

This section must specifically identify how funds will be allocated (i.e., benefits, rent, utilities, office supplies, etc.). Can this project proceed as designed if the full amount of funding requested from the Indiantown Community Trust Fund (ICTF) is not available? Can the project proceed with a reduced scope if only partial funding of the amount requested from the ICTF is available?

NOTE: Funding is in the form of reimbursement for funds spent during the term of the contract and for costs directly related to the project described in your application.

Start below (use continuation pages if necessary).

Grant proceeds needed to cover:

Event Operations Only - Excludes Administration:

Advertising & Marketing: \$1,500.00

Awards: \$900.00

Concession Expense: \$1,700.00 (free food & Drink for youth & volunteers)

Entertainment: \$1,200.00

Equipment Rentals: \$8,700.00

Operational Expense: \$34,015.00 (Includes Sheriff & Fire Resue, Supplies, Etc)

Insurance: \$2,500.00

Permitting & Fees: \$1,100.00

Printing & Reproduction: \$1,000.00

Program Administration: \$145,300.00 (In-kind funded from Rodeo Proceeds our primary Funding Source)

TOTAL EXPENSE: \$197,925.00

\*\*Total Funding Requested: \$20,000.00

If the full amount of funding requested is not available, the project can still proceed, but with a reduced scope. In such a case, priority will be given to the most critical aspects of the project:

Partial Funding Scenario:

- First priority: Safety and security of all participants
- Second priority: Number and types of community events we can conduct each year

A reduced scope may mean fewer seats and scaled-down activities during each event, but the core elements of each event will still be maintained to ensure the enjoyment of all participants.

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION V**

**ORGANIZATIONAL**

Describe the organization and attach a copy of pertinent documents, including a certified resolution by the Applicant's Board of Directors authorizing submission of the grant application and acceptance of grant funds if awarded.

The purpose of the Indiantown Chamber of Commerce, Inc. is to Preserve and enhance the competitive enterprise system of business by: creating a better understanding and appreciation of the importance of business people and a concern for their problems; preventing or addressing controversies which are detrimental to expansion and growth of business and the community if they arise; creating a greater appreciation of the value of business and its contribution to the community;

Promoting business and community growth and development by: promoting economic programs designed to strengthen and expand the income potential of all business within the trade area; promoting programs of a civic, social, and cultural nature which are designed to increase the functional and aesthetic values of the community; and discovering and correcting abuses which prevent the promotion of business expansion and community growth.

To operate exclusively in any other manner for such charitable purposes as will qualify as an exempt organization under Section 501(c)(6) of the Internal Revenue Code, as amended, or under any corresponding provisions of any subsequent federal tax laws covering the distributions to organizations qualified as tax exempt.

Our mission is to cultivate a vibrant Indiantown community through impactful local events and actively contribute to local education, and supporting the development of our future workforce.

Thank you for considering our grant application. We are confident that with your support, these Community Events can continue to be a cornerstone in our community, promoting cultural heritage, economic growth, community unity, and tourism.

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION VI  
STATEMENT OF ASSURANCES**

As a part of the application and as a part of acceptance and use of ICTF funds, the applicant shall:

1. Possess legal authority to apply for assistance, that the application has been approved by the applicant's governing body, including all assurances contained herein.
2. Utilize Indiantown Community Trust funds to benefit the Indiantown community.
3. Submit copies of executed grant contracts when match funds are requested. In addition, advises the Village and provides copies of each amendment to grant agreements.
4. Agrees it possesses the sound fiscal control and fund accounting procedures necessary to assure the proper disbursement of an accounting for Village funds.
5. Allow and cooperate with Village, County, State and Federal investigations designed to evaluate compliance with the law.
6. Attest that the application and its various sections, including budget data are true and correct. Information contained in this application accurately reflects the activities of this agency and that the expenditures or portions thereof for which Village funds are being requested are not reimbursed by any other source.
10. Provide an organizational chart of the Board of Directors and Administrators, including their names and offices or position held, as part of the application.
11. The application will become an Exhibit to the Agreement between the Council and the applicant.

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND**

AGENCY AUTHORIZED OFFICIAL:

NAME: Donna Carman  
(Type Name)

TITLE: Executive Director  
(Type Title)

SIGNATURE: *Donna Carman*

DATE: 8/30/24

STATE OF FLORIDA  
VILLAGE OF INDIANTOWN

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2024, by Donna Carman on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as proof of identification.

NOTARY PUBLIC



**Josefina Flores**  
Notary Public  
State of Florida  
Comm# HH052628  
Expires 10/12/2024

*Josefina Flores*  
Name: Josefina Flores  
State of Florida at Large

My Commission Expires: 10/12/2024



Indiantown Chamber of Commerce  
Application for Funding from the  
Village of Indiantown  
Indiantown Community Trust Fund 2024

Exhibit #1  
Corporate Documents

- 1) Certified Resolution by the Board of Directors
- 2) Organizational Chart
- 3) Board of Directors List
- 4) IRS 501(c)6 Letter
- 5) State of Florida Annual Report
- 6) Articles of Incorporation

**Indiantown Chamber of Commerce, Inc.**  
**Board Resolution**  
**#2024-004**

At a meeting of the Board of Directors of the Indiantown Chamber of Commerce, Inc. held on June 20, 2024, at Indiantown, FL, the following resolution was duly adopted:

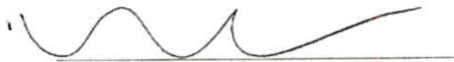
Whereas, the Indiantown Chamber of Commerce, Inc. has identified the need for funding to enhance and expand our public events for the benefit of the Indiantown community;


Whereas, the Indiantown Chamber of Commerce, Inc. Board of Directors supports the submission of a grant application to the Village of Indiantown for the Indiantown Community Trust Fund (ICTF);

Therefore, be it resolved that the Board of Directors authorizes the submission of the grant application to the Village of Indiantown for the Indiantown Community Trust Fund to purchase equipment to be used for community events and agrees to accept the grant funds if awarded.

This resolution shall take effect immediately upon its adoption.

Certified this Date, 20th day of June, 2024.

  
\_\_\_\_\_  
Kristien Otto  
President

  
\_\_\_\_\_  
Danielle Williamson  
Vice President

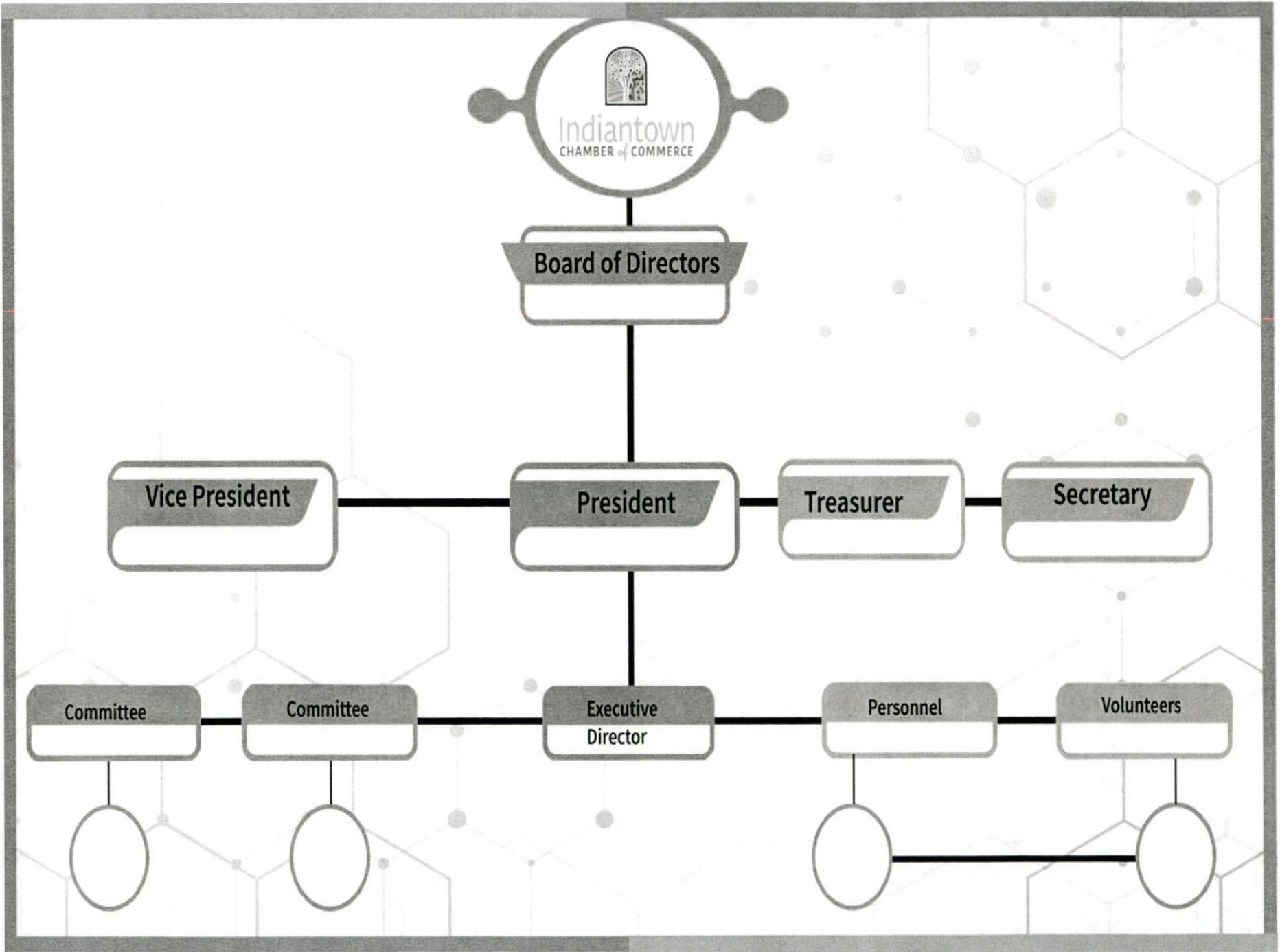
I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of *Indiantown Chamber of Commerce*; and
2. That the foregoing constitutes a Resolution of the Board of said corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the 20th day of June, 2024.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of said corporation, this 20th day of June, 2024.

  
\_\_\_\_\_  
Jamie Kirby  
Corporate Secretary,  
*Indiantown Chamber of Commerce, Inc.*

CORPORATE SEAL





<b>Board Members</b>	<b>Board Title</b>	<b>Company Name</b>
<b>Officers</b>		
Kristine Murphy-Otto	President	Project Lift
Danielle Williamson	V President	Freshstop
Debbie Hardee	Treasurer	Food Shop/Subway
Jamie Kirby	Secretary	11 Nine Rustic Designs
Justin White	Director	JRW Land & Cattle
Anna Blake	President Emeritus	Western Auto
Donna Carman	Ex Director	Indiantown Chamber of Commerce
Kim Prescott	Event Coordinator	Indiantown Chamber of Commerce
<b>Directors</b>		
Ronnie Kirchman	Director	Kirchman Construction
Andrew Chesnut	Director	Keller Williams Realty
Alishia Parenteau	Director	Reset with Alishia
James Parker	Director	I know a Guy, LLC
Sabra Garcia	Director	RB3 Transport, Inc.
Chelsea Wallace	Director	Fox Brown Outfitters
Rafe Lamb	Director	Family Worship Center
Donald Bullis	Director	RJ Sheltra Construction
<b>Representative</b>		
Susan Thomas	Ex-Officio Member	Village of Indiantown





Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0575353773  
May 19, 2014 LTR 4168C 0  
59-2058229 000000 00  
Input Op: 0752153593 00035685  
BODC: TE

INDIANTOWN WESTERN MARTIN COUNTY  
CHAMBER OF COMMERCE INC  
% HILARY MCKEICH  
PO BOX 602  
INDIANTOWN FL 34956-0602



000253

Employer Identification Number: 59-2058229  
Person to Contact: Mr. Reis  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your May 08, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(6) of the Internal Revenue Code in a determination letter issued in August 1966.

Because you are not an organization described in section 170(c) of the Code, donors may not deduct contributions made to you. You should advise your contributors to that effect.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Kim D. Bailey  
Operations Manager, AM Operations 3

# *State of Florida*

## *Department of State*

I certify from the records of this office that INDIANTOWN CHAMBER OF COMMERCE, INC. is a corporation organized under the laws of the State of Florida, filed on August 23, 1966.


The document number of this corporation is 711385.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 29, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-ninth day of January,  
2024*



  
Secretary of State

Tracking Number: 6357930053CC

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

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



711385  
INDIANTOWN  
WESTERN MARTIN COUNTY  
CHAMBER OF COMMERCE

November 12, 1998

500002688775--7  
-11/17/98--01007--002  
\*\*\*\*\*35.00 \*\*\*\*\*35.00

Florida Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

FILED  
98 DEC -4 AM 7:25  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Re: Submission of the Amended and Restated Articles  
of Incorporation of the Indiantown Western  
Martin County Chamber of Commerce, Inc.  
and  
Request for Certified Copy of the above

500002688775--7  
-11/17/98--01007--003  
\*\*\*\*\*8.75 \*\*\*\*\*8.75

Dear Sir/Madam:

Enclosed please find the Amended and Restated Articles  
of Incorporation of the Indiantown Western Martin County Chamber of  
Commerce, Inc. Our Chamber, previously known as the Indiantown  
Chamber of Commerce, was incorporated in the state of Florida on  
August 23, 1966. We have enclosed the \$35.00 filing fee.

Our Chamber is in the process of applying for 501(c)(6)  
status with the Internal Revenue Service. We will, as a result,  
need a certified copy of the Amended and Restated Articles of  
Incorporation. Enclosed is a check for \$8.75 for that purpose. If  
you should have any questions or if there is anything we can do to  
expedite the issuance of the certified copy, please don't hesitate  
to contact this office.

Thank you for your cooperation.

Sincerely,

Rossana Gonzalez  
Executive Director

Am/Post /K  
12/7

15655 SW Osceola Street • P.O. Box 602 • Indiantown, FL 34956  
561-597-2184 • Fax 561-597-6063



NOV 23 1998



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

November 19, 1998

ROSSANA GONZALEZ  
INDIANTOWN CHAMBER OF COMMERCE, INC.  
PO BOX 602  
INDIANTOWN, FL 34956

SUBJECT: INDIANTOWN CHAMBER OF COMMERCE, INC.  
Ref. Number: 711385

We have received your document for INDIANTOWN CHAMBER OF COMMERCE, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Our records indicate the current name of the entity is as it appears on the enclosed computer printout. Please correct the name throughout the document.

THE NAME OF THE CORPORATION IS STILL AS LISTED ABOVE. THIS IS THE WAY THE NAME MUST APPEAR IN THE HEADING OF THE AMENDMENT. THE NEW NAME SHALL APPEAR IN ARTICLE I AS IT IS.

If the document was approved by a majority vote or other percentage of the members as specified in the articles of incorporation, it should also contain a statement that the number of votes cast was sufficient for approval.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6880.

Karen Gibson  
Corporate Specialist

Letter Number: 298A00055650

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
INDIANTOWN CHAMBER OF COMMERCE, INC.  
(A Non-profit Corporation)

FILED  
98 DEC -4 AM 7:25  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Amended and Restated Articles of Incorporation, duly adopted by a unanimous vote of the membership attending the special meeting on January 16, 1998, supersede and take the place of the Articles of Incorporation, which were filed with the Secretary of State on August 23, 1966. The new Articles of Incorporation hereby specifically amend Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of the previous Articles of Incorporation. There is no discrepancy between the Articles of Incorporation and these Amended and Restated Articles of Incorporation except for the Amended Articles noted herein.

Be it resolved that the Amended Articles of Incorporation of the Indiantown Chamber of Commerce, Inc., a non profit corporation, be, and the same are hereby, amended and restated to read as follows:

ARTICLE I - NAME

The name of this corporation is Indiantown Western Martin County Chamber of Commerce, Inc.

ARTICLE II - PURPOSE

The Chamber is organized to advance the general welfare and prosperity of the Indiantown community and Western Martin County so that all the citizens, and all areas of its business community shall prosper. All necessary means of promotion shall be provided

and particular attention and emphasis shall be given to the economic, civic, commercial, cultural, industrial, social and educational interests of the area.

#### ARTICLE III - QUALIFICATION OF MEMBERS

The membership of this corporation shall constitute all persons who are presently members of the Indiantown Western Martin County Chamber of Commerce, and such other persons, firms or other organizations as from time to time hereafter may become members in the manner prescribed in the By-Laws.

#### ARTICLE IV - GOVERNMENT

The government of the Indiantown Western Martin County Chamber of Commerce shall be vested in a Board of elected officers, comprising of President, Vice President, Secretary, Treasurer, and sixteen (16) Directors. The Directors and Officers shall be elected and hold office in accordance with the By-Laws, and shall conduct the business of the Chamber.

#### ARTICLE V - MEETINGS

The annual meeting of the Chamber, in compliance with State Law, shall be held each year. The time and place shall be fixed by the Board of Directors and notice thereof mailed to each member at least ten (10) days before said meeting. Meetings to conduct the business of the Chamber shall be held in accordance with the By-Laws.

#### VI - AMENDMENTS

These Articles of Incorporation and the Chamber's By-Laws may



be amended or altered by a two-thirds (2/3) vote of the Board of Directors, or by a majority of the members at any regular or special meeting, providing the notice for the meeting includes the proposals for amendments. Any proposed amendments or alterations shall be submitted to the Board or the members in writing, at least ten (10) days in advance of the meeting at which they are to be acted upon.

ARTICLE VII - DISSOLUTION

The Chamber shall use its funds only to accomplish the objectives and purposes specified in these articles of incorporation and no part of said funds shall inure or be distributed to the members of the Chamber. In the event of its dissolution, all available assets shall be distributed to one (1) or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors as defined pursuant to the Internal Revenue Code Section 501(c)(3).

IN WITNESS WHEREOF, I, Andrew Taylor, the President of the Indiantown Chamber of Commerce, Inc., has hereunto set his hand and seal as President this 2<sup>nd</sup> day of December, 1998.

