VILLAGE OF INDIANTOWN
AGENDA
REGULAR VILLAGE COUNCIL MEETING

November 14, 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
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 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

APPROVAL OF AGENDA

CONSENT AGENDA

1. Proposed 2025 Council Meeting Dates
2. Authorize the adoption of the CIS Critical Security Controls Cybersecurity Framework from The Center for Internet Security; authorize the Virtual Chief Technology Officer (Tom Craig of Advanced Systems Solutions) to complete the Local Governance Cybersecurity Standards Attestation Form via the Florida Digital Service online portal before the January 1, 2025, deadline to affirm that required standards have been adopted.

ADDITIONS, DELETIONS, PULLED ITEMS OR OTHER MODIFICATIONS

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS

3. Proclamation for National Farm City Week

PUBLIC COMMENT (3 MINUTES EACH)

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

COMMENTS BY VILLAGE COUNCIL MEMBERS

COMMITTEE REPORTS

COMMENTS BY VILLAGE MANAGER

REGULAR AGENDA

4. Nominations for Vacant Village Council Seat 5

5. Approval to Piggyback on City of Stuart's Compensation and Classification Study Agreement with Paypoint HR, LLC
6. Appointments to the Park and Recreation Advisory Board
7. Approval to Purchase (3) Vehicles from Garber Chevrolet GMC Inc.
8. Approval of Contract with Palmera Enterprises, LLC. for Canal and Swale maintenance on Village owned property.
9. Approval of Payment to Cyber Electric of Central FL. Inc. for Emergency repairs to the Water Treatment Plant , Wastewater Treatment Plant and Lift Stations.
10. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING SPECIFIED CORRECTED UTILITY RATES FOR FISCAL YEAR 2024-2025; AND PROVIDING FOR FINDINGS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

FIRST READING ORDINANCES

11. ORDINANCE NO. 010-2024 - AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, AMENDING THE VILLAGE OF INDIANTOWN'S TRANSITIONAL CODE OF ORDINANCES TO REPEAL SPECIFIED CHAPTERS THAT HAVE BEEN RENUMBERED, NO LONGER EXIST, OR RELATE EXCLUSIVELY TO COUNTY FUNCTIONS OR PROGRAMS; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
12. ORDINANCE NO. 011-2024 - AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, TRANSFERRING THE PROVISIONS OF CHAPTER 1, ARTICLE 4 “CODE ENFORCEMENT BOARD” OF THE VILLAGE OF INDIANTOWN TRANSITIONAL CODE OF ORDINANCES TO, AND CREATING, CHAPTER 2 “CODE ENFORCEMENT” OF THE VILLAGE OF INDIANTOWN CODE OF ORDINANCES; AMENDING SUCH PROVISIONS TO CONFORM THEM TO THE VILLAGE AND ITS OFFICIALS, DEPARTMENTS, AND STAFF; PROVIDING FOR THE ISSUANCE OF CODE ENFORCEMENT CITATIONS BY VILLAGE CODE INSPECTORS; ESTABLISHING A SCHEDULE OF FINES APPLICABLE TO CITATIONS; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

DISCUSSION ITEMS

ANNOUNCEMENTS

NEXT REGULAR MEETING

ADJOURNMENT

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETING DATE: November 14, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Proposed 2025 Council Meeting Dates

SUMMARY OF ITEM: Proposed 2025 Council Meeting Dates

FISCAL IMPACT STATEMENT: N/A

RECOMMENDATION: Proposed 2025 Council Meeting Dates

PREPARED BY: LaRhonda McBride, Village Clerk DATE: 10/30/2024

ATTACHMENTS:

Description

PROPOSED 2025MEETING

2025 COUNCIL MEETING SCHEDULE

January

January 9, 2025

January 23, 2025

February

February 13, 2025

February 27, 2025

March

March 13, 2025

March 27, 2025

April

April 10, 2025

April 24, 2025

May

May 8, 2025

May 22, 2025

June

June 12, 2025

June 26, 2025

July

July 10, 2025

July 24, 2025

August

August 14, 2025

August 28, 2025

September

September 11, 2025

September 25, 2025

October

October 9, 2025

October 23, 2025

November

November 13, 2025

November 20, 2025

December

December 11, 2025

FUTURE SCHEDULED MEETINGS & EVENTS

- Quarterly Joint Meeting Friday, March 7, 2025 (Chair: School Board): Blake Library
- Quarterly Joint Meeting Thursday, July 31, 2025 (Chair: County): Blake Library
- Florida League of Cities Annual Conference August 14-16, 2025: Signa by Hilton Orlando Bonnet Creek
- Quarterly Joint Meeting Friday October 3, 2025 (Chair: Indiantown): Blake Library

Village Council Meetings are held on the 2nd and 4th Thursday of every month in the Village Hall Council Chambers at:
15516 SW OSCEOLA STREET, SUITE C
INDIANTOWN, FLORIDA 34956

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETING DATE: November 14, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Authorize the adoption of the CIS Critical Security Controls Cybersecurity Framework from The Center for Internet Security; authorize the Virtual Chief Technology Officer (Tom Craig of Advanced Systems Solutions) to complete the Local Governance Cybersecurity Standards Attestation Form via the Florida Digital Service online portal before the January 1, 2025, deadline to affirm that required standards have been adopted.

SUMMARY OF ITEM: Florida Statute 282.3185 (4) Cybersecurity Standards states:

(a) Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework.

(b) Each county with a population of 75,000 or more must adopt the cybersecurity standards required by this subsection by January 1, 2024. Each county with a population of less than 75,000 must adopt the cybersecurity standards required by this subsection by January 1, 2025.

(c) Each municipality with a population of 25,000 or more must adopt the cybersecurity standards required by this subsection by January 1, 2024. Each municipality with a population of less than 25,000 must adopt the cybersecurity standards required by this subsection by January 1, 2025.

(d) Each local government shall notify the Florida Digital Service of its compliance with this subsection as soon as possible.

FISCAL IMPACT STATEMENT: N/A

RECOMMENDATION: Approve the adoption of the CIS Critical Security Controls Cybersecurity Framework from The Center for Internet Security and authorize the Virtual Chief Technology Officer to complete the Local Governance Cybersecurity Standards Attestation Form via the Florida Digital Service online portal before the January 1, 2025, deadline to affirm that required standards have been adopted.

PREPARED BY: Michael Florio, Financial Services Director DATE: 11/8/2024

ATTACHMENTS:

Description

CIS Details

ASSI suggests using the Center for Internet Security (CIS) Critical Security Controls Version 8 rather than NIST. The CIS documentation is already set in an easy-to-complete format.

The main difference between CIS and NIST Cybersecurity Framework is that CIS provides cybersecurity best practices and benchmarks, while NIST develops comprehensive standards and guidelines for various areas, including cybersecurity.

Whereas the NIST Cybersecurity Framework is less specific, CIS Controls are more prescriptive and may be easier to implement due to specific, detailed guidance.

Step 1. Complete the Local Governance Cybersecurity Standards Attestation Form via the Florida Digital Service online portal before the January 1, 2025 deadline, to affirm that the required standards have been adopted.
Step 2. Implement CIS Controls.

CIS Controls

1. Establish and maintain an accurate, detailed, and up-to-date inventory of all enterprise assets.
   Description - Physical Inventory
2. Establish and maintain a detailed inventory of all licensed software installed on enterprise assets.
   Description - Software Inventory
3. Establish and maintain a data management process.
   Description - Access Control Lists
4. Establish and maintain a secure configuration process for enterprise assets (end-user devices, including portable and mobile, non-computing/IoT devices, and servers) and software (operating systems and applications)
   Description - Screen Timeout, Disable Default Accounts
5. Establish and maintain an inventory of all accounts managed in the enterprise.
   Description - Password Policy: Delete Dormant Accounts.
6. Establish and follow a process, preferably automated, for granting access to enterprise assets upon new hire, rights grant, or user role change.
   Description - INCLUDES MFA.
7. Establish and maintain a documented vulnerability management process for enterprise assets.
   Description - Updates

8. Establish and maintain an audit log management process that defines the enterprise's logging requirements. At a minimum, address the collection, review, and retention of audit logs for enterprise assets.
   Description - Security Information and Event Management (SIEM) Solution.
9. Improve protections and detections of threats from email and web vectors.
   Description - Browsers and Email Clients are up to date. **Use DNS Filtering Services**
10. **Description - Use Anti-Malware software. Disable Autorun and Autoplay.**
11. Establish and maintain data recovery practices.
    Description - Backups.
12. Establish and maintain a secure network architecture. A secure network architecture must address segmentation, least privilege, and availability at a minimum.
    Description - Wi-Fi and VPN.
13. Operate processes and tooling to establish and maintain comprehensive network monitoring.
    Description - Network Intrusion Detection System (NIDS).
14. Security Awareness and Skills Training
    Description - Develop Training Schedule
15. Develop a process to evaluate service providers who hold sensitive data or are responsible for an enterprise's critical IT platforms.
    Description - Maintain Copies of Vendor Compliance
16. Manage the security life cycle.
    Description - Ensure that all Software is Updated.
17. Establish a program to develop and maintain an incident response capability (e.g., policies, plans, procedures, defined roles, training, and communications) to prepare, detect, and quickly respond to an attack.
    Description – Perform a Roundtable Discussion of Recovery Options for Random Disaster Situations.
18. Penetration Testing
    Description - External Scans at a Minimum.

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETING DATE: November 14, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Proclamation for National Farm City Week

SUMMARY OF ITEM: The Nation gives recognition to the efforts and accomplishments of American agriculture in achieving and maintaining our excellent standard of living—the highest in the world

FISCAL IMPACT STATEMENT: N/A

RECOMMENDATION: For informational purposes only

PREPARED BY: Renae Cherry DATE: 9/20/2024

ATTACHMENTS:

Description

Proclamation for National Farm City Week

Proclamation

NATIONAL FARM CITY WEEK
NOVEMBER 27 – DECEMBER 4, 2024

WHEREAS, our Nation's farm and ranch families supply many of the basic necessities of our daily life. They manage a large portion of our country's fertile land base, and they are caretakers of our valuable natural resources and diverse ecosystems. Their connections with urban and suburban communities are critical to our economy and to the nourishment of our people; and

WHEREAS, American farmers and ranchers are proud to grow the food, feed, fuel, and fiber that enhance our prosperity, and remain steadfast stewards of the land they love and who ensure that farming is maintained as an economically, socially, and environmentally sustainable way of life for future generations; and

WHEREAS, during National Farm-City Week, we express gratitude for the contributions of our Nation's farmers and ranchers, and we rededicate ourselves to providing all Americans with access to healthy food, and thus, a healthy future.

NOW, THEREFORE, I, Carmine Dipaolo, Mayor of the Village of Indiantown, Florida do hereby proclaim the week November 27 through December 4, 2024, as National Farm-City Week. I call on the Village of Indiantown as they gather with their families and friends to reflect on the accomplishments of all who dedicate their lives to promoting our nation's agricultural abundance and environmental stewardship.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Village of Indiantown, Florida to be affixed this 14th day of November 2024.

ATTEST:

LaRhonda McBride Village Clerk	Carmine Dipaolo Mayor

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETING DATE: November 14, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Nominations for Vacant Village Council Seat 5

SUMMARY OF ITEM: The Village of Indiantown (Village) Council members are to nominate and by a majority vote, determine the Village resident to be sworn in for the Council Seat 5 which became vacant on October 31, 2024 upon former Councilmember Susan Gibbs Thomas' retirement. Village of Indiantown Charter states a vacancy on the council shall be filled by a majority vote of the remaining members of the council for the period of time until the next election, when a council member shall be elected for the remainder of the term vacated.

FISCAL IMPACT STATEMENT: None.

RECOMMENDATION: Council members nominate and vote accordingly to fill vacant Council Seat 5.

PREPARED BY: Taryn G. Kryzda, Village Manager DATE: 10/31/2024

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETING DATE: November 14, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Approval to Piggyback on City of Stuart's Compensation and Classification Study Agreement with Paypoint HR, LLC

SUMMARY OF ITEM: The Village of Indiantown (Village) has forty (40) Full Time Equivalent (FTE) positions and six (6) part-time positions. Presently there are a few positions that have been vacant for a period of time, mostly in the financial area. In an effort to recruit and retain existing workforce, a compensation and classification study should be performed to ensure the Village is adequately compensating employees and positions are reflected in the appropriate pay range.

The Village needs to be competitive in the compensation 'package' it is able to offer existing and future employees. The Martin County School District offers a stipend for those that are willing to work in and drive buses for Indiantown schools and facilities. Performing a compensation and classification study will provide the Department Managers with a valuable tool as they perform assessments of their existing staff and future staff to be hired.

Compensation and classification studies are an expertise, and not all Human Resource (HR) professional staff can perform them. The compensation and classification study for the City of Stuart was performed earlier this year and can be piggy backed upon. Paypoint HR, LLC has provided the Village with a fixed price proposal of $20,000 to provide the same services provided to the City of Stuart. Once the study is completed and implemented, analysis of existing and new positions will be contracted when warranted.

FISCAL IMPACT STATEMENT: Fiscal impact will be dependent upon findings and recommendations made by the consultant. The Council will have to approve any proposed revised compensation plan. Budgetary impacts will also require Council approval.

RECOMMENDATION: The Village Council approve the Village piggybacking on the City of Stuart's compensation and classification study agreement.

PREPARED BY: Taryn G. Kryzda, Village Manager DATE: 10/18/2024

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETING DATE: November 14, 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 25th Day of January, 2024.

VILLAGE OF INDIANTOWN, FLORIDA

ATTEST:

LaRhonda McBride

LARHONDA MCBRIDE
VILLAGE CLERK

Susan Gibbs Thomas

SUSAN GIBBS THOMAS
MAYOR

REVIEWED FOR FORM AND CORRECTNESS:

WADE C. VOSE
VILLAGE ATTORNEY

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETING DATE: November 14, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Approval to Purchase (3) Vehicles from Garber Chevrolet GMC Inc.

SUMMARY OF ITEM: Staff has identified the need for (2) New 2025 Chevrolet Silverado 2500HD 4WD Work Trucks for the Water and Wastewater Department and (1) 2024 Chevrolet Silverado 2WD for Code Enforcement in a Total Amount not to Exceed $184,126.60.

Funding for the two vehicles in Utilities was included and adopted in the Fiscal Year 2024-2025 Budget. Funding for the vehicle in Code Enforcement was not budgeted but will need to be addressed via subsequent budget amendment. The existing vehicle in Code Enforcement is an older model truck which has been deemed to be mechanically unreliable, necessitating the need for replacement.

The Village plans to purchase the vehicles from the Florida Sheriff's Association cooperative purchasing agreement # FSA23-VEL31.0 through Garber Chevrolet GMC Inc.

FISCAL IMPACT STATEMENT:
(1) 2025 Chevrolet Silverado 2500 HD 4WD $66,369.20- Water Utilities
(1) 2025 Chevrolet Silverado 2500 HD 4WD $76,966.20-Wastewater
(1) 2024 Chevrolet Silverado Double Cab $40,791.20-Code Enforcement

Total expenditure would be $184,126.60 plus registration and license plates.

RECOMMENDATION: Staff recommends Council approve and authorize purchase of vehicles.

PREPARED BY: Patrick Nolan/Public Works and Utilities Director DATE: 10/31/2025

ATTACHMENTS:

Description

(1) Chevrolet 2025 4WD Work Truck

(2) Chevrolet 2025 4WD Work Truck

(3) Chevrolet 2024 2WD Work Truck

Indiantown Utilities

Specification #	154
Unit Description	CK20743

GARBER FLEET SALES

Prepared for:	Prepared by:
10/17/2024 Indiantown Utilities Attn: Patrick Nolan pnolan@indiantownfl.gov 772-341-3098	***Garber Chevrolet GMC Inc.*** Dan Drake *(904) 264-2442 ext.2332 FAX: (904) 284-0054* *3340 Hwy 17 Green Cove Springs, FL 32043* ddrake@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA24-VEL32.0 Pursuit Administrative & Other Vehicles, expiring September 30th, 2025. If you have any questions regarding this quote please call!

CK20743	2025 Chevrolet Silverado 2500HD 4WD Crew 159" WT			Base Price $47,182.00
Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
1WT	Work Truck Preferred Equipment Group includes standard equipment	Included		$0.00
L5P	Engine, Duramax 6.6L Turbo-Diesel V8	9,490.00	(189.80)	$9,300.20
MGM	Transmission, Allison 10-Speed automatic	Included		$0.00
GAZ	Summit White	Included		$0.00
AZ3	Seats, front 40/20/40 split-bench	Included		$0.00
H2G	Jet Black, Vinyl seat trim	Included		$0.00
VK3	License plate kit	Included		$0.00
	NON OEM OPTIONS:		**HOURS:**	
TINT	Dealer Tint Windows Legal Includes Windshield Strip	320.00		$320.00
MATS	Weathertech 1st and 2nd Row Floor Liners	249.00		$249.00
STEPS	Westin Pro Traxx Oval Nerf Steps	509.00	1.00	$509.00
SIBL	Professional Spray In Bed Liner Linex	575.00		$575.00
MC23P-A	Whelen Mini Century 23" Permanent Mount Low Profile Lightbar (Amber)	596.00	1.00	$596.00
4C	4- Corner Super LED Strobe Kit (White)	545.00	1.00	$545.00
ST100COMBO	UWS Black Combo 100 Gal Steel Transfer Tank w/ Aluminum Tool Box	1,546.00		$1,546.00
FR610H	Fill Rite Fill Pump 15 GPM	566.00		$566.00
LIFT GATE	Maxon 1,300 LB Pick Up Truck Lift Gate C2 Series	4,600.00		$4,600.00
INST	3.0 Hrs EVT Certified Installation @($125/hr)	375.00		$375.00
TTAG	Temporary Tag	6.00		$6.00
DEL	Delivery	Included		
	TOTAL PURCHASE AMOUNT PER VEHICLE			*$ 66,369.20*

10/18/20242:01 PM

Indiantown Utilities 2025 Chevrolet Silverado 2500 HD Crew Cab 4WD 6 ft bed CK20743 Quote 10 17 24.xlsx

Indiantown Utilities

Specification #	157
Unit Description	CK20943

GARBER FLEET SALES

Prepared for:	Prepared by:
10/17/2024 Indiantown Utilities Attn: Patrick Nolan pnolan@indiantownfl.gov 772-341-3098	***Garber Chevrolet GMC Inc.*** Dan Drake *(904) 264-2442 ext.2332 FAX: (904) 284-0054* *3340 Hwy 17 Green Cove Springs, FL 32043* ddrake@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA24-VEL32.0 Pursuit Administrative & Other Vehicles, expiring September 30th, 2025. If you have any questions regarding this quote please call!

CK20943	2025 Chevrolet Silverado 2500HD 4WD Crew 172" WT			Base Price $47,366.00
Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
1WT	Work Truck Preferred Equipment Group includes standard equipment	Included		$0.00
L5P	Engine, Duramax 6.6L Turbo-Diesel V8	9,490.00	(189.80)	$9,300.20
MGM	Transmission, Allison 10-Speed automatic	Included		$0.00
GAZ	Summit White	Included		$0.00
AZ3	Seats, front 40/20/40 split-bench	Included		$0.00
H2G	Jet Black, Vinyl seat trim	Included		$0.00
VK3	License plate kit	Included		$0.00
	NON OEM OPTIONS:		**HOURS:**	
TINT	Dealer Tint Windows Legal Includes Windshield Strip	320.00		$320.00
MATS	Weathertech 1st and 2nd Row Floor Liners	249.00		$249.00
STEPS	Westin Pro Traxx Oval Nerf Steps	509.00	1.00	$509.00
SSB	Reading SRW SL 98" Service Body	11,902.00		$11,902.00
	Relocate Factory Camera to SSB	Included		$0.00
	Add Tow Pkg w/ wiring to Service Body	Included		$0.00
	2" Bar and Ball	Included		$0.00
CAM	Relocate Factory Camera to Service Body	300.00		$300.00
SOBL	Spray On Bed Liner, Box Tops and Bumper	898.00		$898.00
MC23P-A	Whelen Mini Century 23" Permanent Mount Low Profile Lightbar (Amber)	596.00	1.00	$596.00
4C	4- Corner Super LED Strobe Kit (White)	545.00	1.00	$545.00
LIFT GATE	Maxon 1,300 LB Pick Up Truck Lift Gate C2 Series	4,600.00		$4,600.00
INST	3.0 Hrs EVT Certified Installation @($125/hr)	375.00		$375.00
TTAG	Temporary Tag	6.00		$6.00
DEL	Delivery	Included		
	TOTAL PURCHASE AMOUNT PER VEHICLE			***$ 76,966.20***

Indiantown Utilities

Specification #	92
Unit Description	CC10753

GARBER FLEET SALES

Prepared for:

5/18/2024
Indiantown Utilities
Attn: Patrick Nolan
pnolan@indiantownfl.gov
772-341-3098

Prepared by:

Garber Chevrolet
Dan Drake
(904) 264-2442 ext.2332 FAX: (904) 284-0054
3340 Hwy 17 Green Cove Springs, FL 32043
ddrake@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA23-VEL31.0 Pursuit Administrative & Other Vehicles, expiring September 30th, 2024. If you have any questions regarding this quote please call!