By: Andrew Taylor  
President





APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION I

ADMINISTRATIVE INFORMATION

1. APPLICANT:

Organization: Indiantown Warriors Soccer Club

Name  
(Executive Director or President): Angelina Perez

Address: 15124 SW Yalaha St.  
Indiantown, FL 34956

E-mail: indiantownwarriors2018@gmail.com

Telephone: 772-521-3724

Fax No.: \_\_\_\_\_

Tax Exempt No.: \_\_\_\_\_  
(if applicable)

2. CONTACT (if different from above)

Name \_\_\_\_\_

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

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

3. CHIEF FINANCIAL OFFICER (if different from above)

Name: Josefina Flores

Address: (if different from above)  
14789 SW 173rd Dr Indiantown, FL 34956

E-mail jiflores@outlook.com

Telephone: 772-403-3212

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION II**

**PROJECT IDENTIFICATION**

This section must describe the specific project proposed for funding. Describe how the proposed project will benefit the Indiantown community.

Start below (use continuation pages if necessary).

Please see attached document

**This section must describe the specific project proposed for funding. Describe how the proposed project will benefit the Indiantown community.**

Indiantown Warriors Soccer Club was affiliated in 2018 and since then has been very successful. This soccer program has helped develop and provide socialization with peers, has provided long lasting memories and a grand opportunity to represent Indiantown. This year Indiantown Warriors Soccer Club was recognized and awarded the FYSA Coach of the Year for boys recreational. At the moment soccer is the only sport available for the children of Indiantown and keeps them involved in a positive and learning environment.

Proposed funding would be split into 2 parts scholarship and equipment.

#### Part 1: Scholarship

The funding would be used for scholarships for the children that can not afford to pay the soccer registration fee. We do not want any children turned away because they cannot afford to pay the registration fee.

#### Part 2: Equipment

The funding would be used to cover equipment such as soccer balls, soccer cones, pennies (training vest), coaches' shirts, corner flags, goal anchors, small goal nets, trophies, field paint (paint for lining fields) and a new paint machine to paint the fields when needed for home games.

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION III**

**BUDGET SUMMARY**

Requested Funding from Indiantown Community Trust Fund

\$ 10,000.00

Other Funding (if any)

\$ \_\_\_\_\_

Source of those funds reflected above.

\$ soccer registration fees

In-kind (if any)

\$ \_\_\_\_\_

Total Project Cost

\$ \_\_\_\_\_

**This section must specifically identify how funds will be allocated (i.e., benefits, rent, utilities, office supplies, etc.). Can this project proceed as designed if the full amount of funding requested from the Indiantown Community Trust Fund (ICTF) is not available? Can the project proceed with a reduced scope if only partial funding of the amount requested from the ICTF is available?**

Indiantown Warriors Soccer Club is requesting \$10,000.00 from Indiantown Community Trust Fund. The funds would be used for the following \$5000.00 in scholarships and \$5000.00 in equipment.

This project can proceed if the funding request from Indiantown Community Trust Fund is not available. Our primary funding source comes from soccer registration fee.

The project can also proceed if funding is reduced or if partial funding is available.



**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION IV**

**PROJECT BUDGET SCHEDULE  
(LINE-ITEM BUDGET)**

This section must specifically identify how funds will be allocated (i.e., benefits, rent, utilities, office supplies, etc.). Can this project proceed as designed if the full amount of funding requested from the Indiantown Community Trust Fund (ICTF) is not available? Can the project proceed with a reduced scope if only partial funding of the amount requested from the ICTF is available?

NOTE: Funding is in the form of reimbursement for funds spent during the term of the contract and for costs directly related to the project described in your application.

Start below (use continuation pages if necessary).

Please see attached documents

## Line Item Budget

### Scholarships

<b>Full scholarships</b>	20 awarded at \$190.00 each		
Total=	\$3,800.00		

<b>Partial scholarships</b>	12 awarded at \$95.00 each		
Total=	\$1,140.00		
<b>Total=</b>	<b>\$4,940.00</b>		

### Equipment

Item	Cost	Quantity	Total Price
Pinnies (Training vest)	\$5.25	25	\$ 131.25
2' Disc cones	\$0.90	100	\$ 95.00
Corner flags	\$51.95	4	\$ 207.80
Paint Machine	\$1,800.00	1	\$ 1,600.00
Paint (white)	\$77.95	2	\$ 155.90
Paint (color)	\$79.95	4	\$ 319.80
Trophies	\$10.00	150	\$ 1,500.00
Soccer balls	\$10.00	105	\$ 1,050.00
			<b>\$ 5,059.75</b>
<b>Total cost</b>			<b>\$9,999.75</b>



**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION V**

**ORGANIZATIONAL**

Describe the organization and attach a copy of pertinent documents, including a certified resolution by the Applicant's Board of Directors authorizing submission of the grant application and acceptance of grant funds if awarded.

Please see attached documents.

# **Indiantown Warriors Soccer Club Organizational Chart**

**Angelina Perez-President**

**Juan Garcia-Vice President**

**Josefina Flores-Treasurer/Secretary**

**Barbara Clowdus-Office**

**2024 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# N23000008083

**Entity Name:** INDIANTOWN WARRIORS SOCCER CLUB, INC.

**Current Principal Place of Business:**

15124 SW YALAHA ST  
INDIANTOWN, FL 34956

**Current Mailing Address:**

15124 SW YALAHA ST  
INDIANTOWN, FL 34956 US

**FEI Number:** 93-2226324

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

PEREZ, ANGELINA  
15124 SW YALAHA ST  
INDIANTOWN, FL 34956 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title P  
Name PEREZ, ANGELINA  
Address 15124 SW YALAHA ST  
City-State-Zip: INDIANTOWN FL 34956

Title VP  
Name GARCIA, JUAN C  
Address 15124 SW YALAHA ST  
City-State-Zip: INDIANTOWN FL 34956

Title TREA  
Name FLORES, JOSEFINA I  
Address 14789 SW 173RD DR  
City-State-Zip: INDIANTOWN FL 34956

Title OFF  
Name CLOWDUS, BARBARA E  
Address 15940 SW FAMEL AVE  
City-State-Zip: INDIANTOWN FL 34956

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** ANGELINA PEREZ

**PRESIDENT**

**05/01/2024**

Electronic Signature of Signing Officer/Director Detail

Date

## Resolution of Signing Authority

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: Angelina Perez

Position/Title: President

Telephone Number: 772-521-3724

Email Address: myharold05@yahoo.com

Signature: 

The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records and seal of Indiantown Warriors Soccer Club, a corporation duly conformed pursuant to the laws of the state of Florida, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of Indiantown Warriors Soccer Club on August 1, 2024.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

  
Secretary

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION VI  
STATEMENT OF ASSURANCES**

As a part of the application and as a part of acceptance and use of ICTF funds, the applicant shall:

1. Possess legal authority to apply for assistance, that the application has been approved by the applicant's governing body, including all assurances contained herein.
2. Utilize Indiantown Community Trust funds to benefit the Indiantown community.
3. Submit copies of executed grant contracts when match funds are requested. In addition, advises the Village and provides copies of each amendment to grant agreements.
4. Agrees it possesses the sound fiscal control and fund accounting procedures necessary to assure the proper disbursement of an accounting for Village funds.
5. Allow and cooperate with Village, County, State and Federal investigations designed to evaluate compliance with the law.
6. Attest that the application and its various sections, including budget data are true and correct. Information contained in this application accurately reflects the activities of this agency and that the expenditures or portions thereof for which Village funds are being requested are not reimbursed by any other source.
10. Provide an organizational chart of the Board of Directors and Administrators, including their names and offices or position held, as part of the application.
11. The application will become an Exhibit to the Agreement between the Council and the applicant.



**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND**

AGENCY AUTHORIZED OFFICIAL:

NAME: Angelina Perez  
(Type Name)

TITLE: President  
(Type Title)

SIGNATURE: Angelina Perez

DATE: 8/29/24

STATE OF FLORIDA  
VILLAGE OF INDIANTOWN

The foregoing instrument was acknowledged before me this 29 day of August, 2024, by Angelina Perez on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as proof of identification.

NOTARY PUBLIC



**Josefina Flores**  
Notary Public  
State of Florida  
Comm# HH052628  
Expires 10/12/2024

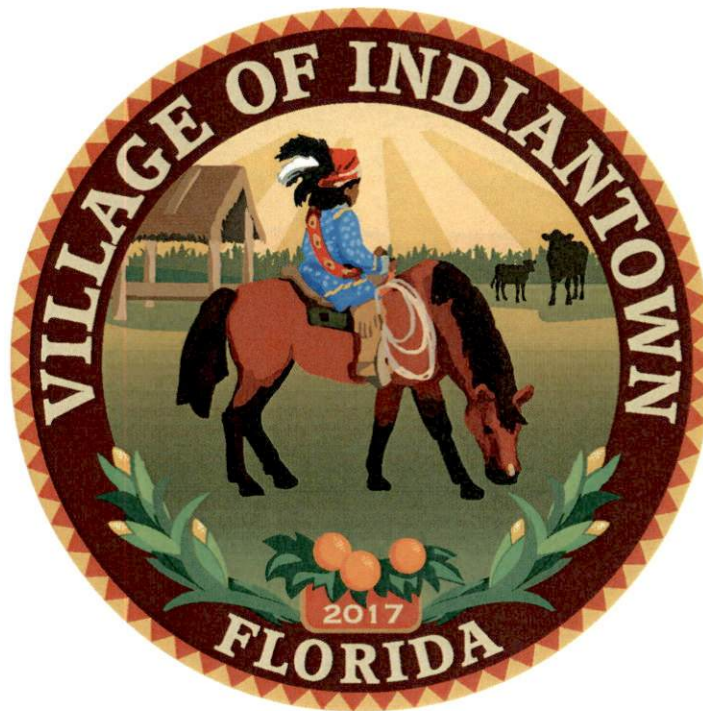
Josefina Flores  
Name: Josefina Flores  
State of Florida at Large

My Commission Expires: 10/12/2024



# APPLICATION FOR PROJECT FUNDING

## INDIANTOWN COMMUNITY TRUST FUND



JUN 27 '24 PM 2:28

**MAY 2024**

**DUE BY JUNE 28, 2024  
BY 4:30 P.M.**

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION I**

**ADMINISTRATIVE INFORMATION**

**1. APPLICANT:**

Organization: Martin County 4-H Association

Name  
(Executive Director or President): David Hafner

Address: 2614 S.E. Dixie Highway  
Stuart, Florida 34996

E-mail: dhafner@ufl.edu

Telephone: 772-419-6965

Fax No.: \_\_\_\_\_

Tax Exempt No.: 85-8012646174C-8  
(if applicable)

**2. CONTACT** (if different from above)

Name Kathleen A. Massey

Title: Leader, Excellerators 4-H Group

Telephone: 772-260-8142

E-mail: scottm@itspeed.net

**3. CHIEF FINANCIAL OFFICER** (if different from above)

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

Address: (if different from above)  
\_\_\_\_\_

E-mail \_\_\_\_\_

Telephone: \_\_\_\_\_

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION II**

**PROJECT IDENTIFICATION**

This section must describe the specific project proposed for funding. Describe how the proposed project will benefit the Indiantown community.

Start below (use continuation pages if necessary).

I am Kathy Massey of Indiantown, Florida and one of Martin County's current 4-H Leaders. I am the Leader of the Indiantown based Excellators 4-H Group. All of the children in my club live and/or participate in the Indiantown community. We have children that live in Indiantown and others that live in Palm City. The 4-H program enables youth to have fun, meet new people, learn new life skills, build self confidence, learn responsibility and set and achieve goals.

4-H programs and events are offered on an age-appropriate basis to youth, ages 5-18. Age requirements are designed to give youth involved the optimum experience in their respective programs.

Our children participate in many community events within Martin County. We try to base most of our community service work in Indiantown.

Costs for our Club are covered by various fundraisers we do throughout the year along with support from businesses and individuals.

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION III**

**BUDGET SUMMARY**

Requested Funding from Indiantown Community Trust Fund

\$ 5,225

Other Funding (if any)

\$ 2,275

Source of those funds reflected above.

\$ Various Fundraisers

In-kind (if any)

\$ 2,500

Total Project Cost

\$ 10,000



**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION IV**

**PROJECT BUDGET SCHEDULE  
(LINE-ITEM BUDGET)**

This section must specifically identify how funds will be allocated (i.e., benefits, rent, utilities, office supplies, etc.). Can this project proceed as designed if the full amount of funding requested from the Indiantown Community Trust Fund (ICTF) is not available? Can the project proceed with a reduced scope if only partial funding of the amount requested from the ICTF is available?

NOTE: Funding is in the form of reimbursement for funds spent during the term of the contract and for costs directly related to the project described in your application.

Start below (use continuation pages if necessary).

Pay animal entry fees into the Martin County Fair (5 Dairy Heifers @ \$50 each, 7 Steers @ \$125 each, 4 Pigs @ \$100 and 4 Beef Heifers @ \$50 each)	\$1,725.00
Pay for uniforms (Fair week tshirts) for members	\$ 750.00
Miscellaneous Craft and Club fees	\$ 500.00
Educational Trip to University of Florida, a local dairy and another farm to be determined	\$ 500.00
Send three (3) kids to 4H University and/or other 4-H State functions	\$ 750.00
Fundraising (Fish Fry) Supplies	\$1,000.00

All of our kids show animals at the Martin County Fair and entry fees for the animals are required. Since the fees have not been set for the February 2025 fair, this is just an estimate.

We are required to have Club t-shirts for the week of the fair. We try to make three (3) shirts available to the kids each year. We also require each child to participate in the craft contest at the fair and the club buys all of the supplies needed. We try to have each child enter at least 5 crafts each.

We have several Educational trips we would like to plan for this next year which will require admission fees. This year we would like to send three (3) of our Senior youth to 4H University which is a week long program led by University of Florida faculty, where the children explore career opportunities, lead community service activities, interact with youth from all over the State, and have fun while developing critical life skills that will help them become productive and engaged citizens in their communities, their country, and their world. If we do not have youth interested in 4-H University, we will continue to fund travel for our 4-H State Officer.

Typically we have our main fundraiser in October which consists of a fish fry in Indiantown. Those funds are used to cover all other fair expenses (t-shirts and club expenses and supplies used at the Fair).

We are asking that the Grant to fund the estimated Club costs as outlined above. Our program will be able to continue if these funds or a portion of the funds are not available to us. We will depend on our fundraising and supporters contributions.

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION V**

**ORGANIZATIONAL**

Describe the organization and attach a copy of pertinent documents, including a certified resolution by the Applicant's Board of Directors authorizing submission of the grant application and acceptance of grant funds if awarded.

Martin County 4-H Association a Florida non-profit corporation in the State of Florida. The Excellerators is a Club within this Association. Copy of the Annual Report for Martin County 4-H Association is attached.



**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION VI  
STATEMENT OF ASSURANCES**

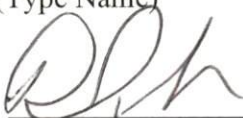
As a part of the application and as a part of acceptance and use of ICTF funds, the applicant shall:

1. Possess legal authority to apply for assistance, that the application has been approved by the applicant's governing body, including all assurances contained herein.
2. Utilize Indiantown Community Trust funds to benefit the Indiantown community.
3. Submit copies of executed grant contracts when match funds are requested. In addition, advises the Village and provides copies of each amendment to grant agreements.
4. Agrees it possesses the sound fiscal control and fund accounting procedures necessary to assure the proper disbursement of an accounting for Village funds.
5. Allow and cooperate with Village, County, State and Federal investigations designed to evaluate compliance with the law.
6. Attest that the application and its various sections, including budget data are true and correct. Information contained in this application accurately reflects the activities of this agency and that the expenditures or portions thereof for which Village funds are being requested are not reimbursed by any other source.
10. Provide an organizational chart of the Board of Directors and Administrators, including their names and offices or position held, as part of the application.
11. The application will become an Exhibit to the Agreement between the Council and the applicant.

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND**

AGENCY AUTHORIZED OFFICIAL:

NAME: David Hafner TITLE: Agent I  
(Type Name) (Type Title)

SIGNATURE:  DATE: 6/17/24

STATE OF FLORIDA  
VILLAGE OF INDIANTOWN

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of June, 2024, by David Hafner on behalf of the corporation. He/she is personally known to me or has produced FL Driver's License as proof of identification.

NOTARY PUBLIC



Name: \_\_\_\_\_  
State of Florida at Large  **MARCYA. ZEHNDER**  
Commission # HH 412727  
Expires October 20, 2027

My Commission Expires \_\_\_\_\_



# 4-H CHARTER

PRESENTED ON BEHALF OF THE  
**UNITED STATES DEPARTMENT OF AGRICULTURE**

AND

**UNIVERSITY OF FLORIDA/IFAS EXTENSION**

TO

**Martin County Excellerators**

AS OF

**December 29, 2014**

Andra D. Johnson, Ph.D.  
Dean for UF/IFAS Extension  
Director of the Florida Cooperative Extension Service

Stacey L. Ellison, Ph.D.  
State 4-H Program Leader  
University of Florida/IFAS Extension

David Hafner  
Agent I  
University of Florida/IFAS Extension

Manoharan Muthusamy, Ph.D.  
Acting Director of Youth and 4-H  
USDA-NIFA



**National Institute of Food and Agriculture**  
U.S. DEPARTMENT OF AGRICULTURE

June 26, 2024

To whom it may concern.

As the Chair of the 4-H Advisory Committee of Martin County, I approve this submission for Project Funding from the Indiantown Community Trust Fund. If awarded, the advisory committee will accept these funds and will oversee that they are spent according to the specifications presented in this application.

Sincerely,

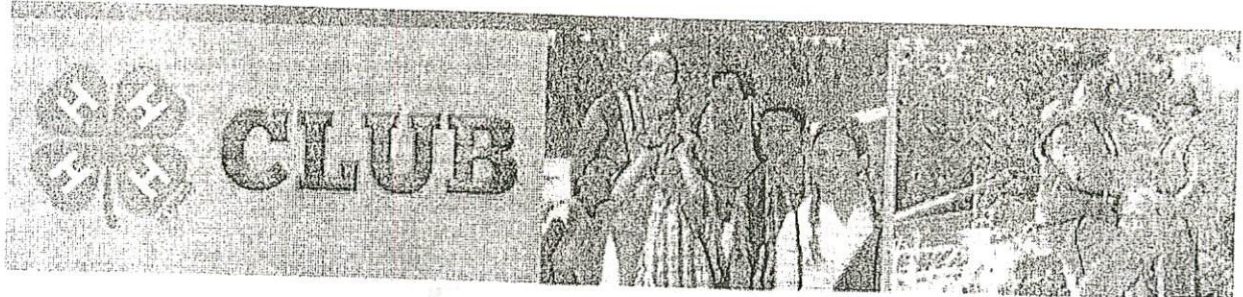
A handwritten signature in blue ink that reads "Kathleen Massey". The signature is written in a cursive style with a large initial 'K'.

Kathleen Massey

Chair

4-H Advisory Committee of Martin County





Annual Request for Club Charter

Due: \_\_\_\_\_  
\_\_\_\_\_ County Extension Office

Name of Club: Excellerators

Type of Request:  Establishment of a new club  
 Continuance of: Excellerators  
(Name of Club)

Name of Club Leader: Kathy Massey

AGREEMENTS:

I understand that if this club disbands during my leadership, all property and funds of this club or group shall be returned to the County 4-H Program Leader. If the group continues, it shall be turned over to the new club leader.

It is the policy of Excellerators of the Martin County  
(Club Name) (County)

Extension Service, 4-H & Youth programs, that all persons shall have equal opportunity and access to its programs and facilities without regard to race, color, religion, gender, sexual orientation, national origin, or disability.

Number of youth enrolled in this club: \_\_\_\_\_ Hispanic \_\_\_\_\_ Non-Hispanic \_\_\_\_\_ Black  
6 White \_\_\_\_\_ American Indian  
\_\_\_\_\_ Asian/Pacific Islander \_\_\_\_\_ Other

Club Leader Signature: Kathy Massey Date 12/29/2014

\*\* The approval below will be granted upon receipt of this form for all clubs with minority enrollment. Clubs not meeting this requirement will be notified and will be required to conduct All Reasonable Efforts between the dates of September 1<sup>st</sup> and December 31<sup>st</sup>.

OFFICIAL APPROVAL FOR 4-H CLUB OR GROUP:

On the basis of the above purposes, and having fulfilled the Affirmative Action requirements, the \_\_\_\_\_ is authorized to use the 4-H name and emblem in connection with its program and activities and is considered an official 4-H club of the Cooperative Extension Service.

Signed: \_\_\_\_\_ County 4-H Program Leader



"The Foundation for the Gator Nation" An Equal Opportunity Institution  
\_\_\_\_\_ County 4-H Association (Rev 5/14)



## 4-H Youth Development - Organization Information

### County 4-H Associations Annual Year-End Reporting

All forms due to 4-H Business Services by Oct 31st (Rev 07/30/2021)

I. Association Name Martin County 4-H Association

Association Address 2614 SE Dixie Hwy, Stuart, FL 34996

EIN (Employer Identification Number) 45- 3552974

Contact Person Information:

Name David Hafner

Title 4-H Agent

Address 2614 SE Dixie Hwy

City, State Zip Stuart, FL 34996

Phone Number 772-419-6965

E-mail dhafner@ufl.edu

*Please make sure that you have completed and/or answered all statements below:*

**II. Bylaws of the Association**

Have the association's bylaws been changed during this reporting year? If yes, please attach a copy for approval by the Associate Dean and 4-H State Program Leader.

No

**III. Memorandum of Agreement**

Has the association's MOA with the UF/IFAS County Extension Service been altered in the current reporting year? If so, attached a copy to this packet.

Yes

**IV. Membership Information**

Attached is a list of the current Association members and officers, including their addresses. If new officers have been elected, please list the new officers, their addresses, and the date they assumed office.

Yes

**V. Tax Information**

X IRS Form 990N - *If your association is required to file this form, the 4-H Business Services will file with the IRS and email a confirmation to you for your files.*

                     IRS Form 990EZ or 990 - *If your association is required to file one of these forms, submit a completed and signed copy with this packet for review.*

- IRS 990 N      *Gross receipts normally ≤ \$50,000*
- IRS 990 EZ    *Gross receipts < \$200,000, and Total assets < \$500,000*
- IRS 990        *Gross receipts ≥ \$200,000, or Total assets ≥ \$500,000*

**ALL 990s need to be reviewed by 4-H Business Services prior to electronic filing .**

**You will be contacted if more information or clarification is needed.**

**ONLY 990 N's will be submitted to IRS by 4-H Business Services.**

**ALL 990 and 990EZ IRS forms MUST be electronically filed by a licensed or certified accounting individual or firm.**

**VI. Financial Information**

Yes Are checks worth more than \$500 written from the county association account signed by two unrelated individuals (not from the same family)?

Yes Are all money collections deposited no less frequently than weekly, and collection amounts totaling more than \$1000 deposited within one business day?

Yes If a new 4-H agent has started within the past year, has he/she been trained on UF's Finance & Accounting directives and procedures on cash handling and deposits?

N/A Were 1099-MISC forms issued for any contracted services and/or awards for over \$600 for the prior calendar year? If yes, please provide copies of the 1099s and 1096 with this packet.

Yes Has your annual financial review been completed for all association accounts, including those held by any group acting under a fictitious name (doing business as or DBA)? Please provide the signed reviews with this packet.

Yes Has a completed Revised 01/2021 IRS Form 8821 (current pre-filled version attached) been included with this packet?

Have your monthly reconciliations with supporting documentation been uploaded into your County's SharePoint 4-H files?

If Yes - Please list documents submitted for upload. \_\_\_\_\_

If No - Please explain. \_\_\_\_\_

Are proper segregation of duties for financial transactions being followed?

If No - Please explain. \_\_\_\_\_

Yes



# **INDIANTOWN COMMUNITY TRUST FUND**

## **ASSISTANCE PROGRAM FUNDING INFORMATION**



**MAY 2024**

## INDIANTOWN COMMUNITY TRUST FUND FUNDING INFORMATION ASSISTANCE PROGRAM

### I. Introduction.

In July of 1991 Martin County Board of County Commissioners entered into a planned unit development (PUD) agreement for the development of the Indiantown Cogeneration Project. A condition of the PUD agreement required the establishment of the Indiantown Community Trust Fund with the interest from the trust fund used for projects which benefit the Indiantown community and have a general synergy with the Indiantown Cogeneration Project. Martin County and Indiantown Cogeneration, L.P. then entered into a separate agreement that further defined the County as the trustee of the trust fund and detailed the operating parameters of the trust.

According to the PUD condition and the trust fund agreement, the trust was established at the time of preliminary development plan approval. At the issuance of the first building permit the Indiantown Cogeneration L.P. presented Martin County with the check for one million dollars for deposit into the trust fund account. The trust fund has been accruing interest since October 21, 1992.

On May 24, 2018, the Village Council adopted Resolution 23-2018 accepting the transfer of the Indiantown Community Trust Fund to the Village to administer and distribute funds.

The PUD condition and the separate Indiantown Community Trust agreement specified the creation of a Special Advisory committee. The committee annually reviews applications for proposed projects and makes recommendations for funding for the projects from the accrued interest of the trust fund subject to final approval by the Village Council.

The committee consists of two members from Indiantown Cogeneration, L.P., one Council Member, and four members from the Indiantown community. At least one of the four community members must be from Booker Park and one of the four must be from Indianwood.

### II. Procedures for Applying for Assistance from the Indiantown Community Trust Fund.

#### A. Eligibility.

Applicants may be private non-profits, for profit entities, community associations or governmental entities.

#### B. Amount of Funding Available.

Projects may be funded from the interest. Approximately \$70,000 will be available for the 2024 fiscal year for this round of applications.



C. Availability of Applications.

Application for funding must be made on the attached application form. Applications are available at the following locations:

- Elisabeth Lahti Library, 15200 SW E Thelma Waters Avenue
- Indiantown Chamber of Commerce, 15935 SW Warfield Blvd. in Indiantown, Florida
- Village Hall Office located at 15516 SW Osceola Street open Monday through Friday 9:00 AM-5:00 PM.
- The application and instructions can also be found on the web site under **“Indiantown Community Trust Fund Page”** at [www.indiantown.org](http://www.indiantown.org).

D. Submittal of Applications.

All applications are due on Friday, June 28, 2024. Applications must be signed and received by 4:30 PM on the due date at Village Hall 15516 SW Osceola Street, Indiantown.

Applications can be emailed to the Village Clerk at [lmcbride@indiantownfl.org](mailto:lmcbride@indiantownfl.org).

Proposals received after the deadline will be ineligible for funding.

III. General Provisions.

A. Criteria for Awards.

The trust income shall be used solely for projects benefiting Indiantown. Examples of such projects include, but are not limited to:

- General training programs for local residents;
- Day care facilities;
- Recreation facilities;
- Community center;
- General community beautification projects; and
- ‘Seed money’ for use in community programs for matching fund programs.

Projects that may not be funded are capital facility projects.

B. Public Notice and Advertisement of Availability of Funds.

The availability of the Trust Fund Assistance Program will be advertised in a newspaper of general circulation. The advertisement will state the nature of the program and solicit proposals.

C. Selection of Fund Recipients.



The Indiantown Community Trust Fund Special Advisory Committee will review all applications received by the application deadline. The Committee will rank all proposed projects and prepare a prioritized list of projects for funding from the accrued interest of the trust fund. The committee shall submit the list to the Village Council (trustee).

The Village Council will review the prioritized list and choose project(s) to receive funding. Any project(s) selected by the Village Council must be on the prioritized list. No later than ninety (90) days from the receipt of the prioritized list, the Council must notify the Committee of the project(s) to be funded. The Village Council may reject all the proposed projects on the list submitted by the committee. If the Village Council does not utilize all the available funding in one year, the Village shall make its best effort to use the accumulated funds the following year.

Applicants who do not receive an award will be notified regarding the reasons for the denial and will be allowed an opportunity to reapply during the next funding cycle.

D. Non-discrimination Policy.

Village of Indiantown, its agents, contractors, and subgrantees, whether municipality, non-profit organization or for-profit entity shall not deny assistance to or exclude from participation any person or entity based on race, creed, religion, color, age, sex, family status, national origin, or handicap.

E. Contractual Requirements for Recipients.

Applicants who receive an award (subgrantees) will be notified regarding the contractual procedures to be followed. The Village and the subgrantee will enter into a grant agreement for the proposed funding based upon Village Council's approval of the projects to be funded and their award amount.

All agents, contractors and subgrantees of the Village Council receiving interest from the Indiantown Community Trust Fund must comply with the Indiantown Community Trust Fund agreement between the Indiantown Cogeneration, L.P. and Martin County. The Village Council will include language in each contract and subcontract to contractually commit each agent, contractor and subgrantee to compliance.

F. Provision for Revenues Interest.

Revenues accruing from the funds must be retained in the Trust Fund for further use according to stated purposes of fund.

G. Administrative Provisions.

If, at any time, the applicant (contractor or subgrantee) is unable to comply with any provision of this program, the Village Council shall be notified immediately for guidance, direction, and assistance, if necessary.

**EXHIBIT "A"**

**DISBURSEMENT SCHEDULE**

JUNE 1	APPLICATION PERIOD OPEN
JUNE 28	APPLICATION PERIOD ENDS
JULY 10-12	REVIEW APPLICATIONS
JULY 25	COUNCIL RECOMMENDATIONS
AUGUST 5	AWARD LETTER and TWO (2) ORIGINAL COPIES OF GRANT AGREEMENT MAILED TO AWARDEES
SEPTEMBER 1	FUNDS DISBURSED TO AWARDEES *Pending return of signed originals

Disbursement of funds in the amount of \$\_\_\_\_\_ will be made fifteen days after agreement is signed and returned.

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION I**

**ADMINISTRATIVE INFORMATION**

**1. APPLICANT:**

Organization: Mount Zion Missionary Baptist Church

Name  
(Executive Director or President): George W. Palmer

Address: 14789 SW Dr. MLK Jr. Drive  
Indiantown, FL 34956

E-mail: vernestinew2000@yahoo.com

Telephone: 863-634-7513

Fax No.: \_\_\_\_\_

Tax Exempt No.: \_\_\_\_\_  
(if applicable)

**2. CONTACT** (if different from above)

Name \_\_\_\_\_

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

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**3. CHIEF FINANCIAL OFFICER** (if different from above)

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

Address: (if different from above)

E-mail \_\_\_\_\_

Telephone: \_\_\_\_\_

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION II**

**PROJECT IDENTIFICATION**

This section must describe the specific project proposed for funding. Describe how the proposed project will benefit the Indiantown community.

Start below (use continuation pages if necessary).

The specific project proposed for funding is for the entire removal of carpet and entire installation of tile from the left side (door) of the building to the side front door (to include entrance area, hallway, food serving reception area, back serving sitting area, dining/fellowship hall and exit/entrance area). We are asking the Trust Fund Committee for a total of \$15,000 for this project.

Mount Zion Missionary Baptist Church has been a referred place for residence of the Village and local businesses for meetings, training, workshops, health fairs, and teaching and facilitation groups. Additionally, current and former Village council members and former Village manager hosted interest group meetings at Mount Zion. With this monetary support, Mount Zion will continue to host the Village of Indiantown residence and business owners in a safe, secured place.

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION III**

**BUDGET SUMMARY**

Requested Funding from Indiantown Community Trust Fund

\$ 15,000  
\_\_\_\_\_

Other Funding (if any)

\$ 0  
\_\_\_\_\_

Source of those funds reflected above.

\$ 0  
\_\_\_\_\_

In-kind (if any)

\$ 304  
\_\_\_\_\_

Total Project Cost

\$ 15,000  
\_\_\_\_\_



**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION IV**

**PROJECT BUDGET SCHEDULE  
(LINE-ITEM BUDGET)**

This section must specifically identify how funds will be allocated (i.e., benefits, rent, utilities, office supplies, etc.). Can this project proceed as designed if the full amount of funding requested from the Indiantown Community Trust Fund (ICTF) is not available? Can the project proceed with a reduced scope if only partial funding of the amount requested from the ICTF is available?

NOTE: Funding is in the form of reimbursement for funds spent during the term of the contract and for costs directly related to the project described in your application.

Start below (use continuation pages if necessary).

The funds awarded will be used to solely pay for the removal of carpet and installation of tile. Without the awarding of these funds, we will not be able to begin or complete the project. If partial award is granted, we will use them to complete what is feasible.

**BUDGET**

Line Items

Pastor s weekly salary \$400 weekly (does not include tithes \$20; \$25 offering; \$10 Sunday school; \$10 Benevolence). After deductions \$335 (Monthly \$1,340)

Minister of Music . \$250 weekly (\$1,000 monthly)

Church Clerk \$152 weekly (\$608 monthly) work schedule is 9 a.m. to 1pm Monday thru Thursday

Water and Sewage \$90 monthly

Gas \$15 monthly

Phone and internet services . \$208 monthly

Insurance \$5000 yearly

This does not reflect the \$5,000 yearly required and mandatory insurance.

Total church monthly expenses \$3,261

If afforded the \$15,000 from the Community Trust Fund the church clerk (Bernice Simpson) will be the only one receiving a salary of \$600 for 2 weeks. This amount will cover 4 hours of service for 5 days from 1 5 p.m. Mrs. Simpson does receive a salary from the church as indicated above; however, the 4 hours a day for 4 days she works for the church will be in-kind service. This is due to her ensuring that the building is open for work and she will need to be remain present while the installers are working.

**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND  
SECTION V**

**ORGANIZATIONAL**

Describe the organization and attach a copy of pertinent documents, including a certified resolution by the Applicant's Board of Directors authorizing submission of the grant application and acceptance of grant funds if awarded.

Pastor George W. Palmer  
Mt. Zion Missionary Baptist Church  
14789 SW Dr. MLK Jr. Drive  
Indiantown, FL 34956

August 29, 2024

The Village of Indiantown  
15516 SW Osceola Street, Suite B  
Indiantown, FL 34956

RE: Application for funds from the Land Trust Fund

Hello and greetings, my name is George W. Palmer; I am the pastor of Mount Zion Missionary Baptist Church within the Booker Park community. Mount Zion has actually been my church home since childhood. The church have had a least 4 pastors before me and each have added to the upkeep and welfare of the building. Additionally, I serve as the Board of Director.

I operate as the sole decision maker of the church; however, I conduct quarterly business meeting and would be happy to provide minutes of the meetings to show transparency. Our meetings held with equity. Each member present has the opportunity to provide feedback/opinions before the voting process. As in any business meeting, the majority rules.

I am authorizing submission of the grant application and acceptance of grant funds if awarded. The funds will go directly in the church's bank account and church secretary and treasurer (Bernice Simpson and Jerome Williams) will handle funds allocated for project.

Respectfully,

A handwritten signature in black ink that reads "George W. Palmer". The signature is written in a cursive, flowing style.