Base Price South

CC10753 — 2024 Chevrolet Silverado 2WD Double Cab 147" — $37,947.00

Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
1WT	Work Truck Preferred Equipment Group includes standard equipment	Included		$0.00
L3B	Engine, TurboMax	Included		$0.00
MFC	Transmission, 8-speed automatic	Included		$0.00
GAZ	Summit White	Included		$0.00
AZ3	Seats, front 40/20/40 split-bench	Included		$0.00
H2G	Jet Black, Vinyl seat trim	Included		$0.00
Z82	Trailering Package	425.00	(8.50)	$416.50
ZLQ	WT Fleet Convenience Package	370.00	(7.40)	$362.60
5H1	Key equipment	45.00	(0.90)	$44.10
	NON OEM OPTIONS:		**HOURS:**	
TINT	Dealer Tint All Windows 20% Match Includes Windshield Strip	320.00		$320.00
SIBL	Professional Spray In Bed Liner Linex	575.00		$575.00
4C	4 Corner Super LED Strobe Kit	546.00	1.00	$546.00
STEPS	Westin Pro Traxx 4 Oval Nerf Steps	324.00	1.00	$324.00
INST	1.0 Hr EVT Certified Installation @ ($125/hr)	250.00		$250.00
TTAG	Temporary Tag	6.00		$6.00
DEL	Delivery	Included		$0.00

TOTAL PURCHASE AMOUNT PER VEHICLE — ***$ 40,791.20***

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Indiantown Utilities 2024 Chevrolet Silverado Double Cab 2WD CC10753 Quote 5 18 24.xlsx

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETING DATE: November 14, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Approval of Contract with Palmera Enterprises, LLC. for Canal and Swale maintenance on Village owned property.

SUMMARY OF ITEM: Annual Contract with Palmera Enterprises, LLC. to continue to provide monthly maintenance of Canals and Swales on Village owned property. Services not to Exceed $21,300.00 from October 2024 through September 2025 on the following properties.

- SW Maple Avenue
- SW Oak Palm Avenue
- SW Lincoln Street
- SW Trail Drive and 150th

FISCAL IMPACT STATEMENT: Contract Amount for Annual Maintenance of Canals and Swales $21,300.00 to be paid from the Public Works Department Fiscal Year Budget 2024-2025.

RECOMMENDATION: Staff recommends Council to approve this Contract and attached Proposal for Annual maintenance on listed properties.

PREPARED BY: Patrick Nolan/Public Works and Utilities Director DATE: 10/31/2025

ATTACHMENTS:

Description

Palmera Enterprises, LLC.-Independent Contractor's Agreement

Exhibit A-Palmera Enterprises, LLC. Proposal

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this _____ day of _____ 2024, by and between the **VILLAGE OF INDIANTOWN**, a Florida municipal corporation (hereinafter the "VILLAGE") and **PALMERA ENTERPRISES, LLC** a Florida Limited Liability Company (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the VILLAGE is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the VILLAGE OF INDIANTOWN; and

WHEREAS, the VILLAGE has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of canal and swale maintenance in the VILLAGE and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, the services subject to this Agreement are considered by the VILLAGE to fall under exemption 7.17. to the VILLAGE's Procurement Policy, in that this is an agreement for maintenance services; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any proposal or quotation documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

2. **Description of Work.**

   a. The VILLAGE hereby retains CONTRACTOR to provide monthly maintenance of the Village's canals and swales as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.

   b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.

   c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the VILLAGE, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Term.** This Agreement has a Term of one (1) year, beginning on October 24, 2024, and expiring on October 23, 2025, unless sooner terminated under the terms of this Agreement.

4. **Payment.**

   a. The VILLAGE agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amounts set forth in Exhibit "A".

   b. Progress payments, if any, will be made as set forth in Exhibit "A".

   c. The VILLAGE reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. **Acceptance of work product, payment, and warranty**. Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit "A" attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the VILLAGE will diligently review those documents. When it finds the work

acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A". CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the VILLAGE) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the VILLAGE in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the VILLAGE for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the VILLAGE any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the VILLAGE will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

6. **Termination.**

a. Termination at Will: This Agreement may be terminated by the VILLAGE in whole or in part at any time without cause by the VILLAGE giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

b. Termination for Cause: This Agreement may be terminated by either party for cause by the VILLAGE or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. **Project management.**

a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.

b. VILLAGE's Project Manager is: Patrick Nolan, Public Works and Utilities Director.

c. CONTRACTOR's Project Manager is: Frederico Bautista.

8. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:

a. To VILLAGE: Indiantown Village Council, Attention: Village Manager, 15516 SW Osceola St., Suite B, Indiantown, Florida 34956;

b. To CONTRACTOR: Palmera Enterprises, LLC, Attention: Rudy Bautista Pablo, Manager, PO Box 1934, Indiantown, Florida 34956.

9. **Insurance.**

a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the VILLAGE from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:

i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of $500,000.00 each accident, $500,000.00 each employee, $500,000.00 policy limit for disease;

ii. Commercial General Liability (CGL) insurance with a limit of not less than $300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location /work in the amount of $600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at $100,000.00;

iii. Commercial Automobile Liability Insurance with a limit of not less than $300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and

iv. Fire damage liability shall be included at $300,000.00.

c. CONTRACTOR must furnish the VILLAGE with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The VILLAGE is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the VILLAGE before commencement of any work activities.

d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self–insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

10. **General Provisions.** CONTRACTOR must comply with the following general provisions:

a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the VILLAGE, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the VILLAGE to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the VILLAGE. The VILLAGE will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the VILLAGE.

b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

c. **Personal nature of Agreement; Assignment.**

i. The parties acknowledge that the VILLAGE places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the VILLAGE.

ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the VILLAGE Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d. **Discrimination.**

i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.

ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. **Independent contractor.**

i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the VILLAGE. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the VILLAGE. None of the benefits, if any, provided by the VILLAGE to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the VILLAGE to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the VILLAGE and is subject to the VILLAGE's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The VILLAGE will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.

iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

i. CONTRACTOR must indemnify and hold the VILLAGE harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the VILLAGE, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the VILLAGE against any claim that any product purchased or licensed by the VILLAGE from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright.

CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the VILLAGE by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the VILLAGE and not considered to be the VILLAGE's exclusive remedy.

ii. In the event that any claim in writing is asserted by a third party which may entitle the VILLAGE to indemnification, the VILLAGE must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the VILLAGE decides to participate in the proceeding or defense, the VILLAGE will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

g. **Sovereign Immunity**. Nothing in this Agreement extends, or will be construed to extend, the VILLAGE's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the VILLAGE to be sued by third parties in any matter arising out of this Agreement.

h. **Public records.**

i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
3. 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 this Agreement term and following

completion of the Agreement if CONTRACTOR does not transfer the records to the VILLAGE.

4. Upon completion of this Agreement, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If CONTRACTOR transfers all public records to the VILLAGE upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.

iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.

iv. CONTRACTOR consents to the VILLAGE's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by VILLAGE.

v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the VILLAGE.

vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LARHONDA MCBRIDE, VILLAGE CLERK, AT 772-597-8294, LMCBRIDE@INDIANTOWNFL.GOV; MAILING ADDRESS: PO BOX 398, INDIANTOWN FL 34956.**

i. **Federal or State Funding**. If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the VILLAGE's Project Manager to determine whether Federal or State funding is applicable to this Agreement.

i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify

system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.

ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.

iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the VILLAGE, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the VILLAGE's sovereign immunity.

iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

v. Liability Insurance. Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all

deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the VILLAGE and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The VILLAGE and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The VILLAGE's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the VILLAGE or the State of Florida may have.

vi. Inspections. CONTRACTOR shall permit, and require its subcontractors to permit, the VILLAGE's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.

vii. Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

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

contract may be terminated at the option of VILLAGE if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

k. **Disclosure Requirements for "Foreign Countries of Concern".** CONTRACTOR shall comply with the disclosure requirements set forth is section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of $50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

11. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.

b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the VILLAGE staff do not suffice to legally bind the VILLAGE in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized VILLAGE representatives.

c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.

d. **Severability**. If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof,

by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

e. **Construction**. If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

f. **Headings**. All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.

g. **Waiver**. The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the VILLAGE's rights under this Agreement, or of any cause of action the VILLAGE may have arising out of the performance of this Agreement.

h. **Force Majeure**. Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.

i. **Law; Venue.** This Agreement is being executed in Martin County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Martin County, Florida.

12. **Special Provisions.**

a. This Agreement is a non-exclusive contract; the VILLAGE is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date last written below.

VILLAGE OF INDIANTOWN, a Florida municipal corporation

_____
CARMINE DIPAOLO
MAYOR

ATTEST:

(Seal)

_____
LARHONDA MCBRIDE, VILLAGE CLERK

Date signed by VILLAGE: _____

PALMERA ENTERPRISES, LLC a Florida Limited Liability Company

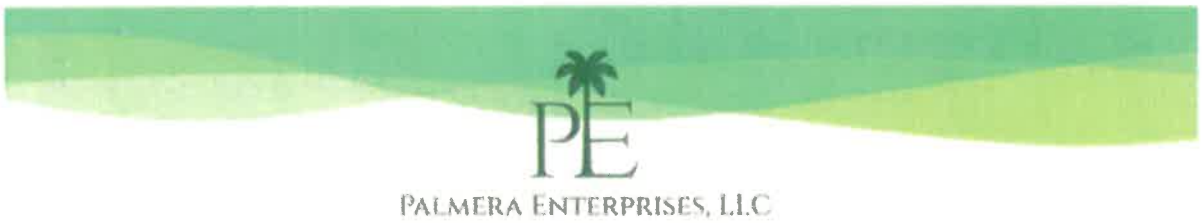
by Rudy Bautista
Rudy Bautista Pablo, Manager

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 2024, by Rudy Bautista Pablo as Manager of Palmera Enterprises, LLC, a Florida Limited Liability Company, on behalf of the company, and he/she is personally known to me or has produced_____as identification.

_____
Signature of Notary Public - State of Florida

_____
Printed/Typed/Stamped Name of Notary
My commission expires:

EXHIBIT "A"



September 28, 2024

Via e-mail to publicworks@indiantownfl.gov
Village of Indiantown
Attention: Public Works
15516 SW Osceola St., Suite B
Indiantown, FL 34956

Re: Annual Maintenance of Canals and Swales

PROPOSAL 25-002

1. SW Maple Ave. Canal - 13,050 SF approx.
   - Canal mowing
   - Debris removal
   - Trash removal

$350

2. SW Oak Palm Ave. - 39,150 SF approx.
   - Canal mowing
   - Debris removal
   - Trash removal

$750

3. SW Lincoln St. - 25,200 SF approx.
   - Swale mowing
   - Debris removal
   - Trash removal

$250

4. SW Trail Dr. and 150 - 26,400 SF approx.
   - Swale mowing
   - Debris removal
   - Trash removal

P.O. Box 1934
Indiantown, FL 34956
☎ 561-307-3554
email: palmeraenterprises@gmail.com

$250
Page 2 of 2

5. SW Madison Ave. and SW Palm Way 12,400 Sf Swale mowing Debris removal Trash removal
$175

From October 2024 to September 2025
Grand Total for all 12 services per year $21,300.00
($1,775.00 each service)

WORK SCHEDULE

First Service
Week of October 7, 2024

Second Service
Week of November 4, 2024

Third Service
Week of December 2, 2024

Fourth Service
Week of January 6, 2025

Fifth Service
Week of February 3, 2025

Sixth Service
Week of March 3, 2025

Seventh Service
Week of April 7, 2025

Eighth Service
Week of May 5, 2025

P.O. Box 1934
Indiantown, FL 34956
☎ 561 307-3554
email: palmeraenterprises@gmail.com

Ninth Service
Week of June 2, 2025

Tenth Service
Week of July 7, 2025

Eleventh Service
Week of August 4, 2025

Twelfth Service
Week of September 1, 2025

Thank you for this opportunity to serve you. Please feel free to contact me with any questions.

Federico "Freddy" Bautista

P.O. Box 1934
Indiantown, FL 34956
☎ 561-307-3554
email: palmeraenterprises@gmail.com

[End **EXHIBIT "A"**]

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETING DATE: November 14, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: Approval of Payment to Cyber Electric of Central FL. Inc. for Emergency repairs to the Water Treatment Plant , Wastewater Treatment Plant and Lift Stations.

SUMMARY OF ITEM: The Village of Indiantown Water and Wastewater Facilities are obsolete and failing. The emergency repairs made by Cyber Electric of Central FL. Inc. were needed to insure the safety and reliability of all associated equipment, repairs, including Variable Frequency Drives for the High Service Pumps at the Water Treatment Plant, Lift Stations at Lincoln Street and New Hope Community, the Exhaust Fan in the Chlorine room at the Water Treatment Plant and the Emergency Generator used at the 150th Lift Station prior to Hurricane Milton.

FISCAL IMPACT STATEMENT:

- Repair to Indianwood Lift Station #3- $4,225.60
- Install New HSP Pump #2-Water Plant- $12,605.40
- Change Out to VFD-Water Plant- $13,774.80
- Lift Station Malfunction-Water Plant- $1,870.00
- Lift Station Contact & Light replacement-Wastewater- $4,347.50
- Install Exhaust Fan-Water Plant-$2,290.00
- VFD repairs-Lift Station #7- $6,630.02
- Generator Connection-Lift Station #1- $4,740.00
- Generator Configuration-Wastewater Plant- $5,296.56
- Repair to Tank Mixer in Ground Storage Tank-Water Plant-$24,763.74

Total Amount to be paid-$80,543.62. Funds will be paid from the Water and Wastewater Department Budget.

RECOMMENDATION: Staff recommends Council authorize approval of payment to Cyber Electric of Central FL. Inc.

PREPARED BY: Patrick Nolan/Public Works and Utilities Director DATE: 11/7/2024

ATTACHMENTS:

Description

Cyber Electric Invoice-August 2024

Cyber Electric Invoices-October 2024

Cyber Electric-Labor Rates

VILLAGE OF INDIANTOWN, FLORIDA

PAYMENT REQUEST FORM

Make Payable To:

VENDOR NAME Cyber Electric of Central FL. Inc. | **VENDOR NO.** 867

REMITTANCE ADDRESS 5424 HWY 70 East

CITY, STATE, ZIP Ockeeechobee, FL 34972

DESCRIPTION	Budget Account Information				INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
	FUND	ACCT	OBJ	PO #			
Repair Indianwood-Front Lift Station #3	400	535000	304610		3075	8/5/24	$4,225.60
					TOTAL		$4,225.60

STATED PUBLIC PURPOSE for EXPENDITURE OF PUBLIC FUNDS

Electrical repairs and maintenance needed at Wastewater Utilities Department.

REQUESTED BY: Katina Joy 10/18/2024

APPROVED BY: 10/18/2024

FINANCE REVIEWER: _____ Date

FINANCE APPROVED BY: _____ Date

Invoice

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States
Tel: 863-467-2127
Fax: 863-467-8367
E-mail: cyberelectric99@gmail.com

Invoice number:	**3075**
Invoice date:	Aug. 05, 2024
File #	5583
Job type:	Invoice
Job date:	Aug. 05, 2024
Client code:	Village of Indiantown
Customer Ref. #:	Lift Station #3
User:	
Page number:	1

Approved for payment by Patrick Nolan
Director of Utilities & Public Works

Billing address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Site address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Work Description

SCOPE :

*Gathered materials needed for the job from the shop and went to the site.

*Labeled and disconnected the existing duplex alternating controller inside the lift station control panel.

*Installed the replacement alternating duplex controller (the old controller was obsolete and no longer manufactured) inside the lift station and made alterations to the existing wiring to make the new controller work properly.

*The grounds on the lift station control panel were all disconnected for some reason. Upon reconnecting the ground wires and trying to test the control panel again, something caused the fuse on the control transformer to blow. Unfortunately, these fuses are not available in stock anywhere in the area. We left the site and drove back to the shop in Okeechobee to look through our existing stock to see if we could locate something similar and were able to provide one and a quarter amp fuses and several three amp fuses. Spares were given to Ivan.

*After returning to the site with the replacement fuses, we were able to get the lift station functioning again.

*We tested all four floats to ensure they were working properly, and all tested well.

*We replaced the GFCI on the lift station control panel.

*We were able to get the lift station functioning well enough to work properly and tested the system, but the lift station itself is in very bad shape on the inside as far as components are concerned. Some components of the station still aren't working properly; for instance, the manual override switches for floats one and two are not working, even though the floats themselves are functioning properly. The lift station also lacks a seal between the control panel and the wet well. I have provided us with some duct seal, and we duct-sealed the conduit opening inside the panel, but we would suggest considering adding a seal between the wet well and the lift station control panel.

*We also verified that both lift station pumps are 7 and 1/2 horsepower.

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States

Invoice number:	**3075**
Invoice date:	Aug. 05, 2024
File #	5583
Page number:	2

David 10 hours
Adrian 10 hours

Proposal excludes the following :

1] Patching or repair of any Concrete / Pavement / Landscaping / or any other existing structures.
2] Any overtime or work to be performed outside of our regular 4 day 10 hour work week. 7 a.m. to 5. p.m.
3] Concrete/ Rebar or Pumping of concrete.
4] Clean up or Removal of any hazardous waste.
5] Underground obstructions and the work it takes to get around or thru them.
6] Existing unforseen on site conditions.
7] Any impact fees/state fees/Utility fees (I.E. FPL or Glades elect.) not shown in the above quote.
8] Bonding Cost if required.
9] Any engineering of plans provided by the owner/engineer and used for quoting with out the proper compensation for such work.
10] We take no responsibility for fiber optic cables that are supplied by others and installed by Cyber. Unless the cable is tested to show no damage before we install it.
11] Supply of aggregate or fill dirt or base rock for manholes
12] Clearing or dewatering of any sort

Summary	**Total ($)**
Subtotal	4,225.60
Total	**$4,225.60**

Terms

INVOICE IS DUE AND PAYABLE UPON RECEIPT

1] Any Changes to the original Quoted work will only be performed upon a signed change order to our office. The work will then be performed at T&M rates of $90.00 per man hour as well as 20 % on materials.In addition right of access and removal is granted to Cyber Electric of Central Fl. inc. in the event of non payment under this contract .

2] In the event that this invoice is not paid as per terms or becomes 10 days past due . The customer agrees that all cost affiliated with the collection of this invoice as well as intrest @ 1.5 % daily or an annual rate of 18% will be sought by our attorney at time of collection.

Client Name: _____

Date: _____

Signature: _____
I hereby acknowledge the satisfactory completion of the above described work.

Approved for payment by Patrick Nolan
Director of Utilities & Public Works

VILLAGE OF INDIANTOWN, FLORIDA

PAYMENT REQUEST FORM

Make Payable To:

VENDOR NAME: Cyber Electric of Central FL. Inc.

VENDOR NO.: 867

REMITTANCE ADDRESS: 5424 HWY 70 East

CITY, STATE, ZIP: Ockeeechobee, FL 34972

DESCRIPTION	Budget Account Information				INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
	FUND	ACCT	OBJ	PO #			
Install New HSP Pump #2 Conduit Work	400	533000	304610		3091	10/2/24	$12,605.40
WTP Change VFD Change Out	400	533000	304610		3092	10/2/24	$13,774.80
WWTP Emergency Service Call-Lift Station malfunction	400	535000	304610		3093	10/2/24	$1,870.00
WWTP Lift Station Contact & Run light replacement	400	535000	304610		3094	10/2/24	$4,347.50
WTP-Install Exhaust Fan	400	533000	304610		3095	10/4/24	$2,290.00
Lift Station #7 VFD repair	400	535000	304610		3096	10/14/24	$6,630.02
Emergency Generator Connection-Lift Station #1	400	535000	304610		3097	10/14/24	$4,740.00
WWTP- Generator Configuration/Cord etc.	400	535000	304610		3098	10/17/24	$5,296.56
WTP- Repair to Tank Mixer etc.	400	535000	304610		3100	10/21/24	$24,763.74
					TOTAL		$76,318.02

STATED PUBLIC PURPOSE for EXPENDITURE OF PUBLIC FUNDS

Electrical repairs and maintenance needed at Water & Wastewater Utilities Department.