George W. Palmer, Sr., Pastor

**FLORIDA INDIVIDUAL ACKNOWLEDGMENT**  
F.S. 117.05(13)

State of Florida

County of Palm Beach }

The foregoing instrument was acknowledged before me by means of

Physical Presence,

— OR —

Online Notarization,

this 29<sup>th</sup> day of August, 2024, by  
Date Month Year

George W. Palmer, Sr.  
Name of Person Acknowledging



[Signature]  
Signature of Notary Public — State of Florida

Cheyenne Callwood  
Name of Notary Typed, Printed or Stamped

Personally known

Produced Identification

Type of Identification Produced: \_\_\_\_\_

Place Notary Seal Stamp Above

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

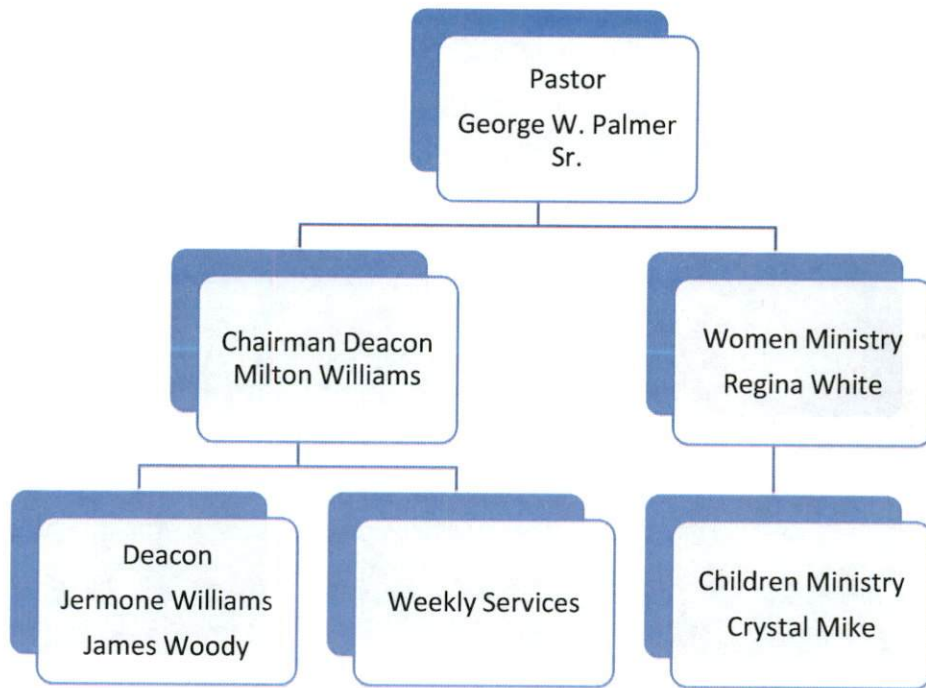
Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

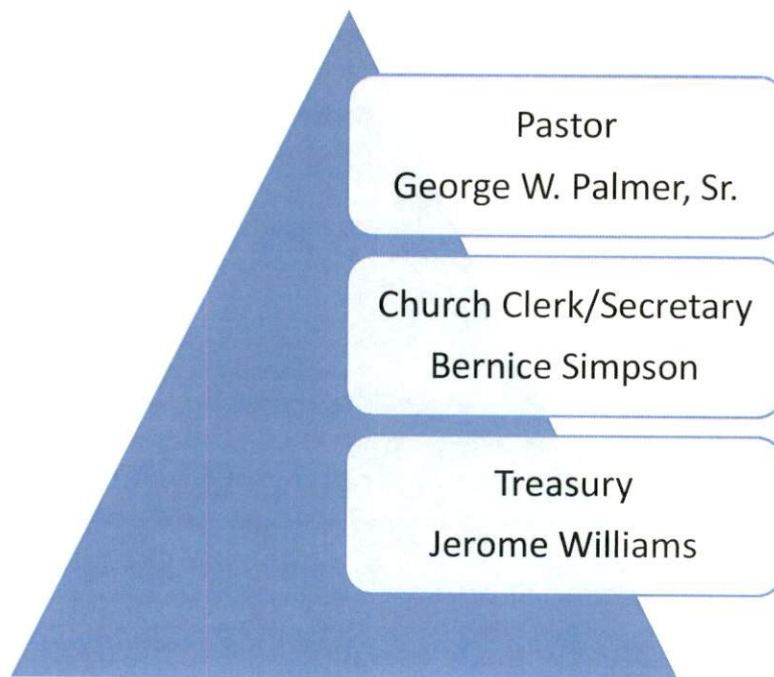
Signer(s) Other Than Named Above: \_\_\_\_\_



# Mount Zion Missionary Baptist Church Organizational Chart



## Administrative Chart





**APPLICATION FOR PROJECT FUNDING  
FROM THE INDIANTOWN COMMUNITY TRUST FUND**

AGENCY AUTHORIZED OFFICIAL:

NAME: \_\_\_\_\_  
(Type Name)

TITLE: \_\_\_\_\_  
(Type Title)

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF FLORIDA  
VILLAGE OF INDIANTOWN

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as proof of identification.

NOTARY PUBLIC

\_\_\_\_\_  
Name:  
State of Florida at Large

My Commission Expires:

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: October 10, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Appointments to the Park and Recreation Advisory Board

SUMMARY OF ITEM: The Village of Indiantown (Village) Council approved resolution 001-2024 to establish a Parks and Recreation Advisory Board (PRAB) per policy R1.15 of the Village's Comprehensive Plan. Each Council member shall directly appoint a member to serve on the PRAB. The PRAB is to meet on a regular basis to:

- Evaluate the maintenance of existing sites, facilities, and programs;
- Recommend the expansion or retraction of recreational facilities and programs;
- Evaluate the capital needs required to maintain the Village's level of service;
- Provide input to the Village of Indiantown's five-year Capital Improvement Plan (CIP).

In addition, other duties include advising the Council on planning and implementation of the Parks and Recreation Master Plan and making recommendations on programs, services, acquisition and uses of parkland, sports, and recreation facilities, as well as other duties as may be assigned by the Council.

The Parks and Recreation department will be the Village's liaison with the PRAB and will provide the Council with updates as needed for approval or implementation of PRAB recommendations.

FISCAL IMPACT STATEMENT: There is a limited budget for parks and recreation improvements, which may be addressed in the next fiscal year, as the current fiscal year (FY25) has been approved and began on October1, 2024.

There are grant opportunities that may provide additional funding which the Council previously approved.

RECOMMENDATION: The Council discuss and indicate their desire for appointment of individuals to the PRAB.

PREPARED BY: Taryn G. Kryzda, Village Manager

DATE: 10/2/2024

ATTACHMENTS:  
Description

resolution 001-2024 for PRAB

VILLAGE OF INDIANTOWN, FLORIDA

RESOLUTION NO. 001-2024

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, ESTABLISHING A PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR CREATION AND DUTIES OF THE BOARD, MEMBERSHIP AND COMPOSITION OF THE BOARD, TERMS OF BOARD MEMBERS, MEETINGS AND ORGANIZATION OF THE BOARD, ABSENCES AND VACANCIES, AND STAFF TO THE BOARD; AND PROVIDING FOR FINDINGS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Policy R1.1.5 of the Village of Indiantown Comprehensive Plan provides:

**POLICY R1.1.5**

The Village of Indiantown shall establish a citizen’s advisory committee (by 2022) to secure citizen involvement regarding public park and recreation decisions including evaluating sites to be included in the Village’s long-range plan for parks. The citizen’s advisory board shall meet on a regular basis to:

- a) Evaluate the maintenance of existing sites, facilities, and programs
- b) Recommend the expansion or retraction of recreational facilities and programs
- c) Evaluate the capital needs required to maintain the Village’s recreational Level of Service
- d) Provide input to the Village of Indiantown’s five-year Capital Improvements Plan

and

WHEREAS, the creation and maintenance of the Parks and Recreation Advisory Board is consistent with and implements Policy R1.1.5 of the Village of Indiantown Comprehensive Plan; and

**WHEREAS**, it is the desire of the Village Council to allow for an ongoing formal process for public access to the planning, development and programming of the Village Parks and Recreation system; and

**WHEREAS**, State and Federal guidelines as well as industry best practices call for ongoing and formal input in planning, acquisition and development; and

**WHEREAS**, an advisory board is able to assist the Village Council and the Parks and Recreation Department to achieve the goals of establishing services which meet community needs through public input; and

**WHEREAS**, the Village of Indiantown is committed to enhancing the quality of life of its residents and visitors through the Parks and Recreation system.

**NOW, THEREFORE BE IT RESOLVED**, 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 legislative findings by the Village Council of the Village of Indiantown, and are otherwise fully incorporated herein.

**SECTION 2. CREATION AND DUTIES.** The Parks and Recreation Advisory Board (“PRAB”) is hereby created. Pursuant to Policy R1.1.5 of the Village of Indiantown Comprehensive Plan, the duties of the PRAB shall include serving in an advisory capacity to the Village Council and Parks and Recreation Department to provide citizen involvement regarding public park and recreation decisions, including evaluating sites to be included in the Village’s long-range plan for parks, and shall meet on a regular basis to:

- a) Evaluate the maintenance of existing sites, facilities, and programs;
- b) Recommend the expansion or retraction of recreational facilities and programs;
- c) Evaluate the capital needs required to maintain the Village’s recreational Level of Service; and
- d) Provide input to the Village of Indiantown’s five-year Capital Improvements Plan.

The duties of the PRAB shall also include advising the Village Council on the planning and implementation of the Parks and Recreation Master Plan, and making recommendations on programs, services, acquisition and uses of parkland, sports, and



recreation facilities, as well as such other duties as may be assigned by the Village Council.

**SECTION 3. MEMBERSHIP, COMPOSITION, AND TERMS.** The PRAB shall be composed of five (5) members. Each member of the Village Council shall directly appoint one member. Each member shall serve a term that coincides with the term of office held by the Village Council Member that appointed the member. Members may be removed by the Village Council upon written charges at public hearing.

**SECTION 4. MEETINGS.** Meetings of the PRAB shall be held on a schedule as determined by the PRAB in consultation with the Parks and Recreation Director. Special meetings may be called by the Parks and Recreation Director or designee. The agenda for each meeting shall be established by the Parks and Recreation Director or designee. Any member of the PRAB may place matters on the agenda. The PRAB shall keep minutes of its proceedings, indicating the attendance of each member, and the decision on every item. Copies of all PRAB minutes, reports, and exhibits shall be filed with the Village Clerk. A quorum is required to hold a meeting or take any action. Three members shall constitute a quorum. Each decision of the PRAB must be approved by a majority vote of the members present at a meeting at which a quorum is in attendance and voting.

**SECTION 5. ORGANIZATION.** The PRAB shall by majority vote elect from its membership a Chair and Vice Chair at its first regular meeting of the calendar year. The term of office for any officer shall be one (1) year.

In case of resignation or vacancy in the office of Chair or Vice Chair, the PRAB shall elect from its membership a new officer at the next regular meeting.

The Chair shall preside at all meetings and sign all documents relative to action taken by the PRAB. When the Chair is absent, the Vice-Chair shall assume the duties of the Chair. When both the Chair and Vice-Chair are absent, those members who are present shall select a temporary chair.

**SECTION 6. ABSENCES AND VACANCIES.** In the event that any member fails to attend three of the regularly scheduled meetings in a calendar year, such member shall cease to be a member of the Board. Vacancies shall be filled for the unexpired term of any member in the same manner the office was previously filled.

**SECTION 7. STAFF TO THE BOARD.** The Parks and Recreation Director, or

designee, shall serve as staff to the PRAB.

**SECTION 8. SEVERABILITY.** The provisions of this Resolution 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 Resolution 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 Resolution shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this Resolution, 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 Resolution, which shall remain in full force and effect. This Resolution shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this Resolution as expressed herein.

**SECTION 9. CONFLICTS.** All resolutions and parts of resolutions and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

**SECTION 10. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**ADOPTED** this 25<sup>th</sup> Day of January, 2024.

VILLAGE OF INDIANTOWN, FLORIDA

ATTEST:

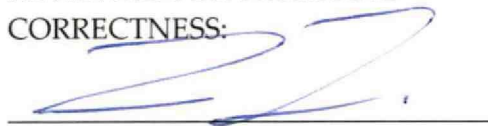


LARHONDA MCBRIDE  
VILLAGE CLERK



SUSAN GIBBS THOMAS  
MAYOR

REVIEWED FOR FORM AND  
CORRECTNESS:



WADE C. VOSE  
VILLAGE ATTORNEY



*[Faint, illegible handwritten text]*



**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: October 10, 2024

MEETING TYPE: Regular Agenda

AGENDA ITEM TITLE: Approval of Modification to the \$700,000.00 Small Cities CDBG Subgrant Agreement #22DB-OP-10-53-02-N05 regarding removal of installation for a fixed emergency generator to include concrete slab, fencing and electrical work at Magnolia Street Lift Station.

SUMMARY OF ITEM: The Village of Indiantown has been selected to participate in the Small Cities CDBG Program. The Village will use the \$700,000.00 in CDBG Neighborhood Revitalization grant funds to repave the roadway and construct drainage improvements along SW Seminole Drive, between Yahala Street and SW Osceola Street and improve Magnolia Street Lift Station by adding a generator to address power fluctuations in the area. This application was made via Resolution No. 040-2021 on September 24, 2021.

The Village is contributing at least \$58,000 of leverage funds to cover a portion of the street repaving portion of this project. Overall, the project will serve 118 Households and 404 persons of which 368 (or 91.09%) are considered Low-to-Moderate-Income (LMI). This match was approved by the Council via Resolution No. 039-2021, approved on September 24, 2021. Funding will be coming from the Village's Reserve Fund for the street improvements.

Modification of this Subgrant agreement will be to remove Magnolia Street Generator portion of this project due to budgetary constraints.

FISCAL IMPACT STATEMENT: Base Bid Project Total- \$1,122,724.50  
CDBG Awarded Grant- (\$700,000.00) - \$422,724.50  
Expended Funds- (\$80,000.00) - 342,724.50  
Magnolia Street - (\$278,250.00) -64,474.50

Over Budget Amount- \$64,474.50 to be paid by Public Works Fund

RECOMMENDATION: Staff recommends approval of this modification to this subgrant agreement and authorization for the Mayor to execute the same.

PREPARED BY: Patrick Nolan/Public Works and Utilities Director

DATE: 10/2/2024

ATTACHMENTS:

Description

CDBG Subgrant Agreement



Subgrant Contract Number: 22DB-OP-10-53-02-N05

FLAIR Contract Number: H2416

CFDA Number: 14.228

**State of Florida**  
**Department of Economic Opportunity**  
**Federally-Funded**  
**Small Cities Community Development Block Grant (CDBG)**  
**Subgrant Agreement – FFY 2019 Funding Cycle**

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, hereinafter referred to as “DEO”, and the Village of Indiantown, Florida, hereinafter referred to as the “Recipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) administers the Small Cities Community Development Block Grant (CDBG) Program at the Federal level and distributes CDBG grant funds to the states. The State of Florida has received these grant funds from HUD.

WHEREAS, DEO is the CDBG grantee agency for the State of Florida, designated to receive funds annually for program purposes. DEO is authorized to distribute CDBG funds to the Recipient so that the Recipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs.

WHEREAS, Pursuant to the requirements of Title 2, Code of Federal Regulations (“C.F.R.”), part 200 and 24 C.F.R. § 570.500, the Recipient is a Subrecipient of federal funds, and is qualified and eligible to receive these subgrant funds in order to provide the services identified herein.

NOW THEREFORE, DEO and the Recipient agree to the following:

**(1) Scope of Work.**

The Scope of Work for this Agreement includes Attachment A, Project Narrative and Deliverables and Part 7 and Appendix A from Part 9 of the Recipient’s Florida Small Cities CDBG FFY 2019 Application for Funding submitted by the Recipient on November 6, 2020.

**(2) Incorporation of Laws, Rules, Regulations, and Policies.**

The Recipient agrees to abide by all applicable State and Federal laws, rules, and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 C.F.R. Part 570 Subpart I (except that the Recipient does not assume DEO’s responsibilities described at § 570.604 and the Recipient does not assume DEO’s responsibility for initiating the review process under the provisions of 24 C.F.R. part 58); and chapter 73C-23, Florida Administrative Code (F.A.C.), Effective: May 27, 2018.

**(3) Period of Agreement.**

This Agreement begins on August 1, 2021, (the “Effective Date”) and ends on January 31, 2024, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to DEO in its sole discretion, and DEO’s Director of the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient’s control, and include a performance plan that demonstrates the Recipient’s capacity to perform and complete the remaining project tasks within

the extension period. DEO will also take into consideration the Recipient's progress and verifiable achievements at DEO's sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the agreement closeout procedures set forth in Attachment H.

**(4) Modification of Agreement.**

(a) Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Recipient, including any request using form SC-44, constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO's determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(b) When requesting a modification, the Recipient shall electronically submit the following documents to DEO:

1. A cover letter signed by the Recipient's Chief Elected Official or by a duly-authorized Recipient's employee, officer, or board member, as evidenced by a written resolution or similar document. The letter must describe the need for the proposed changes and the effect that they will have on the project. If the modification requests a time extension, the letter must provide the justification for the extension;

2. If there are changes to the number of beneficiaries or accomplishments, including Unaddressed Need being added to the Agreement as Addressed Need, a copy of the Attachment A - Project Narrative;

3. If there is a change in the location of an activity, a copy of a revised map from the Application for Funding indicating the proposed changes;

4. If the changes being requested in the modification required that a public hearing be held, copies of the public hearing notice and the minutes from the hearing; and

5. For Economic Development subgrants, if a new Participating Party is being added to the Agreement, a copy of the Participating Party Agreement signed by the Recipient and the Participating Party.

**(5) Records.**

(a) The Recipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records on-site to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date DEO issues the final closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award or for a period of three years from the date that DEO closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever is later. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date this Agreement is final closed, unless extended in writing by DEO. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Recipient shall either (i) maintain all funds provided under this Agreement in a separate bank account (the Recipient shall maintain all funds advanced under this Agreement in a separate bank account) or (ii) the Recipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement (this option is not allowed for advanced funds). There shall be no commingling of funds provided under this Agreement with any other funds, projects, or programs. "Commingling" of funds is distinguishable from "blending" of funds, which is specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(e), Repayments.

(h) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

**(6) Audit Requirements.**

(a) The Recipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends \$750,000 or more in Federal awards from all sources during its fiscal year.

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to <mailto:deo.myflorida.com>. The Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient. This form is in addition to the Audit Certification Memo, Form SC-47, that must be sent to DEO if an audit is not required because the local government spent less than \$750,000 in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment J, the Recipient should send an electronic copy of its audit report or an Audit Certification Memo, Form SC-47, by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to the grant manager listed in Paragraph (14) Notice and Contact. The forms referenced in this Agreement are available online at <http://www.floridajobs.org/CDBGRe> or upon request from the grant manager listed in Paragraph (14) Notice and Contact.



**(7) Reports.**

The Recipient shall provide DEO with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. The Recipient shall provide any additional program updates or information upon request by DEO. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law.

**(8) Monitoring.**

(a) The Recipient shall monitor its performance under this Agreement, including the performance of any subrecipients, subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C - Activity Work Plan and that other performance goals are being achieved. The Recipient shall perform a review for each function or activity in Attachment A - Project Narrative and Deliverables, Attachment B – Project Detail Budget, and Attachment C - Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by DEO staff and limited scope audits. The Recipient shall comply and cooperate with any monitoring deemed appropriate by DEO. If DEO determines a limited scope audit of the Recipient is appropriate, the Recipient shall comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General.

(c) DEO shall monitor the Recipient's performance through desk monitorings and on-site monitoring visits. The Recipient shall always and contemporaneously maintain at Recipient's work sites and make available to DEO immediately upon DEO's request all Subgrant's records and documentation, including but not limited to: all Recipient's consultants' work products produced in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation. The Recipient shall supply data and make records available as necessary for DEO staff to complete an accurate evaluation of contracted activities. DEO will issue a monitoring report to the Recipient after each monitoring event. The Recipient shall reply in writing to any monitoring findings or concerns that require a response within 45 days of its receipt of DEO's monitoring report. DEO will clear any findings or concerns in writing once the Recipient has successfully addressed them. DEO will reject a Recipient's financial reimbursement request if a required response to a monitoring report is late.

**(9) Liability.**

(a) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Recipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(c) If the Recipient is a state agency or subdivision, as defined in section 768.28, F.S., then the Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Recipient if sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

**(10) Events of Default.**

If any of the following events occur (“Events of Default”), DEO may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

- (a) If any warranty or representation made by the Recipient in the Recipient’s Application for Funding, this Agreement, or any previous agreement with DEO is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- (b) If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by DEO;
- (c) If the Recipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO; or
- (d) If the Recipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending DEO’s Implementation Workshop.

**(11) Remedies.**

If an Event of Default occurs, then DEO shall, upon 30 calendar days written notice to the Recipient and upon the Recipient’s failure to cure within those 30 calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by DEO, in conformity with Paragraph (14) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand that the Recipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; or
- (e) Exercise any corrective or remedial actions, including but not limited to:
  1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
  2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
 or
  3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question.
- (f) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure to insist upon strict performance by DEO will not affect, extend, or waive any other right or remedy available to DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

**(12) Dispute Resolution.**

Disputes concerning the performance of the Agreement shall be decided by DEO, which shall reduce the decision to writing and serve a copy on the Recipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Recipient files a petition for administrative hearing with DEO. DEO’s decision on the petition shall be final, subject to the Recipient’s right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient’s ability to pursue any other form of dispute resolution; provided however, that the Parties may



mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

**(13) Termination.**

(a) DEO may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient 14-days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination.

(d) If this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Recipient's receipt of the termination notice. The Recipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.

(e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

**(14) Notice and Contact.**

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement. All notices sent to the grant manager via email shall copy the CDBG grants management inbox at [CDBGGrantsManagement@deo.myflorida.com](mailto:CDBGGrantsManagement@deo.myflorida.com).

(b) The name and address of the grant manager for this Agreement is:

Andrea Pelton, Government Operations Consultant III  
Florida Small Cities CDBG Program  
Department of Economic Opportunity  
107 East Madison Street – MSC 400  
Tallahassee, Florida 32399-6508

Telephone: (850) 717-8401 – Fax: (850) 922-5609

Email: [Andrea.Pelton@deo.myflorida.com](mailto:Andrea.Pelton@deo.myflorida.com); CC: [CDBGGrantsManagement@deo.myflorida.com](mailto:CDBGGrantsManagement@deo.myflorida.com)

(c) The name and address of the Local Government Project Contact for this Agreement is:

Howard W. Brown, Jr., Village Manager  
Village of Indiantown  
Post Office Box 398  
Indiantown, Florida, 34956  
Telephone: (772) 597-8282 - Fax: (772) 597-9910  
Email: hbrown@indiantownfl.gov

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (14)(a) above.

**(15) Contracts.**

(a) If the Recipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in section 288.703, F.S. Documentation must also be maintained on-site by the subgrant Recipient. The Recipient shall include the following conditions in any contract:

1. that the contractor is bound by the terms of this Agreement;
2. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
3. that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
4. provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
5. the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(b) For any contract that the Recipient executes for administrative services with a consultant that produced work products in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation, the Recipient shall include the following conditions:

1. that all original income survey forms shall be turned over to the Recipient; and
2. that copies of any spreadsheets produced to compile survey results shall be given to the Recipient.

**(16) Terms and Conditions.**

This Agreement, and the attachments and exhibits hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**(17) Attachments.**

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Project Narrative and Deliverables

Attachment B – Project Detail Budget (Example)

Attachment C – Activity Work Plan (Example)

Attachment D – Program and Special Conditions

Attachment E – Category Specific Conditions for Neighborhood Revitalization

Attachment F – State and Federal Statutes, Regulations, and Policies

Attachment G – Civil Rights Requirements

Attachment H – Reports

Attachment I – Warranties and Representations

Attachment J – Audit Requirements

Exhibit 1 to Attachment J – Funding Sources

Attachment K – Audit Compliance Certification

**(18) Funding/Consideration.**

(a) The funding for this Agreement shall not exceed Seven Hundred Thousand Dollars and Zero Cents (\$ 700,000.00), subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) DEO will provide funds to the Recipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Recipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) The Recipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG program for which the Recipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO has included, and the Recipient shall perform, any necessary special conditions added to Attachment D by DEO, where DEO's grant manager determined at the site visit that any of the Recipient's procedures were deficient.

(d) The Recipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Recipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the SERA Access Authorization Form, provided by DEO, must approve the submission of payment requests on behalf of the Recipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from DEO.

(h) The Recipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Recipient to complete any Project Implementation Deliverables listed in Attachment B. The Recipient shall send a representative, either an employee or an elected official, to DEO's Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) Events of Default.

**(19) Repayments.**

(a) The Recipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Recipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Recipient may request reimbursement for eligible application preparation costs that were listed in the Recipient's Application for Funding.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any unobligated funds which have been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO any funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Recipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided however, the Recipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Recipient is at fault for the ineligibility of the activity in question.

(e) The Recipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Recipient, within 30 calendar days after DEO has notified the Recipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity  
Community Development Block Grant Programs  
Cashier  
107 East Madison Street – MSC 400  
Tallahassee, Florida 32399-6508

**(20) Mandated Conditions.**

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in its Application for Funding, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. DEO may terminate this Agreement upon 24-hours written notice if any information, representation, or material submitted by the Recipient is inaccurate or false.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial. If any provision of this Agreement conflicts with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) If the Recipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement. In addition, the Recipient shall send a completed Form SC-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to DEO for each contractor, and a completed Form SC-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to DEO for each subcontractor. A completed Form SC-37 must be received by DEO before the Recipient enters into a contract with the respective contractor, and a completed Form SC-38 must be received by DEO before a contractor enters into a subcontract with the respective subcontractor.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.



(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.

(k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(m) The Recipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within 90 days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement the Recipient shall transfer to DEO any CDBG funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG funds.

(o) Any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Recipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

**(21) Lobbying Prohibition.**

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

3. The Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (21), above.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(22) Copyright, Patent, and Trademark.**

(a) Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Recipient to the State of Florida.

(b) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(c) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(d) Within 30 calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

**(23) Legal Authorization.**

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

**(24) Public Record Responsibilities.**

(a) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an email to PRRequest@deo.myflorida.com within one business day from receipt of such request.

(b) The Recipient shall keep and maintain public records, on-site as required by DEO, to perform the Recipient's responsibilities hereunder. The Recipient shall, upon request from DEO's custodian of public records, provide DEO 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 by chapter 119, F.S., or as otherwise provided by law. The Recipient shall allow public access to all documents, papers, letters or other materials made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Recipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Recipient is a “contractor” as defined in section 119.0701(1)(a), F.S. (“Recipient-contractor”), the Recipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Recipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Recipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient-contractor keeps and maintains public records upon completion of the Agreement, the Recipient-contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO’s custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Recipient-contractor of the request as soon as practicable, and the Recipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Recipient-contractor does not comply with DEO’s request for records, DEO shall enforce the provisions set forth in this Agreement. A Recipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Recipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Recipient’s possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State’s rights and the data subject’s privacy.

(g) The Recipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Recipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Recipient shall cooperate with DEO regarding DEO’s efforts to comply with the requirements of chapter 119, F.S.

(h) If the Recipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Recipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as the Recipient’s waiver of a claim of exemption. The Recipient shall 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 Agreement term and following completion of the Agreement if the Recipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

**(i) IF THE RECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT-CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at [publicrecordsrequest@deo.myflorida.com](mailto:publicrecordsrequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**



(j) To the extent allowable by law, the Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Recipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Recipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. The Recipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

(l) The Recipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Recipient shall amend each of the Recipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Recipient does not comply with this provision.

#### **(25) Employment Eligibility Verification.**

(a) Section 448.095, F.S. requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.g>

(c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

#### **(26) Program Income.**

(a) The Recipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG funds made available under this Agreement as part of the Recipient's Quarterly Progress Report, Form SC-65. The Recipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200; 24 C.F.R. part 570; sections 290.046-290.048, F.S.; chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) The Recipient shall return all program income generated after closeout to DEO. The Recipient shall return all program income generated prior to closeout to DEO unless the program income is used to fund additional units of CDBG activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. DEO or the State may require remittance of all or a portion of any balance of a Recipient's program income at the end of a program year.

**(27) Independent Contractor.**

(a) In the Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Recipient is always acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall always remain an independent contractor with respect to the services to be performed under this Agreement.

(b) The Recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(c) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Recipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

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**State of Florida**  
**Department of Economic Opportunity**  
**Federally Funded Subgrant Agreement**  
**Signature Page**

Subgrant Contract Number: 22DB-OP-10-53-02-N05

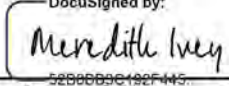
FLAIR Contract Number: H2416

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in all Attachments and Exhibits hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they have read and understand the Agreement and Attachments and Exhibits' terms and conditions on the day, month, and year set forth below.

**Village of Indiantown, Florida**

**Department of Economic Opportunity**

By:  Date: 10/29/2021  
DocuSigned by: [Signature]  
1-3A30933E-F0D43F...  
(Authorized Signature)

By:  Date: 11/1/2021  
DocuSigned by: [Signature]  
5298089E-192F-445...  
(Authorized Signature)

Name: Jacqueline Gary Clarke

Name: Meredith Ivey

Title: Mayor

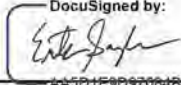
Title: Chief of Staff

Federal Tax ID#: 82-4567014

DUNS#: 117487055

Approved as to form and legal sufficiency, subject only to the full and proper execution by the Parties

**Office of the General Counsel**  
**Department of Economic Opportunity**

By:   
DocuSigned by: [Signature]  
AA5D1E9D9708484...

Approved Date: 10/29/2021

## Attachment A – Project Narrative and Deliverables

1. **PROJECT NARRATIVE:** The Village of Indiantown, Florida (Recipient) has been selected to participate in the Small Cities CDBG Program. The Recipient will use the \$700,000 in CDBG Neighborhood Revitalization funds to repave the roadway along Southwest Seminole Drive and improve the Magnolia Street Lift Station. The Recipient is contributing \$58,000 of leverage funds to cover a portion of the Street Repaving in this project. Overall, the project will serve 118 Households and 404 persons of which 368 (or 91.09%) are considered Low-to-Moderate-Income (LMI).

### Service Area 1 (SA 1)

**SA 1 activities** will include the repaving of approximately 1,500 Linear Feet (LF) of Southwest Seminole Drive between Southwest Yalaha Street on the North and ending just South of the roundabout at Southwest Osceola Street on the South. The project will include the installation of 9 inch reclaimed base consisting of existing base and asphalt as well as a mixture of emulsifiers and cement. The asphalt will be replaced with either 1.5 or 2 inches of new asphalt of the Full Depth Reclamation base. In addition, new roadside swales and driveway culverts will be added. Additionally, several drainage inlets will be installed at the intersections of Southwest Seminole Drive and local drainage outfalls to allow stormwater runoff from Southwest Seminole Drive to these historic outfall areas.

The SA 1 beneficiaries include 102 residents of 19 households that will benefit from the funded activity. A total of 39 (38.24%) are Very Low Income (VLI) and 88 (86.27%) are Low- to Moderate-Income (LMI). 14 (13.73%) are over income (OI). Thus, the LMI National Objective is met.

### Service Area 2 (SA 2)

**SA 2 activities** will include improvements to the Magnolia Street Lift Station. The project consists of the addition of a fixed emergency electrical standby power generator, concrete slab, fencing, and electrical work at the sewage lift station. The Magnolia Street sanitary sewer lift station is located on the north side of Southwest Magnolia Street between Southwest Dr. Martin Luther King Drive and Southwest 107<sup>th</sup> Avenue.

The SA 2 beneficiaries include 302 residents of 99 households that will benefit from the funded activity. A total of 187 (61.92%) are Very Low Income (VLI) and 280 (92.72%) are Low- to Moderate-Income (LMI). 22 (7.28%) are over income (OI). Thus, the LMI National Objective is met.

### Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Paid application preparation costs,
- Develop policies for the Recipient to adopt related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area,
- Conducted activities related to the HUD-required environmental review,
- Prepared public notices for publication,
- Submitted public notices for publication,
- Maintained financial records related to project activities on-site,
- Conducted a Fair Housing activity,
- Attended prebid conference, bid opening or preconstruction meeting,
- Reviewed contractor payrolls and interview employees to determine compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-kickback" Act,
- Reviewed Household Income Certification Forms for households being hooked up to new utility services,
- Maintained client files,
- Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities,
- Prepared documentation for and attend on-site monitoring visits by DEO,
- Prepared requests for funds for submission by the Recipient's authorized employee,
- Prepared subgrant modification documents for the Recipient to submit to DEO,
- Prepared the Administrative Closeout Report for submission by the Recipient,



## Attachment A – Project Narrative and Deliverables

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- Prepare and submit detailed quarterly progress report, Section 3 or MBE/WBE report to DEO,
- Responded to citizen complaints,
- Prepared responses to monitoring findings and concerns for Recipient to submit to DEO or HUD,
- Paid advertising costs of public notices and invitations to bid,
- Paid permit fees,
- Paid legal fees,
- Paid invoices for environmental review activities other than advertising,
- Paid CDBG portion of required audit,
- Submitted requests for funds to DEO,
- Prepared subgrant modification documents, and
- Prepared the Administrative Closeout Report.

### Engineering Services Deliverable

Tasks that are eligible for reimbursement under the Engineering Services Deliverable are as follows:

- Basic Engineering Services
  - a) Developed the plan drawings for the project,
  - b) Developed the specifications for the project,
  - c) Developed the bid documents for the project,
  - d) Prepared permit applications,
  - e) Attended pre-bid/pre-construction conference,
  - f) Prepared change orders, and
  - g) Reviewed construction bids and make recommendation to the Recipient.
- Resident Inspection
  - a) Inspected construction activities for consistency with plans and specifications, and
  - b) Reviewed construction invoices and certify costs.
- Preliminary Engineering Services
  - a) Provided a cost estimate of the project, and
  - b) Assessed sites for the project.
- Additional Engineering Services
  - a) Conducted site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required, such as route surveys,
  - b) Conducted laboratory tests, well tests, borings, and specialized geological soils, hydraulic, or other studies recommended by the engineer,
  - c) Conducted property surveys, detailed description of sites, maps, drawings, or estimates related to them, assistance in negotiating for land and easement rights,
  - d) Gathered necessary data and file maps for water rights,
  - e) Conducted redesigns ordered by the owner after final plans have been accepted by the owner and the local government, except redesigns to reduce the project cost to within the funds available and projects which received “readiness to proceed” points or a planning and design grant,
  - f) Appeared before courts or boards on matters of litigation or hearings related to the project,
  - g) Conducted environment assessments or environmental impact statements,
  - h) Performed detailed staking necessary for construction of the project in excess of the control staking,
  - i) Provided an operation and maintenance manual for a facility,
  - j) Conducted activities required to obtain state and federal regulatory agency construction permits,
  - k) Designed hookups, and

## Attachment A – Project Narrative and Deliverables

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- l) Paid the cost of engineering specialties such as electrical; hydro-geological services; biologists; and heating, ventilation, and air conditioning (HVAC).
2. **RECIPIENT RESPONSIBILITIES:** The Recipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Narrative and Deliverables, and in doing so, the Recipient shall comply with all the terms and conditions of this Agreement. The Recipient shall agree to a written budget (“Project Detail Budget”), subject to the approval of DEO and in conformity with the current example attached hereto as Attachment B. The Project Detail Budget must identify the maximum reimbursement allowed for the Deliverables and Tasks described in Attachment A. The Recipient shall also agree to and shall timely perform the activities as specified within an Activity Work Plan, subject to the approval of DEO and in conformity with the current example attached hereto as Attachment C. The Project Budget Detail and the Activity Work Plan may be modified by the unilateral determination of DEO or by mutual consent of the Parties.
3. **DEO RESPONSIBILITIES:** DEO shall receive and review the Deliverables and, upon DEO’s acceptance of the Deliverables and receipt of the Recipient’s pertinent invoices in compliance with the invoice procedures of this Agreement, DEO shall process payment to the Recipient in accordance with the terms and conditions of this Agreement.