REQUESTED BY: Katina Joy 10/25/2024

APPROVED BY: 10/25/2024

FINANCE REVIEWER: Date

FINANCE APPROVED BY: Date

Invoice

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States
Tel: 863-467-2127
Fax: 863-467-8367
E-mail: cyberelectric99@gmail.com

Invoice number:	**3091**
Invoice date:	Oct. 02, 2024
File #	5609
Job type:	Invoice
Job date:	Oct. 02, 2024
Client code:	Village of Indiantown
Customer Ref. #:	PO 142 HSP Pump #2 Conduit Work
User:	
Page number:	1

Billing address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Approved for payment by Patrick Nolan
Director of Utilities & Public Works

Site address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Work Description

Scope For PO 142

PO136 was accepted to install a new drive and side high surface pump vfd control panel number 2. After accepting the quote it was discussed with Pat about moving the drive into the locker room area on the back wall of the MCC to get the drives out of the wet and dirty environment and into an air conditioned environment.

The following work had to be done in order to facilitate the new location of the vfd.

* New 1-1/4" and 3/4 EMT conduits from Vfd's new location,cored through the wall and out to the existing control device location and motor location. New 1-1/4" EMT from the new VFD location into the MCC in the Next Room to feed the drive. Conduit also had to be cored through the wall. The strut right through the pump room was widened to make room for the new conduits. Strut rack was installed to support the motor feeder conduit as it came down next to the motor. A junction box was added at the pressure switch and pressure transmitter location in order for the connections of the three devices. The old conduits feeding the motor and the vfd drive were removed and demoed. The conduits in the new location where ran down the wall next to the drive and seal tight was added to flex them into the bottom of the drive so the existing holes in the top of the drive can be sealed to keep debris and dirt out of the vfds. The existing motor was then disconnected and Polaris Taps have been used to connect the motor but they weren't motor rated so we discarded them. We then pulled #3 thhn to the motor and into the MCC. The motor was then flexed in with seal tight and reterminated using split bolts, rubber tape, friction tape, and electrical tape. The wires to the MCC were also terminated on the main breaker to feed High service pump vfd number two. Once a plant took High service pump vfd number 2 out of commission we were able to move the enclosure into the locker room area at its new location and mount it on the wall. (Please note the change out of the drive is not part of po142 and is part of the quoted price of po136)
Once the work for po136 was completed and the new Drive was installed the feeders to the drive and the feeders to the motors along with the signal wires were connected at the vfd. This concluded the work for po 142.

As a reminder as part of the work accepted for po136, after the drive was moved and installed and it's new location Howard Woodrow and Associates were on site to do the startup and commissioning of the vfd. All went well and they were able to get the drive back online within a reasonable amount of time. They did however have to use a piece out of the old vfd has the new Drive wouldn't allow for

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States

Invoice number:	**3091**
Invoice date:	Oct. 02, 2024
File #	5609
Page number:	2

programming and they are bringing it back to their shop to reprogram it on the bench and at which point they will reinstall it into the new Drive. We will coordinate this in the future.

PO142
9/24
Big Dave Adrian and Jeff 7 hours, David 3

9/25
Big Dave Adrian and Jeff 8 hours, David 3

9/26
Big Dave Adrian Jeff and David 5 hours each

Proposal excludes the following :

1] Patching or repair of any Concrete / Pavement / Landscaping / or any other existing structures.
2] Any overtime or work to be performed outside of our regular 4 day 10 hour work week. 7 a.m. to 5. p.m.
3] Concrete/ Rebar or Pumping of concrete.
4] Clean up or Removal of any hazardous waste.
5] Underground obstructions and the work it takes to get around or thru them.
6] Existing unforseen on site conditions.
7] Any impact fees/state fees/Utility fees (I.E. FPL or Glades elect.) not shown in the above quote.
8] Bonding Cost if required.
9] Any engineering of plans provided by the owner/engineer and used for quoting with out the proper compensation for such work.
10] We take no responsibility for fiber optic cables that are supplied by others and installed by Cyber. Unless the cable is tested to show no damage before we install it.
11] Supply of aggregate or fill dirt or base rock for manholes
12] Clearing or dewatering of any sort

Summary	**Total ($)**
Subtotal	12,605.40
Total	**$12,605.40**

Terms

INVOICE IS DUE AND PAYABLE UPON RECEIPT

1] Any Changes to the original Quoted work will only be performed upon a signed change order to our office. The work will then be performed at T&M rates of $90.00 per man hour as well as 20 % on materials.In addition right of access and removal is granted to Cyber Electric of Central Fl. inc. in the event of non payment under this contract .

2] In the event that this invoice is not paid as per terms or becomes 10 days past due . The customer agrees that all cost affiliated with the collection of this invoice as well as intrest @ 1.5 % daily or an annual rate of 18% will be sought by our attorney at time of collection.

Client Name: _____

Date: _____

Signature: _____
I hereby acknowledge the satisfactory completion of the above described work

GraybaR

Remit to:
GRAYBAR ELECTRIC COMPANY, INC.
PO BOX 403062
ATLANTA GA 30384-3062

INVOICE

Invoice Questions Please Call
772-828-4300

Invoice No: 9338985590
Invoice Date: 09/18/2024
Account Number: 219452
Account Name: CYBER ELECTRIC OF CENT FL

Bill-To:
CYBER ELECTRIC OF CENT FL
5424 State Road 70 East
OKEECHOBEE FL 34972-8892
USA

Ship-To:
CYBER ELECTRIC OF CENT FL
5424 State Road 70 East
OKEECHOBEE FL 34972-8892
USA

PO # : 142/VOI HSP 2 CONDUITS SO#: 386527958

Del.Doc.#:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
8055012454	1Z7AW9190309990052	UPS	09/18/2024	ZONE-TAMPA, FL	S/P - F/A	

Ordered By: Dave Shockley

Quantity	Catalog # / Description	Unit Price / Unit	Amount
1	C45 CGN COOPER CROUSE-HINDS DIVISION 1-1/4 RGD C COND BODY CVR AND GSKT AL	1,517.19 / 100 #	15.17

- Indicates Taxable Item

Terms of Payment
1% 10th Prox., net 15th Prox.
As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total:	15.17
Freight:	0.00
Handling:	0.00
Tax:	1.06
Total Due:	16.23
Cash Discount(if paid within terms):	0.15-

SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED ON WWW.GRAYBAR.COM

GraybaR

Remit to:
GRAYBAR ELECTRIC COMPANY, INC.
PO BOX 403062
ATLANTA GA 30384-3062

INVOICE

Invoice Questions Please Call
772-828-4300

Invoice No: 9338989163
Invoice Date: 09/19/2024
Account Number: 219452
Account Name: CYBER ELECTRIC OF CENT FL

Bill-To:
CYBER ELECTRIC OF CENT FL
5424 State Road 70 East
OKEECHOBEE FL 34972-8892
USA

Ship-To:
CYBER ELECTRIC OF CENT FL
5424 State Road 70 East
OKEECHOBEE FL 34972-8892
USA

PO # : 142/VOI HSP 2 CONDUITS SO# : 386527958

Del.Doc.#:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
8055012694		GRAYBAR TRUCK	09/19/2024	FORT PIERCE, FL	S/P - F/A	

Signed/Ordered By: DAVID/Dave Shockley

Quantity	Catalog # / Description	Unit Price / Unit	Amount
20	P1000T 10HG UNISTRUT INTERNATIONAL HOT DIP GALV 1.625 IN X 1.625 IN 12GA SL	450.66 / 100 #	90.13
15	P1214AS EG UNISTRUT INTERNATIONAL UNIVERSAL PIPE CLAMP 1 -.25 IN	76.46 / 100 #	11.47
15	P1212AS EG UNISTRUT INTERNATIONAL UNIVERSAL PIPE CLAMP .75 IN	61.67 / 100 #	9.25
80	1-1/4-EMT GENERIC VENDOR-TUBPA 1-1/4-STEEL THINWALL CONDUIT	182.16 / 100 #	145.73
80	3/4-EMT GENERIC VENDOR-TUBPA 3/4-STEEL THINWALL CONDUIT	65.19 / 100 #	52.15
2	384-DC BRIDGEPORT FITTINGS INCORPORATED 1 1/4 IN GRND BSHNG INS	316.95 / 100 #	6.34
2	382-DC BRIDGEPORT FITTINGS INCORPORATED 3/4 IN GRND BSHNG INS	222.68 / 100 #	4.45

Remit to:

GraybaR

GRAYBAR ELECTRIC COMPANY, INC.
PO BOX 403062
ATLANTA GA 30384-3062

INVOICE

Invoice Questions Please Call
772-828-4300

Invoice No: 9338989163
Invoice Date: 09/19/2024
Account Number: 219452
Account Name: CYBER ELECTRIC OF CENT FL

Bill-To:
CYBER ELECTRIC OF CENT FL
5424 State Road 70 East
OKEECHOBEE FL 34972-8892
USA

Ship-To:
CYBER ELECTRIC OF CENT FL
5424 State Road 70 East
OKEECHOBEE FL 34972-8892
USA

PO # : 142/VOI HSP 2 CONDUITS SO#: 386527958

Del.Doc.#:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
8055012694		GRAYBAR TRUCK	09/19/2024	FORT PIERCE, FL	S/P - F/A	

Signed/Ordered By: DAVID/Dave Shockley

Quantity	Catalog # / Description	Unit Price / Unit	Amount
1	BOX-6 X 6 X 4 GENERIC VENDOR-PVCPA JUNCTION BOX WITH COVER	1,782.43 / 100 #	17.82
3	LB35 CGN COOPER CROUSE-HINDS DIVISION 1 RGD LB COND BODY CVR AND GSKT AL	797.14 / 100 #	23.91
1	1-1/4-GALV-COUP GENERIC VENDOR-TUBPA 1-1/4-GALVANIZED RIGID COUPLING	354.90 / 100 #	3.55

- Indicates Taxable Item

Terms of Payment
[illegible]
As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, Mastercard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total:	364.80
Freight:	0.00
Handling:	0.00
Tax:	25.54
Total Due:	390.34
Cash Discount(if paid within terms):	3.65-

SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED ON WWW.GRAYBAR.COM

GraybaR

Remit to:
GRAYBAR ELECTRIC COMPANY, INC.
PO BOX 403062
ATLANTA GA 30384-3062

INVOICE

Invoice Questions Please Call
772-828-4300

Invoice No: 9339007063
Invoice Date: 09/19/2024
Account Number: 219452
Account Name: CYBER ELECTRIC OF CENT FL

Bill-To:
CYBER ELECTRIC OF CENT FL
5424 State Road 70 East
OKEECHOBEE FL 34972-8892
USA

Ship-To:
CYBER ELECTRIC OF CENT FL
5424 State Road 70 East
OKEECHOBEE FL 34972-8892
USA

PO # : 142/VOI HSP 2 CONDUITS SO#: 386527958

Del.Doc.#:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
8055012286	0897988264	GRAYBAR TRUCK	09/18/2024	SF SERVICE CENTER	S/P - F/A	

Signed/Ordered By: DAVID/Dave Shockley

Quantity	Catalog # / Description	Unit Price / Unit	Amount
3	LB45 CGN COOPER CROUSE-HINDS DIVISION 1 1/4 RGD LB COND BODY CVR AND GSKT AL	1,304.41 / 100 #	39.13
2	C45 CGN COOPER CROUSE-HINDS DIVISION 1-1/4 RGD C COND BODY CVR AND GSKT AL	1,517.19 / 100 #	30.34
3	C35 CGN COOPER CROUSE-HINDS DIVISION 1 RGD C COND BODY CVR AND GSKT AL	743.14 / 100 #	22.29
6	LA-14-GRY-1-1/4-CUT REEL ELECTRI-FLEX CO FLEX OIL RES CONDUIT	452.72 / 100 #	27.16
2	433-LT2 BRIDGEPORT FITTINGS INCORPORATED 1 1/4 IN LQDT STRAIGHT CONN	616.59 / 100 #	12.33
1	473-LT2 BRIDGEPORT FITTINGS INCORPORATED 1 1/4 IN LQDT 90-DEG CONN	1,186.49 / 100 #	11.86
8	653 COOPER CROUSE-HINDS DIVISION 1 1/4 EMT CMP CONN	107.65 / 100 #	8.61

Remit to:

GraybaR

GRAYBAR ELECTRIC COMPANY, INC.
PO BOX 403062
ATLANTA GA 30384-3062

INVOICE

Invoice Questions Please Call
772-828-4300

Invoice No: 9339007063
Invoice Date: 09/19/2024
Account Number: 219452
Account Name: CYBER ELECTRIC OF CENT FL

Bill-To:
CYBER ELECTRIC OF CENT FL
5424 State Road 70 East
OKEECHOBEE FL 34972-8892
USA

Ship-To:
CYBER ELECTRIC OF CENT FL
5424 State Road 70 East
OKEECHOBEE FL 34972-8892
USA

PO # : 142/VOI HSP 2 CONDUITS SO#: 386527958

Del.Doc.#:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
8055012286	0897988264	GRAYBAR TRUCK	09/18/2024	SF SERVICE CENTER	S/P - F/A	

Signed/Ordered By: DAVID/Dave Shockley

Quantity	Catalog # / Description	Unit Price / Unit		Amount
8	651S COOPER CROUSE-HINDS DIVISION 3/4 EMT CMP CONN	34.35 / 100	#	2.75
10	663 COOPER CROUSE-HINDS DIVISION 1-1/4 STL COMP EMT CPLG	117.37 / 100	#	11.74
10	661S COOPER CROUSE-HINDS DIVISION 3/4 STL COMP EMT CPLG	41.10 / 100	#	4.11
12	15005-CUT REEL ABB INSTALLATION PRODUCTS INC 1/2 LIT FLEX PVC	81.65 / 100	#	9.80
4	LT43D-NEW ABB INSTALLATION PRODUCTS INC 1/2 STRAIGHT CARFLEX FTG	256.68 / 100	#	10.27

- Indicates Taxable Item

SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED ON WWW.GRAYBAR.COM

Remit to:

GraybaR

GRAYBAR ELECTRIC COMPANY, INC.
PO BOX 403062
ATLANTA GA 30384-3062

INVOICE

Invoice Questions Please Call
772-828-4300

Invoice No: 9339007063
Invoice Date: 09/19/2024
Account Number: 219452
Account Name: CYBER ELECTRIC OF CENT FL

Bill-To:
CYBER ELECTRIC OF CENT FL
5424 State Road 70 East
OKEECHOBEE FL 34972-8892
USA

Ship-To:
CYBER ELECTRIC OF CENT FL
5424 State Road 70 East
OKEECHOBEE FL 34972-8892
USA

PO # : 142/VOI HSP 2 CONDUITS SO#: 386527958

Terms of Payment		
1% 10th Prox., net 15th Prox. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Sub Total:	190.39
	Freight:	0.00
	Handling:	0.00
	Tax:	13.33
	Total Due:	203.72
	Cash Discount(if paid within terms):	1.90-

SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED ON WWW.GRAYBAR.COM

INVOICE

CITY ELECTRIC SUPPLY

C.E.S. (TX Div Accounts Office)
P.O. Box 131811
Dallas, TX 75313

Invoice Number:	OKE/258636
Invoice Date:	09/25/24
Your Order Number:	PO# 0142 (DAVE)
Account #:	01380239001

C.E.S. (Okeechobee)
1111 SW Park Street
Okeechobee, FL 34972

Phone: 863-357-3444
Fax: 863-357-3340
Email: Okeechobee0138@cityelectricsupply.com
Delivery Info:

CYBER ELECTRIC OF CENTRAL FLA
3384 NW 18TH STREET,
OKEECHOBEE, FL 34972

CYBER ELECTRIC OF CENTRAL FLA
5424 FL 70 E
Red metal building in front of property
OKEECHOBEE
FL
34974

QTY	Item	Description	$ Price	Per	Disc	$ Goods
6	F4P ROD38-6	3/8-16 X 6FT THREADED ROD	64.52	C		3.87
1	TOPAZ ELECTRIC 604A	1-1/4"EMT HANGER W/BOLT	86.95	C		0.87
1	WI WPSEAL125	WI W-PROOF SEAL1-1/4"	1574.06	C		15.74
1	WI RC075	WI STEEL COUPLING 3/4"	286.62	C		2.87
1	CES38FHNUSSZJ	0210-9813 3/8-16 FINISHED HEX NUT ZC	11.33	E		11.33
1	CES38X114FWZJ	0210-9891 3/8 X 1-1/4 FENDER WASHER	12.74	E		12.74
2	WI RC125	WI STEEL COUPLING 1-1/4"	658.92	C		13.18
10	TOPAZ ELECTRIC 610524	1-1/4" NON-UL LIQUID TIGHT STL FLEX COND	375.00	C		37.50
3	TOPAZ ELECTRIC 610524	1-1/4" NON-UL LIQUID TIGHT STL FLEX COND	375.00	C	75	2.81

Payment to: C.E.S. (TX Div Accounts Office) P.O. Box 131811 Dallas, TX 75313

TO PAY ONLINE VISIT www.cityelectricsupply.com

Goods Total:	$	100.91
Tax Rate:		7.00%
Tax Total:	$	7.07
Total	$	107.98

Branch ID#: 138 Group ID#: 9018

INVOICE

CITY ELECTRIC SUPPLY

C.E.S. (TX Div Accounts Office)
P.O. Box 131811
Dallas, TX 75313

Invoice Number:	OKE/258618
Invoice Date:	09/25/24
Your Order Number:	PO# 0142
Account #:	01380239001

C.E.S. (Okeechobee)
1111 SW Park Street
Okeechobee, FL 34972

Phone: 863-357-3444
Fax: 863-357-3340
Email: Okeechobee0138@cityelectricsupply.com
Delivery Info:

CYBER ELECTRIC OF CENTRAL FLA
3384 NW 18TH STREET,
OKEECHOBEE, FL 34972

CYBER ELECTRIC OF CENTRAL FLA
5424 FL 70 E
Red metal building in front of property
OKEECHOBEE
FL
34974

QTY	Item	Description	$ Price	Per	Disc	$ Goods
2	WI LB125	ALUM CONDULET LB 1-1/4" W/ GSKT & COVER	2340.30	C		46.81
4	TOPAZ ELECTRIC 654S	1-1/4" EMT COMP CONN STL	264.00	C		10.56
1	TOPAZ ELECTRIC 604A	1-1/4"EMT HANGER W/BOLT	86.95	C		0.87

Payment to: C.E.S. (TX Div Accounts Office) P.O. Box 131811 Dallas, TX 75313

TO PAY ONLINE VISIT www.cityelectricsupply.com

Goods Total:	$	58.24
Tax Rate:		7.00%
Tax Total:	$	4.08
Total	$	62.32

FOR COMPLETE TERMS OF SALE, SEE SELLER'S ONLINE T&Cs AT CITYELECTRICSUPPLY COM RISK OF LOSS IN THE GOODS PASSES TO BUYER: (i) UPON DELIVERY TO BUYER S DESIGNATED DELIVERY SITE IF GOODS ARE DELIVERED IN SELLER'S OWN VEHICLE: OR (ii) AT THE POINT OF SHIPMENT VIA DROPSHIP OR THIRD PARTY CARRIER, OR (iii) UPON BUYER POSSESSION IN ALL OTHER CASES THE GOODS REMAIN THE PROPERTY OF SELLER UNTIL PAID FOR IN FULL. GOODS ARE SOLD SUBJECT TO SELLER'S TERMS OF SALE AND VENDORS' TERMS OF SALE, COPIES OF WHICH ARE AVAILABLE UPON REQUEST E & OE Please visit our website for company information and product promotions.

Branch ID#: 138 Group ID#: 9018

Page 1 of 1

INVOICE

CITY ELECTRIC SUPPLY

C.E.S. (TX Div Accounts Office)
P.O. Box 131811
Dallas, TX 75313

Invoice Number:	OKE/258590
Invoice Date:	09/24/24
Your Order Number:	PO# 0142
Account #:	01380239001

C.E.S. (Okeechobee)
1111 SW Park Street
Okeechobee, FL 34972

Phone: 863-357-3444
Fax: 863-357-3340
Email: Okeechobee0138@cityelectricsupply.com
Delivery Info:

> WILL CALL - JEFF <

CYBER ELECTRIC OF CENTRAL FLA
3384 NW 18TH STREET,
OKEECHOBEE, FL 34972

QTY	Item	Description	$ Price	Per	Disc	$ Goods
300	THHN-3-STR-BLK-CU	THHN-3-BLK-19STR-CU	1304.86	M		391.46
0		3x100ft coils	0.00			0.00
100	THHN-6-STR-GRN-CU	THHN-6-GRN-19STR-CU	676.03	M		67.60
8	WI LQA125-IC	1-1/4" STRAIGHT LIQUID-TIGHT CONN MALL	1015.00	C		81.20
1	WI LQA12590-IC	1-1/4" 90 DEGREE LIQUID-TIGHT CONN MALL	1806.00	C		18.06
4	WI LQA75-IC	3/4" STRAIGHT LIQUID-TIGHT CONN MALL	337.00	C		13.48
1	TOPAZ ELECTRIC 604	1-1/4" CONDUIT HANGERS W/BOLTS	87.95	C		0.88
4	TOPAZ ELECTRIC 664S	1-1/4" EMT COMP COUP STL	298.00	C		11.92
2	WI ELE12590	WI 90D EMT CONDUIT ELBOW 1-1/4"	897.96	C		17.96

Payment to: C.E.S. (TX Div Accounts Office) P.O. Box 131811 Dallas, TX 75313

TO PAY ONLINE VISIT www.cityelectricsupply.com

Goods Total:	$	602.56
Tax Rate:		7.00%
Tax Total:	$	42.18
Total	$	644.74

FOR COMPLETE TERMS OF SALE, SEE SELLER'S ONLINE T&Cs AT CITYELECTRICSUPPLY.COM RISK OF LOSS IN THE GOODS PASSES TO BUYER. (i) UPON DELIVERY TO BUYER'S DESIGNATED DELIVERY SITE IF GOODS ARE DELIVERED IN SELLER'S OWN VEHICLE; OR (ii) AT THE POINT OF SHIPMENT VIA DROPSHIP OR THIRD PARTY CARRIER, OR (iii) UPON BUYER POSSESSION IN ALL OTHER CASES. THE GOODS REMAIN THE PROPERTY OF SELLER UNTIL PAID FOR IN FULL. GOODS ARE SOLD SUBJECT TO SELLER'S TERMS OF SALE AND VENDORS' TERMS OF SALE, COPIES OF WHICH ARE AVAILABLE UPON REQUEST. E & OE. Please visit our website for company information and product promotions.

Branch ID#: 138 Group ID#: 9018

Invoice

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States
Tel: 863-467-2127
Fax: 863-467-8367
E-mail: cyberelectric99@gmail.com

Invoice number:	**3092**
Invoice date:	Oct. 02, 2024
File #	5595
Job type:	Invoice
Job date:	Aug. 30, 2024
Client code:	Village of Indiantown
Customer Ref. #:	PO 136 WTP VFD CHANGE OUT
User:	
Page number:	1

Billing address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Approved for payment by Patrick Nolan
Director of Utilities & Public Works

Site address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Work Description

SCOPE:

We were called to the site on two separate occasions to troubleshoot the 40HP high-service pump VFD. On both occasions, settings were adjusted to make the motor and the drive operational again. On the last visit, when speaking with Eaton technical support, they concluded that there was a faulty board within the drive that was intermittently overheating and would occasionally need to be power cycled to correct the issue.
We were instructed to obtain pricing and availability to replace the board in the VFD. Unfortunately, the board is no longer available, and Eaton recommends replacing the entire drive. This quote/ Invoice is to replace the entire VFD.

Proposal excludes the following :

1] Patching or repair of any Concrete / Pavement / Landscaping / or any other existing structures.
2] Any overtime or work to be performed outside of our regular 4 day 10 hour work week. 7 a.m. to 5. p.m.
3] Concrete/ Rebar or Pumping of concrete.
4] Clean up or Removal of any hazardous waste.
5] Underground obstructions and the work it takes to get around or thru them.
6] Existing unforseen on site conditions.
7] Any impact fees/state fees/Utility fees (I.E. FPL or Glades elect.) not shown in the above quote.
8] Bonding Cost if required.
9] Any engineering of plans provided by the owner/engineer and used for quoting with out the proper compensation for such work.
10] We take no responsibility for fiber optic cables that are supplied by others and installed by Cyber. Unless the cable is tested to show no damage before we install it.
11] Supply of aggregate or fill dirt or base rock for manholes
12] Clearing or dewatering of any sort

Summary	**Total ($)**
Subtotal	13,774.80
Total	**$13,774.80**

Terms

INVOICE IS DUE AND PAYABLE UPON RECEIPT

1] Any Changes to the original Quoted work will only be performed upon a signed change order to our office. The work will then be

Water

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States

Invoice number:	**3092**
Invoice date:	Oct. 02, 2024
File #	5595
Page number:	2

Terms

performed at T&M rates of $90.00 per man hour as well as 20 % on materials.In addition right of access and removal is granted to Cyber Electric of Central Fl. inc. in the event of non payment under this contract .

2] In the event that this invoice is not paid as per terms or becomes 10 days past due . The customer agrees that all cost affiliated with the collection of this invoice as well as intrest @ 1.5 % daily or an annual rate of 18% will be sought by our attorney at time of collection.

Client Name: _____

Date: _____

Signature: _____
I hereby acknowledge the satisfactory completion of the above described work

Invoice

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States
Tel: 863-467-2127
Fax: 863-467-8367
E-mail: cyberelectric99@gmail.com

Invoice number:	**3093**
Invoice date:	Oct. 02, 2024
File #	5610
Job type:	Invoice
Job date:	Oct. 02, 2024
Client code:	Village of Indiantown
Customer Ref. #:	WWTP Emerg Serv Call PO 143
User:	
Page number:	1

Billing address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Approved for payment by Patrick Nolan
Director of Utilities & Public Works

Site address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Work Description

9/21/24 PO143

Emergency service call for wastewater treatment plant main lift station.

Was called the site by Ivan to take a look at the wastewater treatment plant lift station as it was not functioning properly. After sequencing and testing it was found that the lag float was no longer working. The Plant had an extra lag float available but it wasn't long enough so we used it as the alarm float and move the alarm float to the lag float location and adjusted the Heights. Upon completion all is working. I also troubleshooted the indicator lamps for the pumps running and they need bulb replacements. The lift station contacts also chatter quite a bit and we are ordering new contact points for the starters. The starters and Bulbs will be on a separate po. That number will be po144 and we will return to install them once they are delivered to the shop.

David - 5 hrs

Proposal excludes the following :

1] Patching or repair of any Concrete / Pavement / Landscaping / or any other existing structures.
2] Any overtime or work to be performed outside of our regular 4 day 10 hour work week. 7 a.m. to 5. p.m.
3] Concrete/ Rebar or Pumping of concrete.
4] Clean up or Removal of any hazardous waste.
5] Underground obstructions and the work it takes to get around or thru them.
6] Existing unforseen on site conditions.
7] Any impact fees/state fees/Utility fees (I.E FPL or Glades elect) not shown in the above quote.
8] Bonding Cost if required.
9] Any engineering of plans provided by the owner/engineer and used for quoting with out the proper compensation for such work.
10] We take no responsibility for fiber optic cables that are supplied by others and installed by Cyber. Unless the cable is tested to show no damage before we install it.
11] Supply of aggregate or fill dirt or base rock for manholes
12] Clearing or dewatering of any sort

Summary	**Total ($)**
Subtotal	1,870.00
Total	**$1,870.00**

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States

Invoice number:	**3093**
Invoice date:	Oct. 02, 2024
File #	5610
Page number:	2

Terms

INVOICE IS DUE AND PAYABLE UPON RECEIPT

1] Any Changes to the original Quoted work will only be performed upon a signed change order to our office. The work will then be performed at T&M rates of $90.00 per man hour as well as 20 % on materials.In addition right of access and removal is granted to Cyber Electric of Central Fl. inc. in the event of non payment under this contract .

2] In the event that this invoice is not paid as per terms or becomes 10 days past due . The customer agrees that all cost affiliated with the collection of this invoice as well as intrest @ 1.5 % daily or an annual rate of 18% will be sought by our attorney at time of collection.

Client Name: _____

Date: _____

Signature: _____
I hereby acknowledge the satisfactory completion of the above described work

Invoice

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States
Tel: 863-467-2127
Fax: 863-467-8367
E-mail: cyberelectric99@gmail.com

Invoice number:	**3094**
Invoice date:	Oct. 02, 2024
File #	5611
Job type:	Invoice
Job date:	Oct. 02, 2024
Client code:	Village of Indiantown
Customer Ref. #:	PO 144 WWTP LS
User:	
Page number:	1

Approved for payment by Patrick Nolan
Director of Utilities & Public Works

Billing address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Site address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Work Description

SCOPE : PO144

WWTP lift station contact replacement and run light replacement.
Receive parts at shop. Went to site and installed new contacts in both of the lift station control panel starters and replaced the lamps for the Run lights.

Afterwards we went to lift station number 6 to investigate what would be needed to change the pumps to 5 horsepower. The lift station is already set up for two five horsepower pumps and the only thing that will be needed is to adjust the overloads which are a dial setting in the starters themselves to the added Motors full load amps on their name plates.

10/1/24
David and Adrian 5 hours each

Proposal excludes the following :

1] Patching or repair of any Concrete / Pavement / Landscaping / or any other existing structures.
2] Any overtime or work to be performed outside of our regular 4 day 10 hour work week. 7 a.m. to 5. p.m.
3] Concrete/ Rebar or Pumping of concrete.
4] Clean up or Removal of any hazardous waste.
5] Underground obstructions and the work it takes to get around or thru them.
6] Existing unforseen on site conditions.
7] Any impact fees/state fees/Utility fees (I.E. FPL or Glades elect.) not shown in the above quote.
8] Bonding Cost if required.
9] Any engineering of plans provided by the owner/engineer and used for quoting with out the proper compensation for such work.
10] We take no responsibility for fiber optic cables that are supplied by others and installed by Cyber. Unless the cable is tested to show no damage before we install it.
11] Supply of aggregate or fill dirt or base rock for manholes
12] Clearing or dewatering of any sort

Summary	**Total ($)**
Subtotal	4,347.50
Total	**$4,347.50**

GraybaR

INVOICE

Invoice Questions Please Call
772-828-4300

Remit to:
GRAYBAR ELECTRIC COMPANY, INC.
PO BOX 403062
ATLANTA GA 30384-3062

Invoice No: 9339065570
Invoice Date: 09/24/2024
Account Number: 219452
Account Name: CYBER ELECTRIC OF CENT FL

Bill-To:
CYBER ELECTRIC OF CENT FL
5424 State Road 70 East
OKEECHOBEE FL 34972-8892
USA

Ship-To:
CYBER ELECTRIC OF CENT FL
5424 State Road 70 East
OKEECHOBEE FL 34972-8892
USA

PO # : 144/VOI WWTP LS RPL PARTS SO# : 386578345

Del.Doc.#:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
8055094988	1Z7R68R60300012351	UPS	09/24/2024	SF SERVICE CENTER	S/P - F/A	

Ordered By: Dave Shockley

Quantity	Catalog # / Description	Unit Price / Unit	Amount
2	9998SL7 SCHNEIDER ELECTRIC USA INC CONTACTOR+ STARTER CONTACT KIT 600VAC 3A	717.43 / 1 #	1,434.86

- Indicates Taxable Item

Terms of Payment
15 20th Prox., net 15th Prox.
As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total:	1,434.86
Freight:	0.00
Handling:	0.00
Tax:	100.44
Total Due:	1,535.30
Cash Discount(if paid within terms):	14.35-

SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED ON WWW.GRAYBAR.COM

Invoice

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States
Tel: 863-467-2127
Fax: 863-467-8367
E-mail: cyberelectric99@gmail.com

Invoice number:	**3095**
Invoice date:	Oct. 04, 2024
File #	5612
Job type:	Invoice
Job date:	Oct. 04, 2024
Client code:	Village of Indiantown
Customer Ref. #:	PO 148 WTP Exhaust Fan
User:	
Page number:	1

Billing address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Approved for payment by Patrick Nolan
Director of Utilities & Public Works

Site address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Work Description

PO 148

SCOPE : Called to site to demo the existing chlorine room exhaust fan and install a new one. The new exhaust fan was provided by owner. We demoed and disconnected the existing exhaust fan. We went to install the new exhaust fan but the new exhaust fan was a little larger than the existing exhaust fan so the opening had to be modified and cut larger. Once we increase the size of the opening we installed the new exhaust fan. When we went to wire the new exhaust fan we noticed there was no ground in the conduit. We removed the switch cover that controls the light in the room as that is where the exhaust fan was pipe from and there was no ground in the conduit going down to the switch from above either. We took the light apart in the room ,drilled and tapped and ground at the Box. We then installed a new ground wire from the light down to the switch and from the switch to the exhaust fan. We terminated all wires and the exhaust fan was working upon completion.

David and Adrian 5 hours each

Proposal excludes the following :

1] Patching or repair of any Concrete / Pavement / Landscaping / or any other existing structures.
2] Any overtime or work to be performed outside of our regular 4 day 10 hour work week. 7 a.m. to 5. p.m.
3] Concrete/ Rebar or Pumping of concrete.
4] Clean up or Removal of any hazardous waste.
5] Underground obstructions and the work it takes to get around or thru them.
6] Existing unforseen on site conditions.
7] Any impact fees/state fees/Utility fees (I.E. FPL or Glades elect.) not shown in the above quote.
8] Bonding Cost if required.
9] Any engineering of plans provided by the owner/engineer and used for quoting with out the proper compensation for such work.
10] We take no responsibility for fiber optic cables that are supplied by others and installed by Cyber. Unless the cable is tested to show no damage before we install it.
11] Supply of aggregate or fill dirt or base rock for manholes
12] Clearing or dewatering of any sort

Summary	**Total ($)**
Subtotal	2,290.00
Total	**$2,290.00**

Invoice

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States
Tel: 863-467-2127
Fax: 863-467-8367
E-mail: cyberelectric99@gmail.com

Invoice number:	3096
Invoice date:	Oct. 14, 2024
File #	5613
Job type:	Invoice
Job date:	Oct. 14, 2024
Client code:	Village of Indiantown
Customer Ref. #:	PO #147 LS 7 VFD
User:	
Page number:	1

Billing address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Site address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Work Description

SCOPE for Po 147 Lift Station 7 VFD Repairs

10/1/24 Was called to site to check on the vfd inside the control panel for the station 7. The vfd appeared to be working fine but the fan was no longer working. While troubleshooting the vfd a ground wire was loose inside the enclosure and grounded out on the bottom of the drive effectively killing it the rest of the way and it no longer worked.

I contacted Ivan. I had let him know of the situation and we were instructed to find a drive quickly as possible as the lift station is critical. I contacted Howard from Howard Woodrow and Associates to inquire about getting a drive as quickly as possible. Howard was able to find a drive that afternoon that they had in stock that we would be able to make work.

After reviewing the drive and checking the dimensions he was correct in the drive would fit in the given area within the control panel. We arranged for Howard to meet us on site on 10/2/24 to install the new vfd. Adrian and I arrived early in order to remove the existing drive from the control panel and also to cut an access within the dead front of the control panel for the new vfd. We then unwired and remove the existing vfd.

Once Howard arrived with the replacement we drilled and tap the back plate and install the new vfd in place. We then wired the new vfd into the existing controls and existing feeders and motor load and tested the drive.

Woodrow and Associates then did all the programming to the vfd and commissioning. We had an issue initially with the motor drawing too much amperage but I believe it was due to being clogged. We rewired the motor to run in Reverse for a little while and then upon changing polarity back to the correct polarity the clog was gone and the motor ran perfectly within the correct range of full load amps. Upon completion the drive was working appropriately.

The breaker that feeds the vfd is oversized and the existing wires would not fit in the vfd we were able to modify the wires and make it work temporarily. I have ordered the correct size breaker and I also have the correct size wire to replace existing wire. Once the breaker arrives at the shop we will return to install the correct breaker and install the correct size wires.

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States

Invoice number:	**3096**
Invoice date:	Oct. 14, 2024
File #	5613
Page number:	2

10/4/24
Went to the shop to pick up the 30 amp breaker that was delivered from Graybar. Drove to lift station number six removed the existing 40 amp two pole breaker and installed the new two pole 30 amp breaker on the DIN rail. Removed existing oversized wires and installed number 10 THHN from the breaker to the new vfd. Turned the power back on tested the drive everything worked appropriately

There is material on a ticket from Graybar for the two pole 30 amp breaker and there is an invoice from Howard Woodrow and Associates for their part of the work involving supplying and startup and commissioning of the new replacement Drive. There is also an invoice at ww lumber for this PO.

10/1/24
David 6 and Adrian 2 hours

10/2/24
David and Adrian 5 hours

10/4/24
David 6 hours

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States

Invoice number:	**3096**
Invoice date:	Oct. 14, 2024
File #	5613
Page number:	3

Proposal excludes the following :

1] Patching or repair of any Concrete / Pavement / Landscaping / or any other existing structures.
2] Any overtime or work to be performed outside of our regular 4 day 10 hour work week. 7 a.m. to 5. p.m.
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4] Clean up or Removal of any hazardous waste.
5] Underground obstructions and the work it takes to get around or thru them.
6] Existing unforseen on site conditions.
7] Any impact fees/state fees/Utility fees (I.E FPL or Glades elect.) not shown in the above quote.
8] Bonding Cost if required.
9] Any engineering of plans provided by the owner/engineer and used for quoting with out the proper compensation for such work.
10] We take no responsibility for fiber optic cables that are supplied by others and installed by Cyber. Unless the cable is tested to show no damage before we install it.
11] Supply of aggregate or fill dirt or base rock for manholes
12] Clearing or dewatering of any sort

Summary	**Total ($)**
Subtotal	6,630.02
Total	**$6,630.02**

Terms

INVOICE IS DUE AND PAYABLE UPON RECEIPT

1] Any Changes to the original Quoted work will only be performed upon a signed change order to our office. The work will then be performed at T&M rates of $90.00 per man hour as well as 20 % on materials.In addition right of access and removal is granted to Cyber Electric of Central Fl. inc. in the event of non payment under this contract .

2] In the event that this invoice is not paid as per terms or becomes 10 days past due . The customer agrees that all cost affiliated with the collection of this invoice as well as intrest @ 1.5 % daily or an annual rate of 18% will be sought by our attorney at time of collection.

Client Name: _____

Date: _____

Signature: _____
I hereby acknowledge the satisfactory completion of the above described work

Invoice

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States
Tel: 863-467-2127
Fax: 863-467-8367
E-mail: cyberelectric99@gmail.com

Invoice number:	**3097**
Invoice date:	Oct. 14, 2024
File #	5614
Job type:	Invoice
Job date:	Oct. 14, 2024
Client code:	Village of Indiantown
Customer Ref. #:	PO 151 Emer. Gen. Connection
User:	
Page number:	1

Billing address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Site address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Work Description

Scope for PO 151 Emergency Generator Connection at Lift Station #1

10/9/24
Was called out to site for emergency purposes. Martin County was supplying the village of Indiantown with a generator to feed lift station number 1 for emergency backup for during Hurricane Milton. Got the site and waited for emergency services to arrive with the generator. Connected the generator to the lift station Outlet. Upon checking the service wires coming into the lift station the high leg of the three phase 240 volt incoming power from the generator was on the wrong phase. This was corrected inside the manual transfer switch as to not cause damage to the lift station. The emergency generator was started and the lift station was operating without issue.

David 10 hours Over Time

10/11/24
Went back to site and removed power cord from generator to manual transfer switch. Reconnected the proper polarity inside of the manual transfer switch so that it would be set up to work off of the village of indiantown's generators. Transferred power back to utility power and the lift station was working correctly upon completion.

David 5 hours

Proposal excludes the following :

1] Patching or repair of any Concrete/ Pavement/ Landscaping / or any other existing structures.
2] Any overtime or work to be performed outside of our regular 4 day 10 hour work week. 7 a.m. to 5. p.m.
3] Concrete/ Rebar or Pumping of concrete.
4] Clean up or Removal of any hazardous waste.
5] Underground obstructions and the work it takes to get around or thru them.
6] Existing unforseen on site conditions.
7] Any impact fees/state fees/Utility fees (I.E. FPL or Glades elect.) not shown in the above quote.

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States

Invoice number:	**3097**
Invoice date:	Oct. 14, 2024
File #	5614
Page number:	2

8] Bonding Cost if required.
9] Any engineering of plans provided by the owner/engineer and used for quoting with out the proper compensation for such work.
10] We take no responsibility for fiber optic cables that are supplied by others and installed by Cyber. Unless the cable is tested to show no damage before we install it.
11] Supply of aggregate or fill dirt or base rock for manholes
12] Clearing or dewatering of any sort

Summary	**Total ($)**
Subtotal	4,740.00
Total	**$4,740.00**

Terms

INVOICE IS DUE AND PAYABLE UPON RECEIPT

1] Any Changes to the original Quoted work will only be performed upon a signed change order to our office. The work will then be performed at T&M rates of $90.00 per man hour as well as 20 % on materials.In addition right of access and removal is granted to Cyber Electric of Central Fl. inc. in the event of non payment under this contract .

2] In the event that this invoice is not paid as per terms or becomes 10 days past due . The customer agrees that all cost affiliated with the collection of this invoice as well as intrest @ 1.5 % daily or an annual rate of 18% will be sought by our attorney at time of collection.