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## Attachment A – Project Narrative and Deliverables

4. **DELIVERABLES:** Recipient agrees to provide the following services as specified:

<b>Deliverable No. 1</b>	<b>Minimum Level of Service (to submit for request for payment)</b>	<b>Financial Consequences</b>
<p><b>Project Implementation</b> The Recipient shall complete eligible Project Implementation tasks as detailed in Section 1 of Attachment A – Project Narrative.</p>	<p>The Recipient shall be reimbursed upon completion of a minimum of one Project Implementation task on a per completed task basis as detailed in Section 1, Attachment A – Project Narrative. The Recipient’s completion of tasks shall be evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.</p>
<b>Deliverable No. 2</b>	<b>Minimum Level of Service (to submit for request for payment)</b>	<b>Financial Consequences</b>
<p><b>Engineering Services</b> The Recipient shall complete one eligible Engineering Services task as detailed in Section 1, Attachment A – Project Narrative.</p>	<p>The Recipient shall be reimbursed upon completion of a minimum of 10 percent (10%) of one Engineering Services task as detailed in Section 1, Attachment A – Project Narrative. The Recipient’s completion of tasks shall be evidenced by invoice(s) noting the percentage of the task(s) that have been completed.</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.</p>
<b>Deliverable No. 3</b>	<b>Minimum Level of Service (to submit for request for payment)</b>	<b>Financial Consequences</b>
<p><b>Construction</b> The Recipient shall complete Infrastructure Construction as detailed in Section 1 of Attachment A – Project Narrative.</p>	<p>Following a draw for mobilization*, the Recipient shall be reimbursed upon completion of a minimum of 10 percent (10%) of overall project as detailed in Section 1, Attachment A – Project Narrative. As evidence of percentage completed, the Recipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.</p> <p>* Mobilization refers to a contractor’s mobilization of equipment, materials and barriers to the work site(s).</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.</p>
<b>TOTAL AWARD NOT TO EXCEED \$700,000.00</b>		



## Attachment B – Project Detail Budget (Example)

**Recipient:** Village of Indiantown      **Modification Number:** N/A      **Contract Number:** 22DB-OP-10-53-02-N05

Activity		Accomplishments		Beneficiaries				Budget			
Activity #	Description	Unit	Number	VLI	LI	MI	All	CDBG Amount	Other Funds	Source*	Total Funds
<b>1. Project Implementation</b>											
<b>2. Engineering Services</b>											
<b>3. Construction</b>											
<b>Totals:</b>											

\* Show the sources and amounts of "Other Funds" needed to complete the project below, including local funds, grants from other agencies and program income.

Source	Other Funds Counted as Leverage	Other Funds Not Counted as Leverage
1.		
2.		
3.		
4.		
5.		



## Attachment D – Program and Special Conditions

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### Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
  - a. Within 120 calendar days of the subgrant award, the Recipient shall complete the following activities:
    - Request approval for all professional service contracts; and
    - Submit an initial payment request for administrative services, if applicable.
  - b. Within 180 calendar days of the subgrant award, the Recipient shall complete the following activities:
    - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to DEO for review; and
    - Request a wage decision(s) using DEO form SC-56 for applicable construction activities if points were received on the application for “Readiness to Proceed;”
  - c. The Recipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and DEO’s written acceptance of the plans and specifications if Recipient received points for “Readiness to Proceed” on its Application for Funding.
  - d. If the Recipient did not receive points for “Readiness to Proceed,” it must request a wage decision(s) using DEO form SC-56 at least 30 days before advertising for its construction procurement.
2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in Attachment B -Project Detailed Budget, Attachment A- Project Narrative and Deliverables, Recipient Responsibilities, and Attachment C - Activity Work Plan.
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Small Cities CDBG Application for Funding submitted to DEO, unless pre-agreement costs were approved in writing by DEO.
4. The Recipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with CDBG funds based on a minimum experience requirement. However, a firm’s experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the “responsibility” of a firm when determining the “low, responsive, responsible bidder” for services procured through bids, as required by 2 C.F.R. § 200.319(a).
5. CDBG procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Recipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
  - a. If the notice is published in a newspaper that is located in an Office of Management and Budget (OMB) designated metropolitan statistical area (MSA), only one responsible and responsive bid or proposal is needed to complete the procurement process. If the notice is not published in a newspaper that is located in an MSA, at least three responsible and responsive bids or proposals must be received by the Recipient to complete the procurement process;
  - b. A Recipient, whose newspaper of general circulation is not located in a MSA, may advertise in both a local newspaper and a newspaper in a nearby MSA. In this case, only one responsible and responsive bid or proposal would be needed to complete the procurement process;
  - c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening;



## Attachment D – Program and Special Conditions

- d. Nothing in subparagraphs a., b., or c., above shall preclude the Recipient from using additional media to solicit bids related to procurement of professional services and construction activities;
- e. Each public notice for procurement of CDBG professional services, except for application preparation, must identify either the CDBG funding cycle or the CDBG contract number. In the absence of any identifier, the procurement will be presumed to be for the CDBG funding cycle closest to the publication date of the notice;
- f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Recipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319(a); and
- g. Any RFP which includes more than one service shall provide the following:
  - Proposals may be submitted for one or more of the services;
  - Qualifications and proposals shall be separately stated for each service; and
  - Separate evaluations shall be done on the proposals for each service.

If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.
6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.
7. The Recipient is not required to publish a RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.
8. A Recipient whose application received “Readiness to Proceed” points may use the design engineer for services during construction if DEO determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included services during construction in the scope of work.
9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG funds must be shown separately so that the bid proposal identifies the CDBG activities and the amount of the contract to be reimbursed with CDBG funding.
10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Recipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Recipient can reject all bids if they exceed the available funds and republish the notice.
11. The Recipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG funds. Copies of the following procurement documents must be provided to DEO for review:
  - a. A copy of the Request for Proposals (RFP);
  - b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper;
  - c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
  - d. Documentation of all efforts to get MBE/WBE firms to submit proposals;
  - e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);



## Attachment D – Program and Special Conditions

- f. Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet;
- g. A copy of the cost analysis for administrative services procurements, or if multiple responses to the RFP were received, a copy of the price analysis;
- h. A copy of a cost analysis for all procurements of engineering services;
- i. A copy of the minutes from the commission/council meeting approving contract award;
- j. A copy of the proposed contract;
- k. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
- l. If a protest was filed, a copy of the protest and documentation of resolution;
- m. The Recipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds \$35,000. The Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Recipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Recipient has not obtained DEO's approval; and
- n. If a regional planning council or another local government is selected to administer subgrant activities, the Recipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Recipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG funds to pay for professional services.

- 12. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed \$5,000, and for Economic Development Grants, not to exceed \$8,000, the Recipient shall complete the following:
  - a. Submit for DEO's approval the documentation required in paragraph 11 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond \$5,000 [\$8,000 for Economic Development].
  - b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Recipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. **The Recipient shall not commit funds or begin construction before DEO has issued the "Authority to Use Grant Funds."**
  - c. The Recipient shall obtain approval from DEO prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(1)(a)-(l), F.A.C.
- 13. The Recipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.



## Attachment D – Program and Special Conditions

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If the Recipient undertakes any activity subject to the URA, the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Recipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

14. For Neighborhood Revitalization, Commercial Revitalization and Economic Development projects, the Recipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
  
15. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories for which CDBG funding will be requested, the Recipient shall submit the following procurement documents:
  - a. A copy of the bid advertisement, including an affidavit of publication;
  - b. Documentation of the Recipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
  - c. A copy of the bid tabulation sheet;
  - d. A copy of the engineer's recommendation to award;
  - e. A letter requesting sole source approval, if applicable;
  - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
  - g. Completed copies of the following forms for all prime contractors and subcontractors:
    - Form SC-51 – Bidding Information and Contractor Eligibility;
    - Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
    - Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
    - Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
    - Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
    - Form SC-54 (if applicable) – Documentation for Business Claiming Section 3 Status

## Attachment D – Program and Special Conditions

For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG funding will be requested, the Recipient shall submit the following procurement documents for all prime contractors and subcontractors:

- a. Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
  - b. Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
  - c. Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
  - d. Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).
16. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories, if a job classification needed to complete a construction activity is not included in the Davis-Bacon Act wage decision that was previously obtained from DEO, the Recipient shall request an additional classification using Form SC-57 - Employee/Employer Wage-Scale Agreement after the construction contract has been awarded.
17. For each Commercial Revitalization, Economic Development and Neighborhood Revitalization projects, when the Recipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
- a. Notice to Proceed;
  - b. The contractor's performance bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.88; and
  - c. The contractor's payment bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.88.
18. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b).
19. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Recipient's submission of the administrative closeout package for this Agreement, except for the following costs:
- Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
  - The CDBG portion of the cost of post-administrative closeout audits.
20. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five years.
21. The Recipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Recipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).



## Attachment D – Program and Special Conditions

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22. The Recipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.
23. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Recipient shall update and submit Form HUD 2880 to DEO within 30 calendar days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
  - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-funded activity; and
  - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
24. If required, the Recipient shall submit a final Form HUD 2880, to DEO with the Recipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
25. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Recipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S., and rule 73C-23.0051(7), F.A.C.
26. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
27. The Recipient shall take photographs of all activity locations from multiple angles prior to initiating any construction. As the construction progresses, additional photography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
28. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

## **Attachment D – Program and Special Conditions**

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29. If necessary, the Recipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

### **Special Conditions**

Prior to drawdown of federal funds and within 90 days after award, the Recipient shall adopt a Section 504/ADA Policy to include a Self Evaluation and Transition Plan (if applicable) which complies with program requirements. A copy of the policy must be submitted to DEO for review and acceptance.

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## Attachment E – Category Specific Conditions for Neighborhood Revitalization

1. The Recipient must meet a “National Objective” for each service area addressed with CDBG funds. If a National Objective is not met for a service area, all CDBG funds received for the activities conducted in that service area must be repaid.
2. If the Recipient installs water lines with CDBG funds for the purpose of fire protection, those lines shall only be converted to a potable water distribution system if the housing units of all low- and moderate-income families in the service area are hooked up to the potable water system at no cost to low- and moderate-income households. Hookups must be accomplished prior to or concurrent with conversion of the water lines to a potable water distribution system.
3. The Recipient is responsible for verifying and maintaining documentation that households receiving direct benefits, in the form of hookups to potable water and/or sewage collection lines, meet program requirements regarding the low- and moderate-income National Objective. The Recipient shall maintain homeowner files locally and at a minimum include the following:
  - a. The name of the owner, the address of the property, and family size;
  - b. The method and source documentation used to verify household income;
  - c. Documentation that the income of the household is below Section 8 income limits based on family size;
  - d. The method and source documentation used to verify home ownership; and
  - e. If rental property is involved, an acceptable five-year written agreement with the owner(s) related to affordability and subsequent rate increases.

The information must be maintained for review and verification during on-site monitoring visits.

4. The Recipient shall provide the following data in its Administrative Closeout Report for each CDBG-funded activity:
  - a. For activities which provide indirect benefits (e.g., road paving, water and sewer improvements, parks, fire protection), beneficiary data shall be provided for all residents of the households being served. For activities that provided direct benefits (e.g., utility hookups, housing rehabilitation, temporary relocation), beneficiary data shall be provided based solely on the head of household. The number of females and female heads of households, the number of handicapped persons, the number of elderly persons;
  - b. The number of moderate-income (MI), low-income (LI), and very low-income (VLI) beneficiaries proposed and actually served;
  - c. The name of each head of household, owner’s name (if different), and address of each housing unit hooked up to water or sewer service with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit; and
  - d. The racial demographics and ethnicity of the head of each household using the following descriptions:
 

1) White,	7) Asian and White,
2) African American,	8) African American and White,
3) Asian,	9) American Indian/Alaskan Native and African American, or
4) American Indian or Alaskan Native,	10) Other Multi-Racial; and
5) Native Hawaiian/Pacific Islander,	11) If the head of household is Hispanic
6) American Indian or Alaskan Native and White	



## **Attachment F – State and Federal Statutes, Regulations, and Policies**

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (<https://www.hudexchange.info/community-development/cdbg-memoranda/>);
9. Applicable HUD Community Planning and Development Notices (<https://www.hudexchange.info/manage-a-program/cpd-notices/>);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 300f, et seq.);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland “Anti-Kickback” Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247);
32. Clean Air Act (42 U.S.C. §§ 7401-7671q.), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and
33. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L. 114-261.



## Attachment G – Civil Rights Requirements

### Fair Housing

As a condition for the receipt of CDBG funds, each Recipient must certify that it will “affirmatively further fair housing” in its community. The Recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator’s contact information quarterly in a newspaper of general circulation in the Recipient’s jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Recipient can post the coordinator’s contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call:
  - a) The nature of the call,
  - b) The actions taken in response to the call,
  - c) The results of the actions taken, and
  - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The Recipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Recipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG project file and include information about the activities in the comment section of each quarterly report.

## **Attachment G – Civil Rights Requirements**

### **Equal Employment Opportunity**

As a condition for the receipt of CDBG funds, each Recipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
  - a) The nature of the call,
  - b) The actions taken in response to the call, and
  - c) The results of the actions taken;

Each Recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Recipient shall use this list to solicit companies to bid on CDBG-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

### **Section 504 and the Americans with Disabilities Act (ADA)**

As a condition for the receipt of CDBG funds, the Recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
  - a) Has a physical or mental impairment which substantially limits one or more major life activities;
  - b) Has a record of such an impairment; or
  - c) Is regarded as having such an impairment.
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the quarter on the home page of its website; and



## **Attachment G – Civil Rights Requirements**

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- 4) Establish a system to record the following for each Section 504/ADA call:
  - a) The nature of the call,
  - b) The actions taken in response to the call, and
  - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

### **Section 3 - Economic Opportunities for Low- and Very Low-Income Persons**

Each Recipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-funded projects in the community. The Recipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause is required to be included in all CDBG-funded contracts.



## Attachment G – Civil Rights Requirements

### *Section 3 Required Language*

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Contracts and subcontracts subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of Section 3.

### **Whistleblower Protection**

The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L 112-239, "National Defense Authorization Act for Fiscal Year 2013" and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.

## Attachment G – Civil Rights Requirements

### Civil Rights Regulations

As a condition for the receipt of CDBG funds, each Recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended –Economic Opportunities for low- and very low-income persons.

I hereby certify that the Village of Indiantown shall comply with all the provisions and Federal regulations listed in this attachment.

By:  Date: 10/29/2021

Name: Jacqueline Gary Clarke

Title: Mayor



## Attachment H – Reports

The following reports must be completed and submitted to DEO in the time frame indicated. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report**, Form SC-65, must be submitted to DEO 15 calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15. The quarterly report shall include: a summary of work performed during the reporting period; photographs taken to date; a percent of work completed for each task; a summary of expenditures since the effective date; and a summary of any issues or events occurring which affect the ability of the Recipient to meet the terms of this Agreement.
2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system at <https://deosera.my.salesforce.com/>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".
3. The **Administrative Closeout Report**, Form SC-62, must be submitted to DEO within 45 calendar days of the Agreement end date or within 45 days of the completion of all activities. The Recipient must provide all applicable information requested on the closeout report form. The Administrative Closeout Report cannot be submitted to DEO before the Recipient has submitted its Final Request for Funds.

Recipients of an Economic Development agreement shall not submit an administrative closeout package until the cost per job is less than \$10,000 or until one year after the date that all CDBG-funded activities were completed, whichever comes first.

The following documentation shall be provided with the Administrative Closeout Report:

- a. Certification that all project activities have been completed, inspected and approved by all parties prior to the subgrant end date and submission of the closeout report;
  - b. Documentation of any leverage expended after the last on-site monitoring visit;
  - c. Documentation of fair housing activities conducted after the last on-site monitoring visit;
  - d. Documentation that all citizen complaints related to the project have been resolved;
  - e. A list of the homes receiving direct benefit, if applicable; and,
  - f. Certification that each housing unit assisted was located within the Recipient's jurisdictional boundaries for Housing Rehabilitation subgrants.
  - g. For housing rehabilitation projects, documentation that all homeowners have signed forms stating that they have accepted the improvements.
  - h. Copies of all remaining pre-construction, construction and post-construction photographs of all CDBG-funded activities submitted as .jpeg or .tiff files not previously submitted with quarterly reports.
4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient's fiscal year.



## Attachment H – Reports

5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com) within 60 calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report** must be completed and submitted through DEO’s SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment, labor hours performed and other economic opportunities provided to persons and businesses that meet “Section 3” requirements.
7. **Requests for Funds** payment requests must be submitted in accordance with the timelines included on Attachment C - Activity Work Plan. DEO will not reimburse a payment request for less than \$5,000 unless it is the final payment request. Each payment request must include an invoice from the Recipient to DEO and copies of all invoices that the Recipient received from its consultants for services rendered and the documentation listed below. The invoices must document that the Recipient and each consultant/contractor met the Minimum Level of Service listed on the Deliverables page of Attachment A.

For each Commercial Revitalization, Economic Development and Neighborhood Revitalization payment request that includes reimbursement of construction costs, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. The Recipient shall, at a minimum, submit reimbursement requests upon completing 20, 40, 60, 80 and 100 percent of the project (or 25, 50, 75 and 100 percent of the project if so listed on Attachment C – Activity Work Plan).

For each Housing Rehabilitation payment request that includes construction costs, the Recipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable. For homes being rehabilitated and site-built demolition/replacement houses, the Recipient shall, at a minimum, request reimbursement upon completion of each 20 percent of the work. For demo/replacement involving a new mobile home, the Recipient shall request reimbursement as soon as the mobile home is installed and the invoice received.

If the Recipient needs to remit funds to DEO, including reimbursement of subgrant funds, program income or interest income paid with CDBG funds (collectively “reimbursements”), Recipient shall submit such reimbursements concurrently with a copy of the Return of Funds Form, SC-68.