Client Name: _____

Date: _____

Signature: _____
I hereby acknowledge the satisfactory completion of the above described work

Invoice

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States
Tel: 863-467-2127
Fax: 863-467-8367
E-mail: cyberelectric99@gmail.com

Invoice number:	**3098**
Invoice date:	Oct. 17, 2024
File #	5616
Job type:	Invoice
Job date:	Oct. 17, 2024
Client code:	Village of Indiantown
Customer Ref. #:	PO # 153 Generator Cord conn.
User:	
Page number:	1

Billing address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Site address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Work Description

SCOPE : PO # 153

Was called out to the VOI wastewater treatment plant to inspect the new generator and to configure the generator to the same configuration as the existing Village of Indiantown generators. Checked the existing generator configuration and rewired the new generator to match the existing generators configuration. The wires for the generator cable had to be re-terminated and retrimmed as the original owners didn't trim enough insulation back from The Wire when they terminated them. Also tightened up the insulated blocks between the feeder lugs on the distribution portion of the generator. The existing generator plug on the end of the cord needs to be replaced as the screws are too corroded to undo and fix. A new generator receptacle end has been ordered and we will return to site to change it out once it's received.

Also went to lift station 6 on Lincoln to investigate power issues with the lift station. The main breaker in the main disconnect is not functioning properly and is only allowing voltage to go through the B phase intermittently. New breaker has been ordered and we will return the site to install the new breaker once the 25 horsepower pumps have been received.

David 5 hours

1] Patching or repair of any Concrete / Pavement / Landscaping / or any other existing structures.
2] Any overtime or work to be performed outside of our regular 4 day 10 hour work week. 7 a.m. to 5. p.m
3] Concrete/ Rebar or Pumping of concrete.
4] Clean up or Removal of any hazardous waste.
5] Underground obstructions and the work it takes to get around or thru them.
6] Existing unforseen on site conditions.
7] Any impact fees/state fees/Utility fees (I.E. FPL or Glades elect.) not shown in the above quote.
8] Bonding Cost if required.
9] Any engineering of plans provided by the owner/engineer and used for quoting with out the proper compensation for such work.
10] We take no responsibility for fiber optic cables that are supplied by others and installed by Cyber. Unless the cable is tested to show no damage before we install it.
11] Supply of aggregate or fill dirt or base rock for manholes

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States

Invoice number:	**3098**
Invoice date:	Oct. 17, 2024
File #	5616
Page number:	2

Summary	**Total ($)**
Subtotal	5,296.56
Total	**$5,296.56**

Terms

INVOICE IS DUE AND PAYABLE UPON RECEIPT

1] Any Changes to the original Quoted work will only be performed upon a signed change order to our office. The work will then be performed at T&M rates of $90.00 per man hour as well as 20 % on materials.In addition right of access and removal is granted to Cyber Electric of Central Fl. inc. in the event of non payment under this contract .

2] In the event that this invoice is not paid as per terms or becomes 10 days past due . The customer agrees that all cost affiliated with the collection of this invoice as well as intrest @ 1.5 % daily or an annual rate of 18% will be sought by our attorney at time of collection.

Client Name: _____

Date: _____

Signature: _____
I hereby acknowledge the satisfactory completion of the above described work.

INVOICE

CITY ELECTRIC SUPPLY

C.E.S. (TX Div Accounts Office)
P.O. Box 131811
Dallas, TX 75313

Invoice Number:	WB1/613058
Invoice Date:	10/15/24
Your Order Number:	153
License Plate #:	CESONLINE
Account #:	01380239001

C.E.S. (Okeechobee)
1111 SW Park Street
Okeechobee, FL 34972

Phone: 863-357-3444
Fax: 863-357-3340
Email: Okeechobee0138@cityelectricsupply.com
Delivery Info:

CITY ELECTRIC SUPPLY
1111 SW PARK STREET
OKEECHOBEE
FL
34972

CYBER ELECTRIC OF CENTRAL FLA
3384 NW 18TH STREET,
OKEECHOBEE, FL 34972

QTY	Item	Description	$ Price	Per	Disc	$ Goods
1	SIEMENS INDUS Q360	3P 60A 240V CB	55.95	E		55.95

Payment to: C.E.S. (TX Div Accounts Office) P.O. Box 131811 Dallas, TX 75313

TO PAY ONLINE VISIT www.cityelectricsupply.com

Goods Total:	$	55.95
Tax Rate:		7.00%
Tax Total:	$	3.92
Total	$	59.87

FOR COMPLETE TERMS OF SALE, SEE SELLER'S ONLINE T&Cs AT CITYELECTRICSUPPLY.COM RISK OF LOSS IN THE GOODS PASSES TO BUYER: (i) UPON DELIVERY TO BUYER'S DESIGNATED DELIVERY SITE IF GOODS ARE DELIVERED IN SELLER'S OWN VEHICLE, OR (ii) AT THE POINT OF SHIPMENT VIA DROPSHIP OR THIRD PARTY CARRIER, OR (iii) UPON BUYER POSSESSION IN ALL OTHER CASES. THE GOODS REMAIN THE PROPERTY OF SELLER UNTIL PAID FOR IN FULL. GOODS ARE SOLD SUBJECT TO SELLER'S TERMS OF SALE AND VENDORS' TERMS OF SALE, COPIES OF WHICH ARE AVAILABLE UPON REQUEST E & OE. Please visit our website for company information and product promotions

Branch ID#: 138 Group ID#: 9018

3451 OLEANDER AVE
FORT PIERCE FL 34982-6537
Phone: 772-828-4306
Fax: 772-465-8905

To: CYBER ELECTRIC OF CENT FL
5424 State Road 70 East
OKEECHOBEE FL 34972-8892
Attn: Dave Shockley
Phone: 863-4672127
Fax: 863-4678367
Email: brian.wigginton@graybar.com

Date: 10/15/2024
Proj Name: 153
GB Quote #: 0247253551
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 10/15/2024
Valid To: 11/14/2024
Contact: Brian Wigginton
Email: Brian.Wigginton@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		**1 EA**	**ABB ELECTRICAL**	**JPS1044FR**	RS JPS1044FR 100A PLG 4P4W J LINE 600V	**$2,185.13**	**1**	**$2,185.13**

GB Part #: 90000836 UPC #: 70891712899

Item Note: ***** SHIPPING FROM FACTORY WAREHOUSE IN BYHALIA, MS PLUS FREIGHT, ALLOW 5-7 BUSINESS DAYS TO LEAVE FACTORY FLOOR AFTER RECEIPT OF ORDER + TRANSIT TIME. *****

Total in USD (Tax not included): $2,185.13

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist

To learn more about Graybar, visit our website at www.graybar.com **24-Hour Emergency Phone#: 1-800-GRAYBAR**

Invoice

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States
Tel: 863-467-2127
Fax: 863-467-8367
E-mail: cyberelectric99@gmail.com

Invoice number:	**3100**
Invoice date:	Oct. 21, 2024
File #	5618
Job type:	Invoice
Job date:	Oct. 21, 2024
Client code:	Village of Indiantown
Customer Ref. #:	PO #141 VOI WTP Tank Mixer
User:	
Page number:	1

Billing address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Site address:

Village of Indiantown
Attn: Patrick Nolan
15516 SW Osceola ST. Suite B
Indiantown, Florida 34956
United States
Tel: 772-597-2201
Cell: 772-341-3098

Work Description

SCOPE : Po 141

9/19/24

David 4 hours
Engineering cables to the mixer and ordering cables from Nassau cable.

10/7/24
Picked up material from shop and went to site at the water treatment plant. Began layout for conduits and core drilling. Core drilled hole from locker room area into pump room area. Began installing supports for new power conduit. Began running new power conduit.

10/7/24

David 6
Cam 5
Marshal 5
Jeff 5
Adrian 5

Approved for payment by Patrick Nolan
Director of Utilities & Public Works

10/11/24

Cored new hole in exterior wall for new power conduit to mixer. Ran 1-1/4 conduit inside pump room and upstairs along floor. Finished inch and a quarter conduit from pump room into locker room area and terminated it in panel. Removed existing Twisted shoulder pair to tank level from conduit. Installed temporary Conduit on the ground out to tank in order to run the tank transmitter signal cable out to the tank temporarily. Repulled existing wire into temporary conduit, fastened wire temporarily to fence and got tank transmitter back online. Put flagging along temporary conduit so that it would be visible.

10/11/24

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States

David 6 hours
Jeff 5
Cameron 6
Marshall 6
Adrian 5

10/14/24

Dave Jeff and Adrian 8 hours, Cameron 7 hours
David 4 hours

Finished installation of inch and a half PVC for mixer feeder on exterior wall and sealed hole and block. Install the mixer feeders, future float wire, and analog signal cable from pump room out to storage tank. This pulls through four different pull boxes to get from the electric room to the storage tank. Pull power wire in its own conduit to panel mounted in the locker room and re-pulled the new future float cable and analog signal back to the Rafa control panel. Assembled mixer motor.

10/15/24

Dave / Jeff and Adrian 8 hours
David 3 hours

Removed Vent from center of the ground storage tank. Was able to figure out a way to support the chain that goes down for removing the mixer. Installed the mixer in the tank and fastened off the support chain. Ran conduit from existing junction box on the side of the tank up to the vent opening in order to feed the mixer motor. Pulled three number 12s in the conduit and terminated them and a junction box near the vent opening for the mixer motor cord.

Install the mixer control panel on the side of the ground storage tank, also installed a disconnect switch for the mixer control panel and installed a GFI for service work at the ground storage tank as well. Terminated the wire at the ground storage tank for the mixer / control panel, disconnect switch and GFI receptacle.

Terminated wires inside the locker room area panel for the mixer and the service receptacle. Re-terminated the 4 to 20 signal to the level transmitter at the Rafa control panel. Upon completion the transmitter was reading the correct level and the mixer motor was working correctly.

We need to check for invoices from graybar, City electric, and Nassau wiring cable for PO141

Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States

Invoice number:	**3100**
Invoice date:	Oct. 21, 2024
File #	5618
Page number:	3

Proposal excludes the following :

1] Patching or repair of any Concrete / Pavement / Landscaping / or any other existing structures.
2] Any overtime or work to be performed outside of our regular 4 day 10 hour work week. 7 a.m. to 5. p.m.
3] Concrete/ Rebar or Pumping of concrete.
4] Clean up or Removal of any hazardous waste.
5] Underground obstructions and the work it takes to get around or thru them.
6] Existing unforseen on site conditions.
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8] Bonding Cost if required.
9] Any engineering of plans provided by the owner/engineer and used for quoting with out the proper compensation for such work.
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12] Clearing or dewatering of any sort

Summary	**Total ($)**
Subtotal	24,763.74
Total	**$24,763.74**

Terms

INVOICE IS DUE AND PAYABLE UPON RECEIPT

1] Any Changes to the original Quoted work will only be performed upon a signed change order to our office. The work will then be performed at T&M rates of $90.00 per man hour as well as 20 % on materials.In addition right of access and removal is granted to Cyber Electric of Central Fl. inc. in the event of non payment under this contract .

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Cyber Electric of Central Fl. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States

Invoice number:	**3100**
Invoice date:	Oct. 21, 2024
File #	5618
Page number:	4

Client Name: _____

Date: _____

Signature: _____
I hereby acknowledge the satisfactory completion of the above described work

C.E.S. (Okeechobee)
1111 SW Park Street, Okeechobee, FL,
34972.

Phone: 863-357-3444
Fax: 863-357-3340
Email: Okeechobee0138@cityelectricsupply.com

PACKING SLIP

OKE/258858

Date: 07 Oct 2024

CITY ELECTRIC SUPPLY COMPANY

Entered by: Paul Politsch

CYBER ELECTRIC OF CENTRAL FLA
3384 NW 18TH STREET,
OKEECHOBEE, FL
34972

Delivery Details:
CYBER ELECTRIC OF CENTRAL FLA
5424 FL 70 E

Account: 01380239001

Red metal building in front of propertOrder Number: 141
OKEECHOBEE
FL
34974

Qty	Item	Description	$ Price	Per	$ Goods
30	PIPE GALV125	1-1/4" GALVANIZED CONDUIT	380.32	C	114.10
50	PIPE PVC125SCH80	1-1/4" PVC SCH 80	131.14	C	65.57
100	PIPE PVC075SCH80	3/4" PVC SCH 80	72.59	C	72.59
3	WI LB125	ALUM CONDULET LB 1-1/4" W/ GSKT & COVER	2340.30	C	70.21
1	PVC-F FA12	1 1/4 FEMALE ADAPTER	113.38	C	1.13
6	TOPAZ ELECTRIC 254M	1-1/4" MAL COMP CPLG	3181.00	C	190.86
10	WI UPC1 1/4	UNIVERSAL PIPE CLAMP 1-1/4	226.02	C	22.60
2	TOPAZ ELECTRIC 334	1-1/4" INSUL GRND BUSHING LAYIN	658.00	C	13.16
8	TOPAZ ELECTRIC 284	1-1/4" STEEL LOCKNUT	46.62	C	3.73
8	TOPAZ ELECTRIC 834TZ	1-1/4" Plastic Bushing	45.74	C	3.66
1	F4P PMT34-3000	3/4" PRINTED MEAS/PULL TAPE 3000FT	826.50	E	826.50
10	BLINE B24SH-120GLV	1-5/8 X 1-5/8" 14G STRUT	550.00	C	55.00
2	PVC-F TA12	1 1/4 TERMINAL ADAPTER	88.97	C	1.78
2	TOPAZ ELECTRIC 284	1-1/4" STEEL LOCKNUT	46.62	C	0.93
2	TOPAZ ELECTRIC 834TZ	1-1/4" Plastic Bushing	45.74	C	0.91
3	PVC-F LB12	1 1/4 TYPE LB ACCESS FITTINGS	890.40	C	26.71
1	SIEMENS INDUS ECHS125	HUB 1-1/4"	16.85	E	16.85
10	TOPAZ ELECTRIC 542	3/4" RIGID 2 HOLE STRAP	32.29	C	3.23
1	PVC-F TA07	3/4 TERMINAL ADAPTER	65.72	C	0.66
1	TOPAZ ELECTRIC 282	3/4" STEEL LOCKNUT	17.68	C	0.18
1	TOPAZ ELECTRIC 832TZ	3/4" PLASTIC BUSHING	21.99	C	0.22

WG/01

C.E.S. (Okeechobee)
1111 SW Park Street, Okeechobee, FL,
34972.

Phone: 863-357-3444
Fax: 863-357-3340
Email: Okeechobee0138@cityelectricsupply.com

PACKING SLIP

OKE/258858

Date: 07 Oct 2024

CITY ELECTRIC SUPPLY COMPANY

CYBER ELECTRIC OF CENTRAL FLA
3384 NW 18TH STREET,
OKEECHOBEE, FL
34972

Entered by: Paul Politsch

Delivery Details:
CYBER ELECTRIC OF CENTRAL FLA
5424 FL 70 E

Red metal building in front of propertOrder Number: 141
OKEECHOBEE
FL
34974

Account: 01380239001

Qty	Item	Description	$ Price Per	$ Goods
4	TOPAZ ELECTRIC 264M	1-1/4" MAL COMP CONN	2259.00 C	90.36
10	TOPAZ ELECTRIC 544	1-1/4" RIGID 2 HOLE STRAP	68.56 C	6.86
2	F4P FIRE FOAM	FIREBLOCKING FOAM SEALANT ORANGE 12 OZ	12.93 E	25.86

Signature: _____ Print Name: _____

Pulled: _____ Checked: _____

Goods Total: $1613.66
Tax Total: $112.96
Total: $1726.62

THE RISK IN THE GOODS SHALL PASS TO THE BUYER ON DELIVERY, BUT THE GOODS REMAIN THE PROPERTY OF THE SELLER UNTIL PAID FOR.
GOODS ARE SOLD ACCORDING TO VENDORS AND OUR OWN CONDITIONS OF SALE, COPIES OF WHICH ARE AVAILABLE UPON REQUEST.

E&OE

WG/01

INVOICE

CITY ELECTRIC SUPPLY

C.E.S. (TX Div Accounts Office)
P.O. Box 131811
Dallas, TX 75313

Invoice Number:	OKE/258979
Invoice Date:	10/14/24
Your Order Number:	PO# 141
Account #:	01380239001

C.E.S. (Okeechobee)
1111 SW Park Street
Okeechobee, FL 34972

Phone: 863-357-3444
Fax: 863-357-3340
Email: Okeechobee0138@cityelectricsupply.com
Delivery Info:

> P/U BY DAVID S <

CYBER ELECTRIC OF CENTRAL FLA
3384 NW 18TH STREET,
OKEECHOBEE, FL 34972

QTY	Item	Description	$ Price	Per	Disc	$ Goods
1	SIEMENS INDUS QF120A	Brkr Qpf2 Gfci 5MA 1P 120V 20A 10KA	49.95	E		49.95
1	P & S PS20AC2W	20A 120/277VAC B&S WIRE DP SW	21.38	E		21.38
2	PVC-F FSE07	3/4 FSE F-SERIES SINGLE GANG BOXES	1095.56	C		21.91
1	WTSC	(078900)WP TOGGLE SW CVR VSC 15/10	1412.70	C		14.13
2	PVC-F FA07	3/4 FEMALE ADAPTERS	63.04	C		1.26
6	WI NM075	WI NON MET LQD TTE COND 3/4"X100 FT	113.12	C		6.79
8	WI NMFS075	WI 2PC STRAIGHT CONN 3/4"	160.00	C		12.80
1	P & S 2097TRWRW	20A 125V SELF-TEST TR WR GFCI RCPT WHT	28.43	E		28.43
1	INTERMATIC WP1150C	1G VERT/HOR WP COVER	19.36	E		19.36

Payment to: C.E.S. (TX Div Accounts Office) P.O. Box 131811 Dallas, TX 75313

TO PAY ONLINE VISIT www.cityelectricsupply.com

Goods Total:	$	176.01
Tax Rate:		7.00%
Tax Total:	$	12.33
Total	$	188.34

Branch ID#: 138 Group ID#: 9018

C.E.S. (Okeechobee)
1111 SW Park Street, Okeechobee, FL,
34972.

*****COPY***** PACKING SLIP

OKE/258997

Phone: 863-357-3444
Fax: 863-357-3340
Email: Okeechobee0138@cityelectricsupply.com

Date: 14 Oct 2024

Page 1/1

CITY ELECTRIC SUPPLY COMPANY

Entered by: Paul Politsch

CYBER ELECTRIC OF CENTRAL FLA
3384 NW 18TH STREET,
OKEECHOBEE, FL
34972

Delivery Details:
CYBER ELECTRIC OF CENTRAL FLA
5424 FL 70 E

Account: 01380239001

Red metal building in front of propertOrder Number: 141
OKEECHOBEE
FL
34974

Qty	Item	Description	$ Price	Per	$ Goods
1	CES3802J	0222-6513 3/16 X 1-1/4 HEX MASONRY SC	23.29	E	23.29
1	MILWAUKEE 49-66-4582	SHOCKWAVE IMPACT DUTY 1/4 X 6 MAGNETIC N	7.47	E	7.47
20	PVC-F PS07	3/4 PIPE STRAP-2HOLES	75.29	C	15.06
3	PVC-F TA07	3/4 TERMINAL ADAPTER	65.72	C	1.97
4	TOPAZ ELECTRIC 282	3/4" STEEL LOCKNUT	17.68	C	0.71
4	TOPAZ ELECTRIC 832TZ	3/4" PLASTIC BUSHING	21.99	C	0.88

Signature: _____ Print Name: _____

Goods Total: $49.38
Tax Total: $3.46
Total: $52.84

Pulled: _____ Checked: _____

THE RISK IN THE GOODS SHALL PASS TO THE BUYER ON DELIVERY, BUT THE GOODS REMAIN THE PROPERTY OF THE SELLER UNTIL PAID FOR.
GOODS ARE SOLD ACCORDING TO VENDORS AND OUR OWN CONDITIONS OF SALE, COPIES OF WHICH ARE AVAILABLE UPON REQUEST.

E&OE

WG/01

C.E.S. (Okeechobee)
1111 SW Park Street, Okeechobee, FL,
34972.

Phone: 863-357-3444
Fax: 863-357-3340
Email: Okeechobee0138@cityelectricsupply.com

*****COPY***** PACKING SLIP

OKE/258973

Date: 14 Oct 2024

Page 1/1

CITY ELECTRIC SUPPLY COMPANY

Entered by: Paul Politsch

CYBER ELECTRIC OF CENTRAL FLA
3384 NW 18TH STREET,
OKEECHOBEE, FL
34972

Delivery Details:
CYBER ELECTRIC OF CENTRAL FLA
5424 FL 70 E
Red metal building in front of propert
OKEECHOBEE
FL
34974

Account: 01380239001

Order Number: 141

Qty	Item	Description	$ Price Per	$ Goods
20	BLINE B24SH-120GLV	1-5/8 X 1-5/8" 14G STRUT	375.00 C	75.00 *
60	PIPE PVC125SCH80	1-1/4" PVC SCH 80	131.14 C	78.68
1	PVC-F JB664	6X6X4 JUNCTION BOXES	2698.82 C	26.99
20	PVC-F PS12	1 1/4 PIPE STRAP-2HOLES	83.99 C	16.80
4	PVC-F LB12	1 1/4 TYPE LB ACCESS FITTINGS	890.40 C	35.62
4	PVC-F FA07	3/4 FEMALE ADAPTERS	63.04 C	2.52
4	PVC-F FA10	1 FEMALE ADAPTER	80.94 C	3.24
4	ARLINGTON LPCG757	3/4" LP STRAIN RELIEF CORD CONN	450.02 C	18.00
4	TOPAZ ELECTRIC 283	1" STEEL LOCKNUT	28.27 C	1.13
2	TOPAZ ELECTRIC 284	1-1/4" STEEL LOCKNUT	46.62 C	0.93
2	TOPAZ ELECTRIC 834TZ	1-1/4" Plastic Bushing	45.74 C	0.91
4	PVC-F TA12	1 1/4 TERMINAL ADAPTER	88.97 C	3.56

Signature: _____ Print Name: _____

Pulled: _____ Checked: _____

Goods Total: $263.38
Tax Total: $18.44
Total: $281.82

THE RISK IN THE GOODS SHALL PASS TO THE BUYER ON DELIVERY, BUT THE GOODS REMAIN THE PROPERTY OF THE SELLER UNTIL PAID FOR.
GOODS ARE SOLD ACCORDING TO VENDORS AND OUR OWN CONDITIONS OF SALE, COPIES OF WHICH ARE AVAILABLE UPON REQUEST.

E&OE

WG/01

C.E.S. (Okeechobee)
1111 SW Park Street, Okeechobee, FL,
34972.

Phone: 863-357-3444
Fax: 863-357-3340
Email: Okeechobee0138@cityelectricsupply.com

*****COPY***** PACKING SLIP

OKE/259028

Date: 15 Oct 2024

Page 1/1

CITY ELECTRIC SUPPLY COMPANY

Entered by: Paul Politsch

CYBER ELECTRIC OF CENTRAL FLA
3384 NW 18TH STREET,
OKEECHOBEE, FL
34972

Delivery Details:
CYBER ELECTRIC OF CENTRAL FLA
5424 FL 70 E

Red metal building in front of propertOrder Number:
OKEECHOBEE
FL
34974

Account: 01380239001

141

Qty	Item	Description	$ Price Per	$ Goods
1	SIEMENS INDUS Q220	2P 20A 120/240V CB	12.25 E	12.25

Signature: _____ Print Name: _____

Pulled: _____ Checked: _____

Goods Total:	$12.25
Tax Total:	$0.86
Total:	$13.11

THE RISK IN THE GOODS SHALL PASS TO THE BUYER ON DELIVERY, BUT THE GOODS REMAIN THE PROPERTY OF THE SELLER UNTIL PAID FOR.

GOODS ARE SOLD ACCORDING TO VENDORS AND OUR OWN CONDITIONS OF SALE, COPIES OF WHICH ARE AVAILABLE UPON REQUEST.

E&OE

WG/01

505 Northern Boulevard Suite 209
Great Neck NY 11021
Phone (516) 482-6313 Fax 516-960-0589
www.nassauelectrical.com

Electrical Wholesaling
NNC RANKS IN EW'S TOP 150 RANKING 2024

DATE: September 25, 2024
INVOICE #: 3110368

PLEASE REMIT TO: NASSAU NATIONAL CABLE PO BOX 222152 GREAT NECK NY 11022

BILL TO:
CYBER ELECTRIC OF CENTRAL FLORIDA INC
5424 STATE RD 70 E
OKEECHOBEE, FL 34972
UNITED STATES

SHIP TO:
CYBER ELECTRIC OF CENTRAL FLORIDA INC
5424 STATE RD 70 E
OKEECHOBEE, FL 34972
UNITED STATES

COMMENTS OR SPECIAL INSTRUCTIONS:

SALESPERSON	CUSTOMER PO #	SHIP DATE	TRACKING	SHIP VIA	TERMS
SD	PO141 VOI WTP TANK MIXER				NET 30

LINE#	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	600	BELDEN 6502UE (1X600')	$ 0.23000	$ 138.00
2	600	16 AWG 1PR 600V CU PVC-NYLON/PVC PAIRS POS (1X600')	$ 0.48000	$ 288.00
3	600	BELDEN 29525C (1X600')	$ 6.20000	$ 3,720.00

ITEMS ON THIS INVOICE ARE NON-CANCELLABLE NON-RETURNABLE

NASSAU NATIONAL CABLE IS NOT RESPONSIBLE FOR CLAIMED SHORTAGES ON LENGTHS ONCE MATERIAL IS CUT, ALTERED OR REMOVED FROM THE REEL. ALL ITEMS IN FEET AND CURRENCY IN USD UNLESS SPECIFIED OTHERWISE
NASSAU DOES NOT GUARANTEE ANY DELIVERY TIMES UNLESS SPECIFIED ON THE QUOTE.
NASSAU NATIONAL CABLE DOES NOT ACCEPT ANY SHORTAGES UNLESS CLAIMED WITHIN 1 DAY OF DELIVERY.
NASSAU ENCOURAGES ALL CUSTOMERS TO INSPECT MATERIAL PRIOR TO USE. NASSAU DOES NOT ACCEPT RETURNS OF CUT OR TERMINATED WIRE.
NASSAU ENCOURAGES ALL CUSTOMERS TO VERIFY LENTHS, AND DAMAGES DURING RECEIPT OF GOOD AND CLEARLY MARK AS SUCH ON THE CARRIERS DELIVERY RECEIPT.
NASSAU DOES NOT ACCEPT RETURNS AFTER 14 DAYS.

PRODUCT TOTAL	DISCOUNT	FREIGHT	MISCELLANEOUS	TAX	INVOICE TOTAL
$ 4,146.00	$ -				$ 4,146.00

Make all checks payable to Nassau National Cable Company
For questions contact email mkasteard@nassaunationalcable.com

+ Tax .07

THANK YOU FOR YOUR BUSINESS!

INVOICE TERMS

Cyber Electric of Central Florida Inc

5424State Road 70 E Okeechobee FL 34972
Ph: 863-467-2127 Fax: 863-467-8367
Email: cyberelectric99@gmail.com
License Number: EC13002257

Cyber Electric of Central Florida Inc – LABOR RATES INFORMATION

	Straight Time/Hr	OT 1.5x/Hr	OT 2x/ Hr	Per Diem
Admin(min 1hr per job)	$70.00	$105.00	$140.00	GSA Rate
EC Engineering	$145.00	$217.50	$290.00	GSA Rate
EC Project Manager	$120.00	$180.00	$240.00	GSA Rate
EC Site Safety Person	$80.00	$120.00	$160.00	GSA Rate
EC Site Foreman	$100.00	$150.00	$200.00	GSA Rate
EC Electrical(Journeyman)	$79.00	$118.50	$158.00	GSA Rate
EC Electrical(Apprentice)	$68.00	$102.00	$136.00	GSA Rate

Standard Rates – Standard rates apply to a normal work day which is 10 hours worked per day. A standard work week consists of 4 normal business days Monday through Thursday and excludes weekends and holidays.

Overtime 1.5x – Friday and Saturday or hours worked on normal business days greater than 10 hours but not exceeding 12 hours per day

Overtime 2x – Sundays, holidays, normal business days greater than 12 hours a work day.

Delays – Site initiated stand downs, work delays due to unforeseeable circumstances, competing work schedules, weather, lightning etc are considered billable time and will be shown as such on the invoice

Minimum Billable Time – A minimum of 5 hours will be billed for work performed.

Travel and Lodging/Per Diem – Charges will be charged for all days associated with the assigned work including weekends, holidays, and travel days

Travel Time – Travel Time is charged according to the table above. From and to the point of origination.

Materials and Rental Equipment – Will be marked up 20% according to standard pricing policy

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETING DATE: November 14, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING SPECIFIED CORRECTED UTILITY RATES FOR FISCAL YEAR 2024-2025; AND PROVIDING FOR FINDINGS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

SUMMARY OF ITEM: During the Village Council Meeting on August 22, 2024, a public hearing was held to adopt a revision to water and sewer rates for Fiscal Year 2024-2025. A schedule of proposed rates with notice of public hearing was included with all rate payer's monthly bills for the August 1st billing in accordance with Chapter 180 Florida Statutes. The proposed rates were adopted by Council under Resolution 006-2024.

Subsequent to this meeting it was determined that three of the non-residential rates adopted by Council were not in accordance with the rate study approved that supported the revised fees. The rates that were advertised are as follows:

- General Services Non-Residential Water Consumption Rate - The adopted rate was $2.96 per 1,000 gallons. The correct rate is $3.43 per 1,000 gallons.
- Private Fire Protection Services Consumption Rate - The adopted rate was $2.96 per 1,000 gallons. The correct rate is $3.43 per 1,000 gallons.
- General Services Non-Residential Wastewater Consumption Rate - The adopted rate was $6.13 per 1,000 gallons. The correct rate is $6.03 per 1,000 gallons.

Pursuant to Florida Statutes, a revised rate schedule with these three corrected rates were mailed to all rate payers in advertisement of a second public hearing to be held at the November 14 council meeting. If adopted by Council, the revised corrected rates will become effective December 1st, 2024

FISCAL IMPACT STATEMENT: Adoption of the revised corrected non-residential general services rates will ensure the Village recovers approximately $14,000 in additional net water revenue throughout the remainder of Fiscal Year 2024-2025.

RECOMMENDATION: Staff recommends approval of the corrected water and sewer rates for compliance

with the previously adopted water and sewer rate study.

PREPARED BY: Michael Florio, Financial Services Director DATE: 11/8/2024

ATTACHMENTS:
Description
Resolution XXX-2024

VILLAGE OF INDIANTOWN, FLORIDA

RESOLUTION NO. XXX-2024

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING SPECIFIED CORRECTED UTILITY RATES FOR FISCAL YEAR 2024-2025; AND PROVIDING FOR FINDINGS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Village has the authority and power to set its water and wastewater utility rates under Chapter 40 of the Village of Indiantown Code of Ordinances; and

WHEREAS, on August 22, 2024, the Village adopted Resolution No. 006-2024, "A Resolution of the Village Council of Indiantown, Florida, Adjusting Water and Wastewater Utility Rates for Fiscal Year 2024-2025 and Authorizing Subsequent Annual Adjustments of Water and Wastewater Utility Rates Based on a Specified Price Index; Providing for Findings, Conflicts, Severability, and an Effective Date," adjusting existing monthly water and wastewater rates for the Village and the Village's Utility Service Area; and

WHEREAS, Resolution No. 006-2024 incorporated an updated Water and Wastewater Rate Schedule as Exhibit "A," which was to detail the proposed adjustment of the utility rates for the Fiscal Year 2024-2025, based on a study conducted by a third-party consultant, Raftelis Financial Consultants, Inc., (the "Consultant"); and

WHEREAS, it has come to the Village Council's attention that there were typographical/calculation errors concerning three of the rates contained in the adopted Water and Wastewater Rate Schedule (specifically, the General Services Non-Residential Water Consumption Rate, the Private Fire Protection Services Consumption Rate, and the General Services Non-Residential Wastewater Consumption Rate), as they do not accurately reflect the adjustment of the utility rates for the Fiscal Year 2024-2025 as recommended by the Consultant; and

WHEREAS, the Village Council finds and determines that a correction of such rates is necessary, fair, and equitable, and would promote health, safety, welfare, and morals of the Village residents.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and by this reference are hereby incorporated herein and made an integral part hereof as though fully set forth herein and adopted as findings of the Village Council of the Village of Indiantown.

SECTION 2. ADOPTION OF THE SPECIFIED CORRECTED UTILITY RATES. The Water and Wastewater Rate Schedule adopted as Exhibit "A" to Resolution No. 006-2024 is hereby amended to reflect the following corrected utility rates:

1) **General Services Non-Residential Water Consumption Rate** – The erroneously adopted rate of $2.96 per 1,000 gallons is hereby revised to the correct updated rate of $3.43 per 1,000 gallons.

2) **Private Fire Protection Services Consumption Rate** – The erroneously adopted rate of $2.96 per 1,000 gallons is hereby revised to the correct updated rate of $3.43 per 1,000 gallons.

3) **General Services Non-Residential Wastewater Consumption Rate** – The erroneously adopted rate of $6.13 per 1,000 gallons is hereby revised to the correct updated rate of $6.03 per 1,000 gallons.

The corrected utility rates reflected above are hereby approved and adopted for the Fiscal Year 2024-2025, to go into effect as of December 1, 2024. All other rates contained within Exhibit "A" of Resolution No. 006-2024, which are not explicitly corrected above, shall remain in full force and effect for the Fiscal Year 2024-2025. Concerning the adjustment of the aforementioned rates pursuant to Section 3 of Resolution No. 006-2024, such adjustments shall be calculated based on the corrected rates set forth above.

SECTION 3. AUTHORIZATION TO TAKE ACTIONS TO EFFECTUATE THE CORRECTED UTILITY RATES. The Village Manager is authorized and directed to implement the corrected rates for Fiscal Year 2024-2025, as reflected in Section 2, to go into effect as of December 1, 2024. These corrected rates shall be in full force and effect pursuant to this Resolution, and no further Resolution or Council action shall be necessary to effectuate such corrected rates as specified below.

SECTION 4. 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(are) 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 5. CONFLICTS. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption, but the corrected utility rates as reflected in Section 2 shall go into effect as of December 1, 2024.

ADOPTED this 14th day of November, 2024.

Village of Indiantown, Florida

ATTEST:

_____
Carmine Dipaolo
Mayor

_____
LaRhonda McBride
Village Clerk

Reviewed for Form
and Correctness:

_____
Wade C. Vose, Esq.
Village Attorney

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETING DATE: November 14, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: ORDINANCE NO. 010-2024 - AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, AMENDING THE VILLAGE OF INDIANTOWN'S TRANSITIONAL CODE OF ORDINANCES TO REPEAL SPECIFIED CHAPTERS THAT HAVE BEEN RENUMBERED, NO LONGER EXIST, OR RELATE EXCLUSIVELY TO COUNTY FUNCTIONS OR PROGRAMS; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

SUMMARY OF ITEM: This ordinance is part of a multi-step process to transition from the Village's Transitional Code of Ordinances to the Village own Code of Ordinances.

Pursuant to the Village Charter as adopted by the Florida Legislature, the ordinances of Martin County in place at the time of the passage of the referendum on the creation of the Village (November 8, 2017) serve as the transitional ordinances of the Village, subject to modification by the Village Council pursuant to applicable Florida law. The Village Charter provided similar transitional status within the Village for the Martin County Comprehensive Plan and the Martin County Land Development Regulations.

Previous legislative efforts of the Village since incorporation have focused primarily on the formulation and adoption of the Village's own comprehensive plan and land development regulations, due to statutory requirements setting specific deadlines for adoption, and their primary regulatory importance in the context of a growing and developing Village.

This ordinance is intended to help focus the Village's efforts toward transition to the Village's own Code of Ordinances, by repealing those chapters of the Transitional Code of Ordinances that have been renumbered, no longer exist, or relate exclusively to a County function or program. Essentially, this ordinance is intended as a first round of refining or "cleaning out" the Transitional Code, to narrow it down to those portions that may be appropriately transferred to the Village's own Code.

There will likely be at least one more round of refining or "cleaning out" the Transitional Code during this process, as the chapters of the Transitional Code that this ordinance leave intact contain a large number of sections that would also be appropriate to remove as relating exclusively to a County function or program. This step-by-step process is being undertaken to help keep the revisions understandable to the Council, staff, and the public.

Along with this ordinance, another ordinance is also being proposed at this meeting transitioning the Code Enforcement provisions of the Transitional Code into Chapter 2 of the Village's own Code of Ordinances. Please note that this will actually be the second chapter of the Village's own Code of Ordinances that the Council has adopted, as the Council adopted and has subsequently amended Chapter 40 ("Utilities") of the Village Code of Ordinances in conjunction with the Village's acquisition of the water and wastewater system.

FISCAL IMPACT STATEMENT: n/a

RECOMMENDATION: Staff recommends that the Village Council approve the ordinance on first reading.

PREPARED BY: Wade Vose, Village Attorney DATE: 11/6/2024

ATTACHMENTS:

Description

VOI Ordinance No. 010-2024 - First Round Transition from Transitional Code 11-08-24

EXHIBIT A - Repealed Chapters - VOI Ordinance No. 010-2024

VILLAGE OF INDIANTOWN, FLORIDA
ORDINANCE NO. 010-2024

AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, AMENDING THE VILLAGE OF INDIANTOWN'S TRANSITIONAL CODE OF ORDINANCES TO REPEAL SPECIFIED CHAPTERS THAT HAVE BEEN RENUMBERED, NO LONGER EXIST, OR RELATE EXCLUSIVELY TO COUNTY FUNCTIONS OR PROGRAMS; 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 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 shall remain in place until and unless rescinded by action of the Village Council and shall 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, the Village Council previously superseded the Martin County Comprehensive Plan as the transitional comprehensive plan of the Village pursuant to Section 11(6) of Ch. 195-2017, Laws of Florida, by the adoption of Ordinance No. 15-2019, adopting the Village of Indiantown Comprehensive Plan; and

WHEREAS, the Village Council previously repealed the Martin County Land Development Regulations as transitional ordinances/transitional land development regulations of the Village by the adoption of Ordinance No. 07-2020, adopting the Village of Indiantown Land Development Regulations; and

WHEREAS, the Village Council finds it appropriate to repeal those chapters of the Transitional Code of Ordinances that have been renumbered, no longer exist, or relate

exclusively to a County function or program, as a useful step toward the Village Council's compilation of a Village of Indiantown Code of Ordinances; and

WHEREAS, it is the legislative intent of the Village Council that this Ordinance's repeal of the referenced chapters as portions of the Village's Transitional Code of Ordinances shall not render repealed, be deemed to conflict with, or otherwise impugn the effectiveness of the Martin County Code of Ordinances within the Village of Indiantown in accordance with Article VIII, Section 1(f) of the Florida Constitution.

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 upon codification of this Ordinance, such findings shall be codified under this section.

SECTION 2. CHAPTERS OF TRANSITIONAL CODE OF ORDINANCES REPEALED. The following chapters of the Village of Indiantown Transitional Code of Ordinances, attached hereto and incorporated herein as Composite Exhibit "A", are hereby repealed, with findings as set forth below:

Chapters of Transitional Code of Ordinances Repealed

Chapter No.	Chapter Title	Finding – Reason for Repeal
Ch. 2	Alcoholic Beverages	Renumbered[1] as Ch. 5
Ch. 3	Airports And Aircraft	Transferred to MC LDRs[2]
Ch. 4	Animals	Renumbered as Ch. 9
Ch. 5	Beaches, Parks and Recreation	Renumbered as Ch. 17
Ch. 6	Building And Housing Regulations	Renumbered as Ch. 21
Ch. 7 ¼	Art In Public Places	Renumbered as Ch. 13
Ch. 7 1/3	Community Redevelopment Agency	Renumbered as Ch. 39
Ch. 7 ½	Cable Communication	Renumbered as Ch. 25
Ch. 7 5/8	Capital Improvement Projects	Renumbered as Ch. 29
Ch. 7 ¾	Construction Industry Licensing	Renumbered as Ch. 34

[1] "Renumbered" indicates that Martin County's codification of the Martin County Code of Ordinances as of the Village's November 7, 2017 referendum listed the referenced chapter by chapter number and title, but with a notation that the chapter had been renumbered. Repeal of such chapters is to document that they are no longer in effect by such reference.

[2] "MC LDRs" means Martin County Land Development Regulations.