8. All forms referenced herein are available online at [www.FloridaJobs.org/CDBGRecipientInfo](http://www.FloridaJobs.org/CDBGRecipientInfo) or upon request from the DEO grant manager for this Agreement.



## **Attachment I – Warranties and Representations**

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### **Financial Management**

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder. Recipient's financial management system shall include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each payment request. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

### **Competition**

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected if there is a sound, documented reason.

### **Codes of Conduct**

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (*See* 2 C.F.R. § 200.318(c)(1).)

### **Business Hours**

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

### **Licensing and Permitting**

All contractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.



## Attachment J – Audit Requirements

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The administration of resources awarded by DEO to the Recipient may be subject to audits and/or monitoring by DEO as described in this section.

### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements) and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### **AUDITS**

#### **PART I: FEDERALLY FUNDED**

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Recipient expends \$750,000 or more in federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.
3. If the Recipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).
4. Although 2 C.F.R. 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>



## Attachment J – Audit Requirements

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### PART II: STATE FUNDED

This part is applicable if the Recipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

### PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

### PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:
  - A. Department of Economic Opportunity  
Financial Monitoring and Accountability (FMA)  
The copy submitted to the FMA section should be sent via email to: [FMA-RWB@deo.myflorida.com](mailto:FMA-RWB@deo.myflorida.com)
  - B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>



## Attachment J – Audit Requirements

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2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
  - A. DEO at the following address:

Electronic copies: [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)
  - B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, FL 32399-1450

Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)
4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. 200 Subpart F, 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

### **PART V: RECORD RETENTION**

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that DEO closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

## Exhibit 1 to Attachment J – Funding Sources

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### Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

<b>Federal Awarding Agency:</b>	U.S. Department of Housing and Urban Development
<b>Federal Funds Obligated to Recipient:</b>	\$700,000
<b>Catalog of Federal Domestic Assistance Title:</b>	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
<b>Catalog of Federal Domestic Assistance Number:</b>	14.228
<b>Project Description:</b>	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Recipient's jurisdiction.
<i>This is not a research and development award.</i>	

### Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

#### Federal Program

1. The Recipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Recipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Recipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Recipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:** *N/A*

**Matching Resources for Federal Programs:** *N/A*

**Subject to Section 215.97, Florida Statutes:** *N/A*

**Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:**  
*N/A*

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Recipient.



## Attachment K – Audit Compliance Certification

*Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com).*

Recipient: Village of Indiantown

FEIN: 824567014

Recipient's Fiscal Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)?  Yes  No

If the above answer is yes, answer the following before proceeding to item 2.

Did the Recipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year?  Yes  No

**If yes, the Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO?  Yes  No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year?  Yes  No

**If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.**

**By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.**

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: October 10, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: ORDINANCE NO. 08-2024 -- AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, CREATING SECTION 139.3, "PUBLIC CAMPING OR SLEEPING ON ANY PUBLIC PROPERTY, PUBLIC BUILDING, OR PUBLIC RIGHT-OF-WAY PROHIBITED" OF THE VILLAGE OF INDIANTOWN TRANSITIONAL CODE OF ORDINANCES; PROHIBITING PUBLIC CAMPING AND SLEEPING ON ANY PUBLIC PROPERTY; PROVIDING FOR EXCEPTIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR FINDINGS AND INTENT; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

SUMMARY OF ITEM: This ordinance creates Section 139.3, "Public camping or sleeping on any public property, public building, or public right-of-way prohibited," of the Village of Indiantown Transitional Code of Ordinances, in order to comply with the newly enacted Section 125.0231, Florida Statutes.

On March 20, 2024, Governor Ron DeSantis signed House Bill 1365, which has been enacted as Chapter 2024-11, Laws of Florida, and creates Section 125.0231, Florida Statutes. The purpose of the law is to regulate public camping and public sleeping and is focused on Florida's homeless population, which is over 30,000 persons.

While enacting House Bill 1365, the Florida Legislature found that living unsheltered (meaning that a person's primary nighttime residence is a place not suitable for human habitation, such as sidewalks, vehicles, abandoned buildings or parks) can have significant impacts on a person's health and safety. The Florida Legislature further considered that jurisdictions that have placed restrictions on public camping have seen significant declines in the size of the homeless populations.

Section 125.0231, Florida Statutes, prohibits municipalities from authorizing any person to regularly engage in "public camping or sleeping" on any public property, public building, or public right-of-way ("public property") unless the county designates property for such purposes. The prohibition applies to residing overnight with or without a tent. It does not apply to residing overnight in a registered, insured motor vehicle which is parked in a lawful place, nor does it apply to camping for recreational purposes on property designated for such purposes.

The attached ordinance creates Section 139.3 to comply with Section 125.0231, Florida Statutes, by prohibiting lodging or residing on public property overnight,



either in a temporary outdoor habitation used as a dwelling or living space or without a tent or temporary shelter. It clarifies that “public camping or sleeping” does not include residing overnight in a registered, insured motor vehicle parked in a lawful place, or recreational camping in designated areas, again to achieve consistency with Section 125.0231, Florida Statutes. The attached ordinance authorizes code enforcement and law enforcement officers to enforce the ordinance with fines that increase for repeated offenses. It also authorizes law enforcement officers to issue a trespass warning or use other penalties available and applicable pursuant to Chapter 810, Florida Statutes.

FISCAL IMPACT STATEMENT: n/a

RECOMMENDATION: Staff recommends adoption of the ordinance on second and final reading.

PREPARED BY: Wade Vose, Village Attorney

DATE: 9/20/2024

ATTACHMENTS:

Description

VOI Ordinance 08-2024 - Public Camping and Sleeping rev 09-20-24

**VILLAGE OF INDIANTOWN, FLORIDA  
ORDINANCE NO. 08-2024**

**AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, CREATING SECTION 139.3, "PUBLIC CAMPING OR SLEEPING ON ANY PUBLIC PROPERTY, PUBLIC BUILDING, OR PUBLIC RIGHT-OF-WAY PROHIBITED" OF THE VILLAGE OF INDIANTOWN TRANSITIONAL CODE OF ORDINANCES; PROHIBITING PUBLIC CAMPING AND SLEEPING ON ANY PUBLIC PROPERTY; PROVIDING FOR EXCEPTIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR FINDINGS AND INTENT; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Indiantown, Florida is vested with home rule authority pursuant to Article VIII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes, to enact ordinances; and

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

**WHEREAS**, pursuant to Section 11(5) of Ch. 195-2017, Laws of Florida, the ordinances of Martin County, Florida, in place at the time of the passage of the aforementioned referendum serve as the transitional ordinances of the Village of Indiantown ("Transitional Code of Ordinances"), subject to modification by the Village Council pursuant to applicable Florida law; and

**WHEREAS**, on March 20, 2024, Governor Ron DeSantis signed House Bill 1365, which has been enacted as Chapter 2024-11, Laws of Florida, and creates Section 125.0231, Florida Statutes, the purpose of which is to regulate public camping and public sleeping and is focused on Florida's homeless population, which is over 30,000 persons; and

**WHEREAS**, while enacting House Bill 1365, the Florida Legislature considered evidence that approximately 50 percent of people experiencing homelessness in Florida were unsheltered, meaning their primary nighttime residence is a place not suitable for human habitation, such as sidewalks, vehicles, abandoned buildings or parks, and found that living unsheltered can have significant impacts on a person's health and safety; and

**WHEREAS**, the Village of Indiantown has a significant interest in providing a safe and pleasant environment and in eliminating public camping or sleeping on any public property, public building, or public right-of-way; and

**WHEREAS**, the Village Council finds it is in the best interests of the health, safety, welfare, and morals of the residents, business owners, visitors and the homeless population of the Village of Indiantown to enact this Ordinance to prohibit public camping and sleeping.

**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 legislative findings by the Village Council of the Village of Indiantown, and are otherwise fully incorporated herein, and upon codification of this Ordinance, such findings shall be codified under this section.

**SECTION 2. CREATION OF SECTION 139.3.** The Village of Indiantown hereby creates Section 139.3, “Public camping or sleeping on any public property, public building, or public right-of-way prohibited,” of Chapter 139, “PUBLIC LANDS”, of the Village of Indiantown Transitional Code of Ordinances to read as follows:

**Sec. 139.3 - Public camping or sleeping on any public property, public building, or public right-of-way prohibited.**

(a) Findings. The Village of Indiantown has a significant interest in providing a safe and pleasant environment for its citizens, business owners, visitors and its homeless population by eliminating public camping or sleeping on any public property, public building, or public right-of-way. Public camping or public sleeping in a public place not suitable for human habitation, such as a sidewalk, vehicle, abandoned building, or park can have significant impacts on a person’s health and safety. The Village of Indiantown Village Council hereby determines that this section fulfills an important Village purpose by ensuring the health, safety, welfare, quality of life, and aesthetics of the Village of Indiantown.

(b) Intent. The purpose and intent of this section is to recognize the constitutional right of persons to gather in any lawful manner or place

or time; however public sleeping and public camping constitutes a threat and danger to health, safety, security and welfare to the citizens, business owners, visitors, and the homeless population of the Village of Indiantown. The goal of this section is to ensure the foregoing constitutional rights while, through reasonable regulation, acting to protect citizens, business owners, visitors and the homeless population.

(c) Definition. The following definition is hereby adopted for this section:

(1) “Public camping or sleeping” means:

- a. Lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of personal belongings; or
- b. Lodging or residing overnight in an outdoor space without a tent or other temporary shelter.

(2) The term “public camping or sleeping” does not include:

- a. Lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be.
- b. Camping for recreational purposes on property designated for such purposes.

(d) Violations. All code enforcement and law enforcement officers in the Village are hereby authorized to enforce this section, as follows:

- (1) No person may engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds or any public right-of-way.
- (2) The penalty for the first violation shall be no less than a \$50 fine; the penalty for a second offense shall be no less than a \$100 fine; and the penalty for all subsequent violations shall be no less than a \$200 fine for each offense thereafter. A warning notice may be issued in lieu of fine if no prior violations have occurred. In addition to any penalty



mentioned herein, a law enforcement officer may issue a trespass warning, or any other penalty prescribed for a violation of any applicable section of Chapter 810, Florida Statutes.

(3) Nothing within this section precludes the Village from pursuing other remedies authorized in the Village of Indiantown Code of Ordinances or any civil or administrative remedies.

**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. CODIFICATION.** The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Village of Indiantown, and the sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 3 through 6 of this Ordinance shall not be codified. The codifier is granted liberal authority to codify the provisions of this Ordinance.

**SECTION 5. CONFLICTS.** All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

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

**PASSED** on first reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ADOPTED** on second reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Village of Indiantown, Florida

ATTEST:

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LaRhonda McBride  
Village Clerk

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Carmine Dipaolo  
Mayor

REVIEWED FOR FORM  
AND CORRECTNESS:

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Wade C. Vose, Esq.  
Village Attorney

**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: October 10, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: ORDINANCE NO. 09-2024 -- AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, AMENDING SECTION 3-5.7 "TEMPORARY USES AND SPECIAL EVENTS" OF THE VILLAGE OF INDIANTOWN LAND DEVELOPMENT REGULATIONS; CREATING SECTION 3-5.10 "SPECIAL EVENTS", OF THE VILLAGE OF INDIANTOWN LAND DEVELOPMENT REGULATIONS; PROVIDING FOR THE REVIEW AND ISSUANCE OF SPECIAL EVENT PERMITS BY THE VILLAGE MANAGER; PROVIDING FOR REGULATION OF SPECIAL EVENTS; PROVIDING FOR APPEAL PROCEDURES; PROVIDING DUTIES OF PERMITTEES; PROVIDING FOR REGULATION OF PUBLIC CONDUCT DURING SPECIAL EVENTS; PROVIDING DEFINITIONS; PROVIDING FOR CONFORMING REVISIONS; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

SUMMARY OF ITEM: This ordinance revises the Village's relevant LDR provisions relating to Special Events, and is the culmination of months of Council, PZAB, and public feedback, including but not limited to Council discussions held on April 25, 2024, May 23, 2024, and August 8, 2024, and PZAB discussions held on July 16, 2024, and September 5, 2024.

The ordinance separates the standards for special events into their own LDR section, and adds definitions for terms used within the new section. The ordinance vests all authority to issue special event permits in the Village Manager, eliminating the need for Village Council approval, and specifies that applications may be submitted up to 365 days prior to a proposed event.

At the recommendation of the PZAB, the ordinance provides for an entitlement to a pre-application meeting with Village staff designated by the Village Manager to discuss special event application and permit requirements, preliminarily review applications and related documentation for completeness, and discuss event logistics. The ordinance strongly encourages prospective applicants to utilize the pre-application meeting process at least 15 days prior to formal application submission in order to avoid the risk of application denial for noncompliance.

Based on Council and PZAB feedback, the ordinance provides for the exclusion of certain events and activities from the definition of "special event". The ordinance expressly excludes from the definition of special event:

-- Weddings, funerals, wakes, birthday parties, anniversary parties, graduation parties, and other similar events and activities generally not open to the public.

-- Events and activities, even if open to the public, that are held indoors, or within the licensed premises of a restaurant or bar, consistent with maximum occupancy and fire safety regulations.

-- Events and activities held solely on the property of a legally operating business establishment with attendance on an invitation basis.

-- Events and activities, even if open to the public, held solely on the property of a church, civic organization, or school.

-- Events and activities authorized by Martin County to be held at Timer Powers Park.

-- Rental of Village indoor facilities, rental of Village pavilions, and other activities for which the Village has otherwise issued a permit.

The ordinance provides a definition for a “major special event” to mean special events estimated to have 250 or more attendees. Related to this, the ordinance also revises the requirements and process related to law enforcement and fire rescue support. The ordinance clarifies that major special events only require law enforcement and/or fire rescue support if found to be advisable by the respective agencies, in staffing levels they specify. The ordinance does not require that the agencies be engaged prior to submitting a special event application (because such a requirement is not consistent with the Sheriff’s office’s current practice) but does require that a special event applicant submit with the application copies of emails with each agency advising them of dates, times, and parameters of the event, and requesting staffing at such levels as each agency determines. After special event permit approval, the applicant would thereafter promptly submit proof of engagement of the relevant agencies to the Village.

The ordinance requires the Village Manager to notify applicants of the decision on their permit application within five days of review. The Village Manager must also inform the Mayor, Village Council, and other officials when a special event permit is granted. The ordinance also includes an appeal process for denied applications. At the recommendation of PZAB, the ordinance provides for appeals of denials to the Village Council, with the appeal to be filed within three days after notice of the decision appealed.

The ordinance further specifies insurance requirements, and also includes an alternative to provide proof of application for liability insurance (rather than proof of a paid policy) upon permit application, with a requirement to submit proof of a paid policy within 3 days after special event permit approval.

FISCAL IMPACT STATEMENT: n/a

RECOMMENDATION: Staff recommends adoption of the Ordinance on second and final reading.



PREPARED BY: Wade Vose, Village Attorney

DATE: 9/20/2024

ATTACHMENTS:

Description

VOI Ordinance 09-2024 - Special Event Ordinance rev 09-20-24

**VILLAGE OF INDIANTOWN, FLORIDA  
ORDINANCE NO. 09-2024**

**AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, AMENDING SECTION 3-5.7 “TEMPORARY USES AND SPECIAL EVENTS” OF THE VILLAGE OF INDIANTOWN LAND DEVELOPMENT REGULATIONS; CREATING SECTION 3-5.10 “SPECIAL EVENTS”, OF THE VILLAGE OF INDIANTOWN LAND DEVELOPMENT REGULATIONS; PROVIDING FOR THE REVIEW AND ISSUANCE OF SPECIAL EVENT PERMITS BY THE VILLAGE MANAGER; PROVIDING FOR REGULATION OF SPECIAL EVENTS; PROVIDING FOR APPEAL PROCEDURES; PROVIDING DUTIES OF PERMITTEES; PROVIDING FOR REGULATION OF PUBLIC CONDUCT DURING SPECIAL EVENTS; PROVIDING DEFINITIONS; PROVIDING FOR CONFORMING REVISIONS; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Indiantown, Florida is vested with home rule authority pursuant to Article VIII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes, to enact ordinances; and

**WHEREAS**, the Village of Indiantown Land Development Regulations, Section 3-5.7, “Temporary Uses and Special Events”, establishes certain requirements and restrictions for special events, provides for an application and approval process for special event permits, and mandates Village Council approval at a public hearing for certain special events; and

**WHEREAS**, in furtherance of promoting the public’s best interest and welfare, the Village Council of the Village of Indiantown deems it appropriate to amend its Land Development Regulations to authorize the Village Manager to review and issue special event permits, to supplement the special event permit application and review standards, to provide for an appeal process, and to clarify the duties of the special event permit holders and the public during special events.

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

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

**SECTION 1. RECITALS.** The above recitals and “Whereas” clauses are hereby included as legislative findings by the Village Council of the Village of Indiantown, and are otherwise fully incorporated herein, and upon codification of this Ordinance, such findings shall be codified under this section.

**SECTION 2. AMENDMENT.** The Village of Indiantown hereby amends Section 3-5.7, creates Section 3-5.10, and amends Section 12-21 of the Village of Indiantown Land Development Regulations to read as set forth in Exhibit “A,” attached hereto and incorporated herein by reference.

**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. CODIFICATION.** The provisions of this Ordinance shall become and be made a part of the Land Development Regulations of the Village of Indiantown, and the sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that sections other than Section 2 of this Ordinance shall not be codified. The codifier is granted liberal authority to codify the provisions of this Ordinance.

**SECTION 5. CONFLICTS.** All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

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

**PASSED** on first reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ADOPTED** on second reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Village of Indiantown, Florida

ATTEST:

\_\_\_\_\_  
Carmine Dipaolo  
Mayor

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

REVIEWED FOR FORM  
AND CORRECTNESS:

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



EXHIBIT "A"

**Sec. 3-5.7. – Temporary Uses, and Special Events.**

\*\*\*

~~(2) Special Events. [The entirety of Section 3-5.7(2) "Special Events" is hereby deleted and relocated, as amended, to Section 3-7.10, created herein.]~~

\*\*\*

**Sec. 3-5.10. – Special Events.**

(2) Special Events:

~~———— (a) A special event permit must be obtained for the following uses in compliance with these requirements:~~

(1) Definitions. For the purpose of this Section, the following terms, phrases, words, and their derivatives shall have the meaning listed below. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

Block party. An organized residential neighborhood gathering on a public right-of-way (street, sidewalk, alley) that is confined to a designated area.