Ch. 8	Courts	Renumbered as Ch. 47
Ch. 8	Anchoring and Mooring	Relates exclusively to a County function or program – Regulates specific areas of County outside of the Village boundaries.
Ch. 9	Drainage And Irrigation	Renumbered as Ch. 55
Ch. 9½	Disaster And Emergency Management	Renumbered as Ch. 51
Ch. 10	Elections	Renumbered as Ch. 59
Ch. 11	Electrical Regulations	Renumbered as Ch. 63
Ch. 12	Environmental Control	Renumbered as Ch. 67, and portions transferred to MC LDRs
Ch. 13	Finance And Taxation	Renumbered as Ch. 71
Ch. 13	Art In Public Places	Relates exclusively to a County function or program – An "Art in Public Places" program
Ch. 14	Flood Damage Prevention	Transferred to MC LDRs
Ch. 14 ½	Firearms	Renumbered as Ch. 75
Ch. 15	Fire Prevention and Protection	Renumbered as Ch. 79
Ch. 16	Fish And Wildlife	Renumbered as Ch. 83
Ch. 18	Health	Renumbered as Ch. 87
Ch. 19	Junk and Junkyards	Renumbered as Ch. 91
Ch. 20	Jury Commission	Renumbered as Ch. 95
Ch. 21	Juvenile and Mental Detention Homes	Renumbered as Ch. 99
Ch. 23	Land Use Generally	Renumbered as Ch. 103, portions transferred to MC LDRs
Ch. 24	Libraries	Renumbered as Ch. 107
Ch. 24 ¼	Miscellaneous Provisions	Renumbered as Ch. 111
Ch. 24 ½	Motor Vehicles and Traffic	Renumbered as Ch. 115
Ch. 24 ¾	Occupational License Taxes	Renumbered as Ch. 123
Ch. 24 7/8	Newsracks	Renumbered as Ch. 119
Ch. 25	Personnel	Renumbered as Ch. 127
Ch. 26	Plumbing	Renumbered as Ch. 131
Ch. 27	Public Lands	Renumbered as Ch. 139
Ch. 27½	Procurement	Renumbered as Ch. 135
Ch. 28	Railroads	Renumbered as Ch. 143
Ch. 29	Schools	Renumbered as Ch. 147
Ch. 29½	Solid Waste	Renumbered as Ch. 151
Ch. 30	Streets, Roads and Bridges	Renumbered as Ch. 155
Ch. 30½	Subdivisions	Transferred to MC LDRs
Ch. 31	Water And Sewers	Renumbered as Ch. 159, and portions transferred to MC LDRs

Ch. 32	Welfare	Renumbered as Ch. 163
Ch. 33	Zoning	Transferred to MC LDRs
Ch. 34	Comprehensive Growth Management Plan	Superseded by the adoption of the Village of Indiantown Comprehensive Plan by Ordinance No. 15-2019
Ch. 35	Zoning Regulations	Repealed and reserved, with similar provisions found in MC LDRs
Ch. 47	Courts	Relates exclusively to a County function or program – Administration of the court system
Ch. 51	Disaster And Emergency Management	Relates exclusively to a County function or program – Implements the County's mandatory emergency management function
Ch. 59	Elections	Relates exclusively to a County function or program – Countywide election registration regulations
Ch. 75	Firearms	Relates exclusively to a County function or program – Exercise of County firearm local option under Article VIII, Section 5.(b), Florida Constitution
Ch. 95	Jury Commission	Relates exclusively to a County function or program – Jury Commission
Ch. 99	Juvenile and Mental Detention Homes	Relates exclusively to a County function or program – Juvenile and Mental Detention Homes
Ch. 103	Land Use Generally	Superseded by the adoption of the Village of Indiantown Land Development Regulations by Ordinance No. 07-2020.
Ch. 107	Libraries	Relates exclusively to a County function or program – Martin County Library System
Ch. 127	Personnel/Human Resources	Relates exclusively to a County function or program – Sheriff's Office employment regulations, insurance for constitutional officers, etc.
Ch. 147	Schools	Relates exclusively to a County function or program – Martin County School Board
Ch. 163	Welfare	Relates exclusively to a County function or program – Indigent health care, juvenile services

SECTION 3. REMAINING CHAPTERS OF TRANSITIONAL CODE OF ORDINANCES. For the purposes of appropriately documenting the process of the Village's transition from a transitional code of ordinances, the Village Council finds that the following chapters of the Village of Indiantown Transitional Code of Ordinances remain in effect, except as otherwise amended, modified, or repealed by ordinances of the Village Council adopted subsequent to the incorporation of the Village:

Chapters of Transitional Code of Ordinances Presently In Effect

Chapter No.	Chapter Title
Chapter 1	Administration
Chapter 5	Alcoholic Beverages
Chapter 9	Animals
Chapter 17	Beaches, Parks and Recreation
Chapter 21	Building and Housing Regulations
Chapter 25	Cable Communication
Chapter 29	Capital Improvement Projects
Chapter 39	Community Redevelopment Agency
Chapter 43	Construction Industry Licensing
Chapter 55	Drainage and Irrigation
Chapter 67	Environmental Control
Chapter 71	Finance and Taxation
Chapter 79	Fire Prevention and Protection
Chapter 83	Fish and Wildlife
Chapter 87	Health
Chapter 91	Junk and Junkyards
Chapter 111	Miscellaneous Provisions
Chapter 115	Motor Vehicles and Traffic
Chapter 119	Newsracks
Chapter 123	Local Business Taxes
Chapter 135	Procurement
Chapter 139	Public Lands
Chapter 143	Railroads
Chapter 151	Solid Waste
Chapter 155	Streets, Roads and Bridges
Chapter 159	Water And Sewers

Such reference to the aforementioned chapters of the Village of Indiantown Transitional Code of Ordinances and findings relating thereto are not intended to, and shall not be construed to, readopt such chapters.

SECTION 4. 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 5. 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 4 through 7 of this Ordinance shall not be codified, and due to its transitional nature, the balance may be codified as an appendix or historical note. The codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 6. CONFLICTS. All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

SECTION 7. 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.

ATTEST:

_____
LaRhonda McBride
Village Clerk

Village of Indiantown, Florida

_____
Carmine Dipaolo
Mayor

REVIEWED FOR FORM
AND CORRECTNESS:

_____
Wade C. Vose, Esq.
Village Attorney

Chapter 2 ALCOHOLIC BEVERAGES [1]

Chapter 2 (Alcoholic Beverages) has been renumbered as Code Chapter 5 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 2 (Alcoholic Beverages) has been renumbered as Code chapter 5. (Back)

Chapter 3 AIRPORTS AND AIRCRAFT [1]

Chapter 3 (Airports and Aircraft) has been transferred to the Land Development Regulations and is included therein as Article 4, Division 12 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 3 (Airports and Aircraft) has been transferred to the Land Development Regulations (volume 2 of the Code) and is included therein as art. 4, div. 12. (Back)

Chapter 4 ANIMALS [1]

Chapter 4 (Animals) has been renumbered as Code Chapter 9 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 4 (Animals) has been renumbered as Code chapter 9. (Back)

Chapter 5 BEACHES, PARKS AND RECREATION [1]

Chapter 5 (Beaches, Parks and Recreation) has been renumbered as Code Chapter 17 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 5 (Beaches, Parks and Recreation) has been renumbered as Code chapter 17. (Back)

Chapter 6 BUILDING AND HOUSING REGULATIONS [1]

Chapter 6 (Building and Housing Regulations) has been renumbered as Code Chapter 21 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 6 (Building and Housing Regulations) has been renumbered as Code chapter 21. (Back)

Chapter 7¼ ART IN PUBLIC PLACES [1]

Chapter 7¼ (Art in Public Places) has been renumbered as Code Chapter 13 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 7¼ (Art in Public Places) has been renumbered as Code chapter 13. (Back)

Chapter 71/3 COMMUNITY REDEVELOPMENT AGENCY [1]

Chapter 7 1/3 (Community Redevelopment Agency) has been renumbered as Code Chapter 39 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 7 (Community Redevelopment Agency) has been renumbered as Code chapter 39. (Back)

Chapter 7½ CABLE COMMUNICATION [1]

Chapter 7½ (Cable Communication) has been renumbered as Code Chapter 25 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 7½ (Cable Communication) has been renumbered as Code chapter 25. (Back)

Chapter 75/8 CAPITAL IMPROVEMENT PROJECTS [1]

Chapter 7 5/8 (Capital Improvement Projects) has been renumbered as Code Chapter 29 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 7 (Capital Improvement Projects) has been renumbered as Code chapter 29. (Back)

Chapter 7¾ CONSTRUCTION INDUSTRY LICENSING [1]

Chapter 7¾ (Construction Industry Licensing) has been renumbered as Code Chapter 43 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 7¾ (Construction Industry Licensing) has been renumbered as Code chapter 43. (Back)

Chapter 8 COURTS [1]

Chapter 8 (Courts) has been renumbered as Code Chapter 47 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 8 (Courts) has been renumbered as Code chapter 47. (Back)

Chapter 8 ANCHORING AND MOORING

ARTICLE 1. - REGULATION OF MOORING FIELDS

ARTICLE 2. - ANCHORING AND MOORING PILOT PROGRAM

ARTICLE 1. REGULATION OF MOORING FIELDS

Sec. 8.1. Definitions.

For the purpose of this article, the following words, terms and phrases shall have the meaning set forth herein. Words used or defined in one tense or form shall include other tenses or derivative forms. Words in the singular shall include the plural and words in the plural shall include the singular. The words "must" and "shall" and "will" are mandatory. The words "may" and "should" are permissive. Words not defined shall be given their common and ordinary meaning.

County Administrator shall mean the County Administrator of Martin County, or his/her designee.

Harbormaster shall mean the individual designated by the County Administrator to enforce the provisions of the Jensen Beach Mooring Field Plan.

Jensen Beach Mooring Field means that certain project authorized by the Florida Department of Environmental Protection pursuant to Environmental Resource Permit No. 43-0298844-001 and by the U.S. Army Corps of Engineers pursuant to Permit No. SAJ-2009-04438(IP-CF) located in the Indian River, Martin County, Florida adjacent to the Jensen Beach Causeway and described as follows:

PARCEL "A"

THAT PART OF THE SOVEREIGN LANDS OF THE STATE OF FLORIDA THAT LIES WITHIN THE FOLLOWING DESCRIBED LANDS:

A PARCEL OF SOVEREIGN SUBMERGED LANDS LYING IN THE INDIAN RIVER, MARTIN COUNTY, FLORIDA AND BEING ADJACENT TO SECTION 15 TOWNSHIP 37 SOUTH, RANGE 41 EAST; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 4" X 4" CONCRETE MONUMENT AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, PROCEED N04'28'20"E A DISTANCE OF 778.82 FEET TO A 3 1/2" FOOT BRASS DISK AT THE CENTERLINE INTERSECTION OF N.E. INDIAN RIVER DRIVE (COUNTY ROAD 707) AND THE JENSEN BEACH CAUSEWAY (STATE ROAD 732); THENCE N72'23'17"E ALONG THE CENTERLINE OF SAID STATE ROAD 732 A DISTANCE OF 2,424.20 FEET TO A POINT; THENCE S25'19'32"E A DISTANCE OF 573.51 FEET TO A POINT IN THE INDIAN RIVER, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED SUBMERGED LANDS EASEMENT; THENCE S25'19'32"E A DISTANCE OF 1190.02 FEET; THENCE S61'02'27"W A DISTANCE OF 465.45 FEET; THENCE S65'54'40"W A DISTANCE OF 577.05 FEET; THENCE N26'10'02"W A DISTANCE OF 696.64 FEET; THENCE S67'09'28"W A DISTANCE OF 161.89 FEET; THENCE N20'57'58"W A DISTANCE OF 775.37 FEET; THENCE N78'45'59"E A DISTANCE OF

668.75 FEET; THENCE N73'22'44"E A DISTANCE OF 62.64 FEET; THENCE N77'02'31"E A DISTANCE OF 454.47 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1,493,518 SQUARE FEET, OR 34.29 ACRES MORE OR LESS. TOGETHER WITH:

PARCEL "B"

THAT PART OF THE SOVEREIGN LANDS OF THE STATE OF FLORIDA THAT LIES WITHIN THE FOLLOWING DESCRIBED LANDS:

A PARCEL OF SOVEREIGN SUBMERGED LANDS LYING IN THE INDIAN RIVER, MARTIN COUNTY, FLORIDA AND BEING ADJACENT TO SECTION 15 TOWNSHIP 37 SOUTH, RANGE 41 EAST; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 4" X 4" CONCRETE MONUMENT AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, PROCEED N04'28'20"E A DISTANCE OF 778.82 FEET TO A 3 1/2" FOOT BRASS DISK AT THE CENTERLINE INTERSECTION OF N.E. INDIAN RIVER DRIVE (COUNTY ROAD 707) AND THE JENSEN BEACH CAUSEWAY (STATE ROAD 732); THENCE N72'23'17"E ALONG THE CENTERLINE OF SAID STATE ROAD 732 A DISTANCE OF 1,510.90 FEET TO A POINT; THENCE S19'34'50"E A DISTANCE OF 165.25 FEET TO A POINT ON THE WET FACE OF A CONCRETE BULKHEAD AND THE MEAN HIGH WATER LINE OF THE INDIAN RIVER (ELEVATION -0.46' NAVD 88), SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED SUBMERGED LANDS EASEMENT; THENCE S19'34'50"E INTO THE WATERS OF THE INDIAN RIVER A DISTANCE OF 188.19 FEET TO A POINT; THENCE S70'25'10"W A DISTANCE OF 204.39 FEET TO A POINT; THENCE N19'34'50"W A DISTANCE OF 33.43 FEET TO A POINT; THENCE N70'22'47"E A DISTANCE OF 198.39 FEET TO A POINT; THENCE N19'34'50"W A DISTANCE OF 154.66 FEET TO A POINT ON THE WET FACE OF A CONCRETE BULKHEAD AND THE MEAN HIGH WATER LINE OF THE INDIAN RIVER; THENCE N70'43'54"E ALONG SAID BULKHEAD AND MEAN HIGH WATER LINE A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 7,774.751 SQUARE FEET, OR 0.178 ACRES MORE OR LESS.

Vessel is synonymous with boat as referenced in Section 1(b), Article VII of the State Constitution and includes every description of watercraft, barge and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on the water.

(Ord. No. 911, pt. 1, 4-24-2012)

Sec. 8.2. Operation and use of the Jensen Beach Mooring Field.

8.2.A. The Jensen Beach Mooring Field Management Plan (Plan) approved pursuant to Environmental Resource Permit No. 43-0298844-001 and the U.S. Army Corps of Engineers Permit No. SAJ-2009-04438(IP-CF) and incorporated herein by reference establishes the rules and regulations for the operation and use of the Jensen Beach Mooring Field. The Plan applies to any vessels, owners, crew, guests, or any person entering the Jensen Beach Mooring Field. Failure to comply with the Plan shall constitute a violation of this Article and shall be sufficient grounds for ejection from the Jensen Beach Mooring Field and/or other legal action as determined appropriate by the County Administrator.

8.2.B. Pursuant to Section 2.1 of the Plan, the anchoring of any vessel within the marked boundaries of the Jensen Beach Mooring Field is prohibited unless approved by the Harbormaster.

8.2.C. Pursuant to Section 2.1 of the Plan, no vessel shall occupy any mooring within the Jensen Beach Mooring Field without the approval of the Harbormaster.

8.2.D. Sections 8.2.A, 8.2.B, and 8.2.C shall become effective and the requirements included therein subject to enforcement after the buoys and the associated information/regulatory uniform waterway markers depicting the boundaries of the Jensen Beach Mooring Field are in place.

(Ord. No. 911, pt. 1, 4-24-2012)

Secs. 8.3—8.9. Reserved.

ARTICLE 2. ANCHORING AND MOORING PILOT PROGRAM

Sec. 8.10. Intent and purpose.

The purpose of this article is to implement the provisions of F.S. § 327.4105, by developing and testing policies and regulatory regimes that: promote the establishment and use of properly permitted mooring fields; promote public access to the waters of this state; enhance navigational safety; protect maritime infrastructure; protect the marine environment; and deter improperly stored, abandoned, or derelict vessels.

(Ord. No. 925, pt. 1, 1-15-2013)

Sec. 8.11. Definitions.

For the purpose of this article, the following words, terms and phrases shall have the meaning set forth herein. Words used or defined in one tense or form shall include other tenses or derivative forms. Words in the singular shall include the plural and words in the plural shall include the singular. The words "must" and "shall" and "will" are mandatory. The words "may" and "should" are permissive. Words not defined shall be given their common and ordinary meaning.

Maritime infrastructure means seawalls, docks, and piers.

Occupied means boarding and remaining on a vessel for recreational activities consuming 12 or more consecutive hours in any 24 consecutive hour period of time; for the preparation, service and consumption of meals or for sleeping; for a period of time in excess of that required for the completion of maintenance or repair activities; or for securing or protecting the vessel in a time of emergency or severe weather.

Properly permitted mooring field means that certain area designated for the mooring of vessels that has been approved as such and permitted by all applicable state and federal agencies.

Stored vessel shall mean any vessel not under the direct supervision and control of person capable of operating the vessel and promptly moving the vessel.

Vessel is synonymous with boat as referenced in Section 1(b), Article VII of the State Constitution and includes every description of watercraft, barge and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on the water.

(Ord. No. 925, pt. 1, 1-15-2013)

Sec. 8.12. Pilot program area within the City of Stuart.

8.12.A. The City of Stuart Pilot Program Area is depicted on Exhibit A, City of Stuart Pilot Program Area, attached to Ord. No. 925, which is part of the following described area:

All waters of the St. Lucie River including the North and South Fork, from shoreline to shoreline, including creeks and tributaries: bounded on the east by a line drawn from the north shoreline at 27 13.070 N, 80 13.240 W to the southern shoreline at 27 12.335 N, 80 13.240 W of the St. Lucie River bounded on the south by the Palm City Bridge in the South Fork of the St. Lucie River and bounded on the northwest by a line drawn from the north shoreline at 27 12.925 N, 80 16.690 W to the southern shoreline at 27 12.330 N, 80 16.538 W of the North Fork of the St. Lucie River.

8.12.B. The provisions of section 8.12.C through 8.12.H shall apply only within the City of Stuart Pilot Program Area.

8.12.C. In order to promote the establishment and use of properly permitted mooring fields and protect maritime infrastructure, anchoring and mooring of occupied or stored vessels is prohibited within 150 feet outside of the marked boundary of any properly permitted mooring field.

8.12.D. There shall be no anchoring of vessels between the City of Stuart mooring field and the eastern shoreline running adjacent to the mooring field.

8.12.E. In order to protect maritime infrastructure, promote public access to the water and enhance navigational safety, anchoring and mooring of occupied or stored vessels is prohibited within 150 feet of any maritime infrastructure.

8.12.F. Notwithstanding sections 8.12.C, 8.12.D and 8.12.E, vessels may anchor or moor in areas otherwise prohibited in the event of a temporary mechanical breakdown or when imminent or existing extreme weather conditions would impose an unreasonable risk of harm to persons or property, in which case vessels may remain anchored or moored until the vessel is repaired, which shall occur within five business days or seven calendar days, whichever is greater, or in the event of extreme weather, until weather conditions improve. In the case of mechanical breakdown, additional time may be granted by the City Manager or their designee if the repairs cannot be completed in the allotted time. Such extension shall be done in consultation with the captain, operator or other authorized person to determine the need for such extension.

8.12.G. In order to deter improperly stored, abandoned or derelict vessels, any vessel which remains within the City of Stuart Pilot Program Area for more than ten consecutive days shall demonstrate compliance with operability and safety requirements by documenting that once every six months the vessel has navigated, under its own power, to one of the designated locations. Martin County, in coordination with the City of Stuart, shall establish several locations in close proximity to the City of Stuart Pilot Program Area to insure the maximum vessel accessibility possible. Enforcement of this section shall be postponed until the locations have been identified and publically advertised.

8.12.H. In order to protect the marine environment, all occupied vessels within the City of Stuart Pilot Program Area shall be in compliance with F.S. § 327.53. All occupied vessels which remain within the City of Stuart Pilot Program Area for more than ten consecutive days that are equipped with a Type III marine sanitation device shall demonstrate compliance with marine sanitation requirements by 1) providing a receipt documenting service within the previous ten days from the Martin County mobile pump out boat or 2) providing proof of pump out within the previous ten days from another authorized pump out facility.

8.12.I. Enforcement of section 8.12 shall be the responsibility of the City of Stuart. However, sworn law enforcement officers of the FFWCC and the Sheriff of Martin County, and any federal law enforcement officer shall have concurrent jurisdiction.

1. Initially these regulations shall be implemented through the development by Martin County and the City of Stuart of an outreach and educational program to inform boaters of the regulations and the benefits of compliance.
2. Prior to exercising other enforcement options, a reasonable effort shall be made to provide educational information to the owner of the noncompliant vessel and give the owner a reasonable time to achieve compliance. If compliance is not achieved, enforcement shall proceed as set forth below.
3. Violations shall first be enforced in accordance with F.S. ch. 162 and Chapter 26, Article 2, of the Stuart Code of Ordinances. If compliance is not achieved, then:
4. Violations may be enforced by actions at law or in equity for damages and injunctive relief. In the event the City prevails in any such action, the City may be entitled to an award of costs and attorney's fees; or
5. Violations may be prosecuted and punished as misdemeanors pursuant to F.S. § 125.69 and F.S. § 166.021.

(Ord. No. 925, pt. 1, 1-15-2013; Ord. No. 928, pt. 1, 3-19-2013)

Sec. 8.13. Pilot program areas within unincorporated Martin County.