Major Special Event. A special event estimated to have 250 or more attendees, or a special event that includes road closures or right of way usage. While the applicant must provide an estimate of the number of attendees, final determination of the estimated number of attendees shall be made by the Village Manager based on all available information.

Organized competitive event. Any planned race, walk, or event, whether human powered or otherwise, that involves a contest of skill(s) and/or strength, including but not limited to triathalons and running, walking, or bicycling events.

Parade. Any march, assembly, run, or walk, (except funeral processions) of any kind within the Village in or upon any street used for vehicular traffic, which does not comply with normal and usual traffic regulations and controls.

Person. Any person, firm, partnership, association, corporation, company, group, or organization of any kind.

Procession. Any organized body of people walking in a formal or ceremonial manner within the Village in or upon any street used for vehicular traffic, which does not comply with normal and usual traffic regulations and controls.

Right-of-way. Any street, alley, sidewalk, or portion of land set aside for public use, vehicular or pedestrian travel, which is either owned by, or dedicated to, a governmental agency by deed or plat and/or is intended or designated for public use.

Road festival. An organized public gathering on a public right-of-way (street, sidewalk and alley) on a specified date and confined to a designated area, that requires an admission fee to enter and participate. A road festival is distinguished from a block party in that there is an admission to enter and participate in the event.

Special Event. An entertainment, sporting, cultural, business or other type of unique activity or event open to the public that may substantially inhibit the usual flow of pedestrian or vehicular traffic, or which deviates from the established use of the place or building. Ticketed events and events that charge an admission fee are included among events open to the public. Special events include, but are not limited to, the following uses:

1. (a) Air shows;
2. (b) Art shows;
- (c) Block parties;
3. (d) Parades;
- (e) Processions;

4. (f) Carnivals;
5. (g) Concerts;
6. (h) Festivals;
7. (i) Fireworks;
8. (j) Musical presentations;
9. ~~Running, walking, or bicycling events;~~
10. ~~Triathalons;~~
- (k) Road Festivals;
- (l) Organized Competitive Events; and
11. (m) Other events of a similar nature that require similar event requiring off-site parking, street closures, sound amplification or use of Village personnel or public property, or extended events and sales beyond the time limits provided under a temporary use permit.

Excluded from the definition of special event are the following:

- (a) Weddings, funerals, wakes, birthday parties, anniversary parties, graduation parties, and other similar events and activities generally not open to the public.
- (b) Events and activities, even if open to the public, that are held indoors, or within the licensed premises of a restaurant or bar, consistent with maximum occupancy and fire safety regulations.
- (c) Events and activities held solely on the property of a legally operating business establishment with attendance on an invitation basis.

- (d) Events and activities, even if open to the public, held solely on the property of a church, civic organization, or school.
- (e) Events and activities authorized by Martin County to be held at Timer Powers Park.
- (f) Rental of Village indoor facilities, rental of Village pavilions, and other activities for which the Village has otherwise issued a permit.

*Special Event Permit.* A permit as required by this section.

*Village.* The Village of Indiantown Florida.

*Village Manager.* The Village Manager or his or her designee, for the Village of Indiantown, Florida.

- (2) Authority. A special event permit must be obtained for all special events in compliance with these requirements. The Village Manager is authorized and empowered to issue special event permits, including but not limited to special event permits for the temporary complete or partial closure of roads, alleys, sidewalks or any other public ways or public property used for vehicular or pedestrian traffic, parking or other public use in a manner consistent with regulations and conditions set forth in this section. Any special event, as defined herein, that is held or conducted without a special event permit shall be unlawful.
- (3) Pre-Application Meeting. Prospective applicants shall be entitled to a pre-application meeting with Village staff designated by the Village Manager to discuss special event application and permit requirements, preliminarily review applications and related documentation for completeness, and discuss event logistics. Prospective applicants are strongly encouraged to utilize the pre-application meeting process at least 15 days prior to formal application submission in order to avoid the risk of application denial for noncompliance.
- (4) Permit Application.
  - (a) ~~(b)~~ Application for a special event permit must be submitted to the Village no later than 30 60 days prior to the proposed event. This may be waived upon a showing of good cause. Applications may be submitted up to 365



days prior to the proposed event. The application shall include the following items, information, and documentation:

1. A completed application on a form promulgated ~~provided~~ by the Village, providing information concerning alcoholic beverages, food, music, private security services, clean up and sanitation, electrical usage, tents, canopies, booths, stages, amusement rides, bounce houses, sales items, fireworks, and such other information specified on the promulgated application form;
2. Payment of the required fee;
3. A plan showing the proposed layout of the event site including tents, sanitation, parking and any other important features of the event and any proposed off-site facilities;
4. An estimate of the number of attendees;
5. The location of any amplified music and proposed sound levels;
6. The timeline for the event, including the proposed date or dates when the event is to be conducted, and the proposed hours when the event will start and conclude;
7. Any roadways or sidewalks that will need to be closed; ~~and~~
8. A sign permit application and fee, if a banner is proposed;
9. The name, address, and telephone number of the person seeking to conduct the event;
10. If the event is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization, and of the authorized and responsible heads of such organizing body shall be included;
11. If the event is designed to be held by, for, or on behalf of, any person other than the applicant, the applicant shall file with the Village Manager a communication in writing from the person proposing to

hold the event, authorizing the applicant to apply for the permit on his behalf;

12. The name, address, and telephone number of the person(s) who will be responsible for the conduct of the event;

13. If road closures are necessary or if the event has an expected attendance of 500 or more people, a Maintenance of Traffic Plan (MOT);

14. If the event is to be held on Village property (including right-of-ways), proof of comprehensive liability insurance satisfactory to the Village, naming the Village as an Additional Insured. Alternatively, applicant may submit proof of a completed application for such comprehensive liability insurance submitted to a Florida licensed insurance broker, and thereafter applicant shall provide the required proof of comprehensive liability insurance to the Village within 3 days after approval of a Special Event Permit.

15. For parades/processions or organized competitive events:

a. The type of entrants involved (floats, marching groups, and the like);

b. The proposed route to be traveled, the starting point, termination point, and direction of travel and/or the segment of the right-of-way proposed to be utilized for the event;

c. The location of any assembly and disbursement area; and

d. The time at which the units or participants in the event will begin to assemble at an assembly point.

(b) Signature. The person applying for a permit shall agree in writing to abide by all provisions of this section and shall sign said agreement. If the person applying is an entity rather than an individual, the above signature shall be supplied by a duly authorized representative of such entity.

(c) Law Enforcement and Fire Rescue Support. If found to be advisable by the respective agencies, a Major Special Event shall require law enforcement

and/or fire/EMS support, with the required staffing levels determined by each agency. The applicant shall pay directly for the costs of all required personnel and services provided by each agency. For each Major Special Event, the applicant shall contact the Martin County Sheriff's Office (Sheriff) and Martin County Fire Rescue Department (EMS) separately at least 35 days prior to the date of the proposed event to advise them of the need for services, schedule inspections, and discuss the security plan for the event. Applicant shall submit with the special event permit application copies of emails or other written communications with each agency advising them of dates, times, and parameters of the event, and requesting staffing at such levels as each agency determines. After special event permit approval, Applicant shall promptly submit to the Village proof of engagement of the required level of staffing from each applicable agency.

(4) Regulation of time, place and manner of special events. The following time, place, and manner regulations are to apply to all special events held within the Village of Indiantown:

(a) Parades/processions or organized competitive events shall take place within the routes designated in the approved special event permit.

(b) Animals or animal drawn vehicles shall only be permitted within a parade/procession if they are trained for utilization in crowded situations and are cleaned up after.

(c) There shall be no more than one special event at a given location on any given day, with priority for any particular day to be granted to the first person to submit a completed application request designating that day.

(5) Review and Issuance of Permit.

(a) The Village Manager shall consult with other Village department directors in the review of the completed permit application. The department directors shall include, but not be limited to:

1. Parks and Recreation Director;
2. Public Works Director; and
3. Planning and Economic Development Director.

(b) In the review of permit applications for Major Special Events, the Village Manager shall also consult with the Martin County Sheriff's Department and the Martin County Fire Department.

(c) Nothing herein shall preclude picketing or demonstrations on public streets, sidewalks or within the parks of the Village, which is otherwise permitted by state and federal law, so long as the picketing or demonstration otherwise complies with all Village ordinances and the picketers or demonstrators are situated in a manner so as not to obstruct, impede, or hinder with the orderly movement of pedestrian or vehicular traffic.

(d) ~~(e)~~ Each application will be reviewed and approved, with or without conditions, or denied by the ~~Director~~ Village Manager based on the following criteria:

1. All required information is set forth on the permit application form and is in accordance with all provisions set forth in this section. Providing false or misleading information may constitute grounds for denial.
2. Sufficient Village support personnel are available to assist in the conduct of the event.
3. Adequate support facilities are available for the event ~~with the support facilities~~ including, but not ~~being~~ limited to, parking, refuse collection, sanitation, lighting, and security.
4. No conflict exists with the requested event and other approved and previously scheduled events.
5. The event will not result in the over-utilization of Village facilities.
6. No outstanding balances are due the Village for assistance from previous activities from the applicant.
7. Proposed music or sound is at an acceptable level as specified in the Code of Ordinances.



8. Crowd size has been determined to be a manageable size for the proposed event and site.
9. The event is generally compatible with the character of the Village.
10. The applicant complied with terms and conditions of any previously granted permits.
11. The concentration of persons and vehicles at assembly points of the event will not interfere with the proper police and fire protection of, or ambulance service to, areas contiguous to such assembly areas.
12. The conduct of such event will not interfere with the movement of emergency medical services equipment in route to an emergency.

~~(d) Village Council approval at a public hearing is required for any event which necessitates street closings, off site parking, amplified entertainment, Village co-sponsorship, crowd attendance in excess of 1,500 or fireworks display.~~

(6) Notice of Action on Application. The Village Manager shall take action on an application for a Special Event Permit within ten days after the filing thereof and shall notify the applicant of the approval, with or without conditions, or denial of the application within five days. If the application is denied, a written notice stating the reasons for denial shall be sent to the applicant, and made available by the Village for inspection, within the five-day period specified above.

(7) Appeal Procedure and Review. Any applicant aggrieved by a permit condition or denial of a permit shall have the right to appeal the decision to the Village Council. The appeal shall be filed within three days after notice of the decision. The appeal shall be placed on the next available regular council meeting agenda in accordance with the Village's regular agenda publication schedule. The Village Council shall thereafter sustain or modify the action on the application for Special Event Permit in accordance with the standards of this section.

(8) Notice to Village and Other Officials. Immediately upon the issuance of a special event permit, the Village Manager shall send a copy to the:

(a) Mayor and Village Council;

(b) Village Clerk;

(c) Parks and Recreation Director;

(d) Public Works Director;

(e) Planning and Economic Development Director;

(f) Martin County Sheriff's Department; and

(g) Martin County Fire Department.

(9) Duties and Responsibilities of Permittee.

(a) The permittee hereunder shall comply with all provisions of this chapter, all permit directions and conditions and with all applicable laws and ordinances.

(b) The permittee shall provide all barricades for street closures, bathroom facilities, and trash receptacles for the special event.

(c) The permittee shall clean up and restore the event site to its previous state after the conclusion of the event.

(d) Permittee shall directly pay all law enforcement and rescue personnel required as set forth in Section 3-5.10(3)(c) above.

(10) Insurance Requirements. The Village reserves the right to require the applicant/permittee to provide indemnification and insurance in a form and amount acceptable to the Village Attorney to protect the Village for any event using public property.

(11) (e) Signage. 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.

(12) Public Conduct During Special Events.

(a) Interference. No person shall unreasonably hamper, obstruct or impede, or interfere with any special event assembly or with any participants in a special event.

(b) Driving through Special Events. No vehicle shall be driven between participants in a special event with the exception of authorized emergency vehicles.

(c) Parking on Special Event Route. The Village Manager shall have the authority to prohibit or restrict the parking of vehicles along a highway or part thereof constituting any part of a special event road closure or route. The Village may post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof.

(13) (f) Public Parking. Where the Village Manager finds that an event restricts access to public parking or generates the need for additional parking, ~~Village Council~~ the Village Manager may allow the owners of properties, within 0.5 miles of the event, to charge for parking on their private property subject to the following limitations:

(a) Signage shall be limited to one sign, not exceeding six square feet, at the entrance to the parking lot for the duration of the event.

(b) The property owner cannot charge for or block parking in the right-of-way.

(c) The property owner assumes all liability for parking on their private property.

(d) Parking must be available, at no charge during the event, for employees or patrons of the businesses or establishments that are on the property or have a legal right to use the private parking on the property.

- (e) A permit shall be obtained from the Village for each property that chooses to charge for parking. The permit shall authorize the property owner to charge for parking during approved events when the subject property is within 0.5 miles of the limits of the event site. The permit shall be made available for review in a conspicuous place on-site during the event for inspection by enforcement officials.
- (f) The approval to charge for parking during events is limited as above and shall not be considered a vested right. The Village reserves the right to discontinue this allowance at any time and to enforce against property owners that do not comply with the LDRs.

(14) ~~(g)~~ Revocation of Permit. Each special event permit shall be valid for a specific period of time and for a specific purpose as indicated therein. ~~on each permit application form.~~ If the permittee applicant fails to fulfill the requirements as set forth in the permit, or if at any time the event does not comply with the specific terms and conditions of the permit and specifications approved by the Village Manager, including but not limited to time and activities, or if the Village Manager otherwise deems it necessary in the interest of the health, safety, and welfare of the Village residents and property owners, the permit may be revoked by the Village Manager, or designee, and the activity shall cease immediately.

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### **Sec. 12-21. - Temporary uses and special events.**

Chapter 3, section 3-5.7, defines the process for review and acceptance of temporary use ~~and special event~~ applications. Chapter 3, section 3-5.10, defines the process for review and acceptance of special event applications.



**VILLAGE OF INDIANTOWN, FLORIDA  
AGENDA MEMORANDUM**

MEETING DATE: October 10, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Filling the Vacant Village Council Seat 5 Upon Councilwoman Susan Gibbs Thomas' Resignation

SUMMARY OF ITEM: Vice-Mayor Angelina Perez has requested an item for the Village Council to discuss filling the vacant Council seat 5 when Councilwoman Susan Gibbs Thomas resigns, which is October 31, 2024.

The Village Charter, section 7(2)(c)(1) states 'A vacancy on the council shall be filled by a majority vote of the remaining members of the council for a period of time until the next election, when a council member shall be elected for the remainder of the term vacated. If more than 6 months remain in the unexpired term and a majority of the remaining council members cannot reach a decision within 60 days after the vacancy occurs, the vacancy shall be filled by a special election.' The charter also requires each candidate to have resided in the Village for at least one year before qualifying for office.

The main concern is timing, with the 60-day window to fill the position, falling at a time when the holidays will be limiting Council meetings, possible Council members availability, and staff availability.

In conversations with other Council members, there seems to be some interest among a few individuals to be considered for appointment to the Council. Upon researching the situation throughout Florida when a vacancy occurs outside of an election cycle, other municipalities have solicited interested individuals to either 'apply' for the Council seat or provide a letter of interest. Some municipalities have asked candidates to answer questions relative to the municipality and their desire to run for the Council. Some municipalities have asked interested candidates to submit the elected official disclosure form with their other information. Council may also want to include the individual's availability, do they work full-time, would they have flexibility to be on other assigned boards and committees?

Questions posed to interested individuals by other municipalities included subjects that related to personal integrity and values, policy and legislative plans, Socio-economic issues, environmental and sustainability, public health and safety and education and youth development to name a few but is at the discretion of the Council. The Village Manager has included some of the questions that other municipalities have utilized and the most recent questions candidates for the Martin County Commission were asked by the Martin County's Taxpayer Association. Other questions to consider would be those that are asked by Village constituents when candidates are campaigning for election.

In an effort to have the Council make a decision within the 60-day timeframe, staff would recommend the solicitation for interested individuals wanting to be considered for appointment to the vacant Village Council Seat 5 should be received by the Village Clerk by October 31, 2024. This will allow staff time to place an item on November 14, 2024, with the information of the candidates that responded, their information the Council determines they would like for them to submit, and then the Council could make a final determination at their December 12, 2024, meeting. This will allow ample time for the Councilmembers to have dialogue with each of the candidates prior to voting on the matter.

Having the seat remain vacant for the month of November, should not be an issue.

FISCAL IMPACT STATEMENT: None.

RECOMMENDATION: The Village Council discuss and provide direction to staff.

PREPARED BY: Taryn G. Kryzda, Village Manager

DATE: 9/18/2024

ATTACHMENTS:

Description

questions for consideration for council candidates

Questions Posed by Martin County Taxpayers Association to Martin County Commissioner Candidates (modified to be Village relevant, leaving off one that could not be modified to pertain to the Village):

1. Why should you be considered by the voters for a seat on the County Commission?
2. Looking ahead, what do you consider the three main issues the Village is facing?
3. How do you propose to deal with each of the issues raised in question 2?
4. If you could change one policy, department or priority, what would you propose changing?

Questions other municipalities have utilized for filling of elected official vacancies:

1. Why should you be considered to fill the vacant elected official seat?
2. What are your top three priorities for the Village?
3. What core values do you believe are essential for a political leader?
4. How do you handle criticism or opposing viewpoints?
5. How do you ensure your political biases do not affect your political decisions?
6. What role does empathy play in your decision-making process?
7. What legislative priorities would you focus on during your term?
8. How do you plan to address economic disparities within our community?
9. How will you address the challenges faced by rural communities in terms of economic development?