8.13.A. The St. Lucie River Pilot Program Area is depicted on Exhibit B, St. Lucie River Pilot Program Area, attached to Ord. No. 925, which is part of the following described area:

All waters of the St. Lucie River including the North and South Fork, from shoreline to shoreline, including creeks and tributaries: bounded on the east by a line drawn from the north shoreline at 27 13.070 N, 80 13.240 W to the southern shoreline at 27 12.335 N, 80 13.240 W of the St. Lucie River bounded on the south by the Palm City Bridge in the South Fork of the St. Lucie River and bounded on the northwest by a line drawn from the north shoreline at 27 12.925 N, 80 16.690 W to the southern shoreline at 27 12.330 N, 80 16.538 W of the North Fork of the St. Lucie River.

8.13.B. The Manatee Pocket Pilot Program Area includes the area described below and is depicted on Exhibit C, Manatee Pocket Pilot Program Area, attached to Ord. No. 925:

From shoreline to shoreline, including all creeks and tributaries within Manatee Pocket south of a line drawn perpendicular to the channel at Red Channel Marker 6 (27 9.767 N, 80 11.575 W), excluding all waters west of SE St. Lucie Boulevard in Willoughby Creek.

8.13.C. The provisions of section 8.13.D through 8.13.H shall apply only within the St. Lucie River and Manatee Pocket Pilot Program Areas.

8.13.D. In order to promote the establishment and use of properly permitted mooring fields and protect maritime infrastructure, anchoring and mooring of occupied or stored vessels is prohibited within 150 feet outside of the marked boundary of any properly permitted mooring field after the buoys and associated information/regulatory uniform waterway markers depicting the boundaries are in place.

8.13.E. In order to protect maritime infrastructure, promote public access to the water and enhance navigational safety, anchoring and mooring of occupied or stored vessels is prohibited within 150 feet of any maritime infrastructure. However, within the Manatee Pocket Pilot Program Area, anchoring and mooring of occupied or stored vessels is prohibited except pursuant to a mooring permit issued by the Florida Department of Environmental Protection or within the two Anchor Areas described below and depicted on Exhibit C, Manatee Pilot Program Area, attached to Ord. No. 925.

The north anchoring area encompassed by Red Green Channel Marker A (27 9.291 N, 80 11.691 W), Red Green Channel Marker B (27 9.131 N, 80 11.694 W), Green Channel Marker 5 (27 9.206 N, 80

11.833 W) and Green Channel Marker 3 (27 9.240 N, 80 11.835 W) and the south anchoring area encompassed by Green Red Channel Marker B (27 8.923 N, 80 11.655 W), Red Channel Marker 2 (27 8.878 N, 80 11.618 W) and Green Channel Marker 23 (27 8.855 N, 80 11.706 W).

8.13.F. Notwithstanding sections 8.13.D and 8.13.E, vessels may anchor or moor in areas otherwise prohibited in the event of a temporary mechanical breakdown or when imminent or existing extreme weather conditions would impose an unreasonable risk of harm to persons or property, in which case vessels may remain anchored or moored until the vessel is repaired, which shall occur within five business days or seven calendar days, whichever is greater, or in the event of extreme weather, until weather conditions improve. In the case of mechanical breakdown, additional time may be granted by the County Administrator or their designee if the repairs cannot be completed in the allotted time. Such extension shall be done in consultation with the captain, operator or other authorized person to determine the need for such extension.

8.13.G. In order to deter improperly stored, abandoned or derelict vessels, any vessel which remains within the St. Lucie River and/or Manatee Pocket Pilot Program Areas for more than ten consecutive days shall demonstrate compliance with operability and safety requirements by documenting that once every six months the vessel has navigated under its own power, to one of the designated locations Martin County, in coordination with the City of Stuart, shall establish several locations in close proximity to the Martin County Pilot Program Areas to insure the maximum vessel accessibility possible. Enforcement of this section shall be postponed until the locations have been identified and publically advertised.

8.13.H. In order to protect the marine environment, all occupied vessels within the St. Lucie River and/or Manatee Pocket Program Areas shall be in compliance with F.S. § 327.53. All occupied vessels which remain within the St. Lucie River and/or Manatee Pocket Pilot Program Areas for more than ten consecutive days that are equipped with a Type III marine sanitation device shall demonstrate compliance with marine sanitation requirements by 1) providing a receipt documenting service within the previous ten days from the Martin County mobile pump out boat or 2) providing proof of pump out within the previous ten days from another authorized pump out facility.

8.13.I. Enforcement of section 8.13 shall be the responsibility of Martin County. However, sworn law enforcement officers of the FFWCC and the Sheriff of Martin County, and any federal law enforcement officer shall have concurrent jurisdiction. In addition, within the St. Lucie River Pilot Program Area, the City of Stuart Police Department shall have concurrent jurisdiction with sworn law enforcement officers of the FFWCC and the Sheriff of Martin County, and any federal law enforcement officer.

1. Initially these regulations shall be implemented through the development by Martin County and the City of Stuart of an outreach and educational program to inform boaters of the regulations and the benefits of compliance.

2. Prior to exercising other enforcement options, a reasonable effort shall be made to provide educational information to the owner of the noncompliant vessel and give the owner a reasonable time to achieve compliance. If compliance is not achieved, enforcement shall proceed as set forth below.

3. Violations shall first be enforced in accordance with F.S. ch. 162 and Chapter 1, Article 4, of the Martin County Code of Ordinances. If compliance is not achieved, then:

4. Violations may be enforced by actions at law or in equity for damages and injunctive relief. In the event the County prevails in any such action, the County may be entitled to an award of costs and attorney's fees; or

5. Violations may be prosecuted and punished as misdemeanors pursuant to F.S. § 125.69.

(Ord. No. 925, pt. 1, 1-15-2013; Ord. No 928, pt. 1, 3-19-2013)

Chapter 9 DRAINAGE AND IRRIGATION [1]

Chapter 9 (Drainage and Irrigation) has been renumbered as Code Chapter 55.

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 9 (Drainage and Irrigation) has been renumbered as Code chapter 55. (Back)

Chapter 9½ DISASTER AND EMERGENCY MANAGEMENT [1]

Chapter 9½ (Disaster and Emergency Management) has been renumbered as Code Chapter 51 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 9½ (Disaster and Emergency Management) has been renumbered as Code chapter 51. (Back)

Chapter 10 ELECTIONS [1]

Chapter 10 (Elections) has been renumbered as Code Chapter 59 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 10 (Elections) has been renumbered as Code chapter 59. (Back)

Chapter 11 ELECTRICAL REGULATIONS [1]

Chapter 11 (Electrical Regulations) has been renumbered as Code Chapter 63 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 11 (Electrical Regulations) has been renumbered as Code chapter 63. (Back)

Chapter 12 ENVIRONMENTAL CONTROL [1]

Chapter 12 (Environmental Control) has been renumbered as Code Chapter 67, except for the following provisions of former chapter 12, which have been relocated into the Land Development Regulations as follows:

Art. VI - Mangrove Protection is located in Article 4, Division 3 .

Art. VII - Wellfield Protection is located in Article 4, Division 5 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 12 (Environmental Control) has been renumbered as Code chapter 67, except for the following provisions of former chapter 12, which have been relocated into the Land Development Regulations as follows: (Back)

Ch. 12	LDR
art. VI (Mangrove Protection)	art. 4, div. 3
art. VII (Wellfield Protection)	art. 4, div. 5

Chapter 13 FINANCE AND TAXATION [1]

Chapter 13 (Finance and Taxation) has been renumbered as Code Chapter 71 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 13 (Finance and Taxation) has been renumbered as Code chapter 71. (Back)

Chapter 13 ART IN PUBLIC PLACES [1]

Sec. 13.1. Goals.

The mission of art in public places is to enhance the quality of the visual environment in the Martin County community, both natural and constructed; and in so doing:

13.1.A. To promote the spiritual, intellectual and aesthetic enrichment of the community through public art;

13.1.B. To select a diversity of public art for Martin County, Florida;

13.1.C. To select works of art which have aesthetic and technical merit and are appropriate in context to the location;

13.1.D. To select artists who are professionally and technically competent;

13.1.E. To disperse public art throughout Martin County, Florida, in such a manner that it is visible and accessible to the greatest number of people.

(Code 1974, § 7¼-1; Ord. No. 518, art. 1, 6-24-1997; Ord. No. 699, pt. 1, 4-11-2006)

Sec. 13.2. Definitions.

For the purpose of this chapter, the terms listed below shall have the following definitions:

Architectural enhancement is the architectural embellishment of a building, the placement of works of art in the interior or exterior spaces of the building, or special landscape treatments such as parks, plazas or atriums. Architectural enhancement may be an integral part of the building, situated within or outside the building, may be located in or near government facilities which have already been constructed, or may be located in other public places where numbers of people may experience them.

Art in Public Places Five-Year Plan is a plan developed by the Department of Administration, in consultation with the Education Foundation of Martin County, the Arts Council of Martin County, as well as other local arts organizations, in accordance with the Public Art Master Plan, reviewed by the Public Art Site Selection Committee and subject to review and approval by the Board of County Commissioners. Such plan shall set forth a plan for the program development, participation and coordination with local education institutions and students, implementation, funding and placement of public art. This plan may be revised from time to time as may be necessary in order to accommodate grants or other non-County funding

sources or other changes which the Board of County Commissioners deems necessary to further the goals of Art in Public Places. The plan shall be reviewed annually by the Public Art Site Selection Committee and the Board of County Commissioners and updated as required. Updates and revisions to the plan are subject to Board of County Commissioner approval.

Public Art Site Selection Committee is the board created in this chapter.

Department of Administration is the entity designated by the County Administrator to coordinate the County's Public Art Program.

Public Art Master Plan is a plan containing written guidelines and procedures to govern the manner and the method of selection of proposed sites, works of art, as well as architectural enhancements and special landscape treatments; the process for participation and coordination with local education institutions and students; and the process for developing a five-year plan for program development funding, implementation and placement of public art. The plan will also provide for a comprehensive program for art in public places which shall include the display of loaned art in appropriate public buildings. The plan shall be developed by the Department of Administration in consultation with the Education Foundation of Martin County, the Arts Council of Martin County, as well as other arts organizations and the Public Art Site Selection Committee, subject to approval by the Board of County Commissioners before its utilization by the Public Art Site Selection Committee.

Public capital facility is any capital improvement paid for wholly or in part by Martin County or paid for with monies granted to Martin County by other governmental agencies; limited to any project to construct or remodel a building, regional parks in excess of 50 acres which have not been purchased for passive recreational use, parking facility or any portion thereof within the County limits of Martin County, Florida.

Public places are County-owned parks and buildings with high visibility and/or heavy pedestrian traffic that are open to the public.

Special landscape treatment is landscaping that goes beyond the requirements of Martin County Land Development Regulations Article 4, Division 15, Landscaping, Buffering and Tree Protection, in order to create a park-like setting or plaza.

Works of art are tangible objects produced according to aesthetic principles, including paintings, sculpture, engravings, carvings, frescos, mobiles, murals, collages, mosaics, statues, bas-reliefs, tapestries, photographs and drawings.

(Code 1974, § 7¼-2; Ord. No. 518, art. 2, 6-24-1997; Ord. No. 699, pt. 1, 4-11-2006; Ord. No. 900, pt. 1, 10-25-2011; Ord. No. 962, pt. 1, 10-7-2014; Ord. No. 1022, pt. 1, 5-23-2017)

Sec. 13.3. Public Art Site Selection Committee; creation, composition, responsibility.

13.3.A. A Public Art Site Selection Committee facilitated by the County's Department of Administration is hereby created and shall have the duty and responsibility to review the Public Art Master Plan and the Art in Public Places Five-Year Plan for review and approval by the Board of County Commissioners, and to hold public meetings to solicit public comment for specific public art projects and those contained in the Art in Public Places Five-Year Plan.

13.3.B. The Public Art Site Selection Committee shall be comprised of the appointed seven members of the Martin County Community Redevelopment Agency.

13.3.C. The architect or other design professional for a specific County project may advise the County during the selection process as it relates to the project.

13.3.D. Except as otherwise limited by the Public Art Master Plan, this chapter, or other law, rule, regulation or ordinance, the Public Art Site Selection Committee may adopt written policies and procedures to assist it in the performance of its duties.

(Code 1974, § 7¼-3; Ord. No. 518, art. 3, 6-24-1997; Ord. No. 613, pt. 1(§ 7¼-3), 5-14-2002; Ord. No. 699, pt. 1, 4-11-2006; Ord. No. 900, pt. 1, 10-25-2011; Ord. No. 962, pt. 1, 10-7-2014; Ord. No. 1022, pt. 1, 5-23-2017)

Cross reference— Administration, ch. 1.

Sec. 13.4. Architectural enhancement rules.

Except as provided herein, all estimates for the construction and/or renovation of public facilities and all requests for appropriations for such projects shall include an amount for Art in Public Places, which amount represents an amount for architectural enhancement, and for restoration and maintenance of works of art, equal to one percent of the total estimated cost of each public capital facility. The one percent amount shall be calculated on the total cost of the construction, excluding the first $5,000.00. This one percent of cost is to be spent on architectural enhancement of public capital facilities pursuant to the Art in Public Places Five-Year Plan. However, any funds derived from bond revenue or general obligation bond issues or from utility revenues or other special purpose funds or funds dedicated pursuant to the terms of a bond or other debt obligation resolution shall be expended pursuant to the bond covenants.

13.4.A. The requirement that one percent of the public capital facility's construction budget shall be encumbered shall only apply if such an expenditure is legally permissible for that project and under the specific project funding sources. If the source of funding or other appropriate law with respect to any particular project precludes art as an object of expenditure of funds, the amount of funds so restricted shall be excluded from the aforesaid calculation.

13.4.B. Architectural enhancements donated or loaned to the County may be accepted for installation only if the Department of Administration determines such enhancements are consistent with the Public Art Master Plan. This provision does not apply to architectural enhancements donated or loaned to the County before the effective date of this chapter.

13.4.C. The custodians of architectural enhancements in public capital facilities shall determine the location of donated or loaned architectural enhancements.

(Code 1974, § 7¼-4; Ord. No. 518, art. 4, 6-24-1997; Ord. No. 699, pt. 1, 4-11-2006; Ord. No. 900, pt. 1, 10-25-2011)

Sec. 13.5. Procedures.

13.5.A. For construction of public capital facilities financed by Martin County, the following procedure shall be complied with:

1. Early in the design of a project, the architect or other design professional retained for that project shall work with the Department of Administration and such County employees as the Board of County Commissioners may designate to develop a site plan for adding artworks, architectural enhancements or special landscape treatments to the projects in accordance with the Art in Public Places Five-Year Plan.

2. The staff of each public capital facility or public place shall be consulted by the Department of Administration about safety issues related to the art works, architectural enhancements or special landscape treatments. The public facility designer and the County Engineer shall also be consulted by the Department of Administration about such safety issues.

3. The Public Art Site Selection Committee shall conduct a public meeting to solicit public input concerning art-works, architectural enhancements or special landscape treatments for the project in accordance with the Art in Public Places Five-Year Plan. The public input and

recommendations shall be transmitted to the Department of Administration. In no case shall the Public Art Site Selection Committee take such time to conduct the meeting as to delay or hinder the design or construction of the project.

4. Following the Public Art Site Selection Committee public meeting, the Department of Administration shall prepare a scope of work to be used in a solicitation for proposals from artists. In order to ensure competition, the Board of County Commissioners by and through the Department of Administration, and in coordination with the County Purchasing Division, shall publicize all County projects through use of the internet, the State of Florida, Division of Cultural Affairs' "Call to Artists," or other methods deemed appropriate by the Department of Administration. At a minimum, adequate notice shall be published in a newspaper of general circulation for a reasonable time prior to the time set for the submission of responses. Such notices shall include the locations of the artworks, architectural enhancements or special landscape treatments, the criteria by which such artworks, architectural enhancements or special landscape treatments will be evaluated, deadlines for submission, and cost range.

5. In addition, the Public Art Site Selection Committee shall hold a public meeting to evaluate the submissions and make recommendations to the Board of County Commissioners for the project. The Board of County Commissioners shall, in its discretion, accept or reject the recommendations from the Public Art Site Selection Committee. If such recommendations are rejected, the Board of County Commissioners may request the Department of Administration to solicit additional proposals or issue a revised scope of work.

6. All public art projects funded through the provisions of this chapter are open to professional artists.

(Code 1974, § 7¼-5; Ord. No. 518, art. 5, 6-24-1997; Ord. No. 613, pt. 1(§ 7¼-5), 5-14-2002; Ord. No. 699, pt. 1, 4-11-2006; Ord. No. 900, pt. 1, 10-25-2011; Ord. No. 962, pt. 1, 10-7-2014; Ord. No. 1022, pt. 1, 5-23-2017)

Sec. 13.6. Art in public places fund.

13.6.A. There is hereby established a fund designated as the "Art in Public Places Fund." All funds set aside pursuant to this article from each public capital facility project, the construction or remodeling of which has not commenced as of the effective date of this chapter, together with such other funds as the Board of County Commissioners shall appropriate for works of art and funds donated by the general public for works of art shall be deposited into this fund. These funds shall be expended by the Board of County Commissioners for public capital facility projects as prescribed by the guidelines. Any funds not expended by the end of any fiscal year shall be carried over to the next fiscal year. Any funds derived from revenue or general obligation bond issues or from utility revenues or other special purpose funds or funds dedicated pursuant to the terms of a bond or other debt obligation resolution shall be expended pursuant to the bond covenants and, if unexpended within five years, revert to the bond, fund or project from which appropriated.

13.6.B. The total funds set aside for each public works project shall include public art fund administration costs, signage, dedication costs, insurance costs and repair and maintenance of any works or art acquired under this chapter.

(Code 1974, § 7¼-6; Ord. No. 518, art. 6, 6-24-1997; Ord. No. 613, pt. 1(§ 7¼-6), 5-14-2002; Ord. No. 699, pt. 1, 4-11-2006)

Sec. 13.7. Criteria for sites and public art.

During the selection process, the Department of Administration shall consider the following criteria:

13.7.A. Art works, architectural enhancements and special landscape treatments shall be located in areas where residents and visitors live, work or congregate and shall be highly visible and accessible.

13.7.B. The appropriateness to the site, permanence of the work relative to environmental conditions, maintenance requirements and costs, and the enduring nature of the artistic statement.

13.7.C. Sensitivity to the aesthetic and cultural traditions and the history of Martin County, Florida, and also to the surrounding neighborhood's character.

13.7.D. The artist's biography and resume, examples of existing works, technical competency, similarity to existing works of art and the following basics: form, texture, color, clarity, line and medium.

13.7.E. The opportunity for participation and coordination with local educational institutions and students.

(Code 1974, § 7¼-7; Ord. No. 518, art. 7, 6-24-1997; Ord. No. 699, pt. 1, 4-11-2006; Ord. No. 900, pt. 1, 10-25-2011)

Sec. 13.8. Ownership and maintenance.

Unless otherwise provided, ownership of all works of art and architectural enhancements acquired by Martin County under this section shall be vested in Martin County, including copyrights, patents and other reproduction rights. The Board of County Commissioners shall be responsible for managing the reproduction rights of each acquisition. Custody, supervision, maintenance, and preservation of the works of art is the charge of the Board of County Commissioners and shall be carried out by qualified art professionals.

(Code 1974, § 7¼-8; Ord. No. 518, art. 8, 6-24-1997; Ord. No. 699, pt. 1, 4-11-2006; Ord. No. 900, pt. 1, 10-25-2011)

FOOTNOTE(S):

--- (1) ---

Cross reference— Beaches, parks and recreation, ch. 17; capital improvement projects, ch. 29; libraries, ch. 107; procurement, ch. 135. (Back)

Chapter 14 FLOOD DAMAGE PREVENTION [1]

Provisions relating to stormwater management and flood control are now located in Article 4, Division 9 , of the Land Development Regulations .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 14 (Flood Damage Prevention) was repealed by Ord. No. 568, pt. 2, adopted May 16, 2000. For provisions relating to stormwater management and flood control, see art. 4, div. 9, of the Land Development Regulations (volume 2 of the Code). (Back)

Chapter 14½ FIREARMS [1]

Chapter 14½ (Firearms) has been renumbered as Code Chapter 75 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 14½ (Firearms) has been renumbered as Code chapter 75. (Back)

Chapter 15 FIRE PREVENTION AND PROTECTION [1]

Chapter 15 (Fire Prevention and Protection) has been renumbered as Code Chapter 79 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 15 (Fire Prevention and Protection) has been renumbered as Code chapter 79. (Back)

Chapter 16 FISH AND WILDLIFE [1]

Chapter 16 (Fish and Wildlife) has been renumbered as Code Chapter 83 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 16 (Fish and Wildlife) has been renumbered as Code chapter 83. (Back)

Chapter 18 HEALTH [1]

Chapter 18 (Health) has been renumbered as Code Chapter 87 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 18 (Health) has been renumbered as Code chapter 87. (Back)

Chapter 19 JUNK AND JUNKYARDS [1]

Chapter 19 (Junk and Junkyards) has been renumbered as Code Chapter 91 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 19 (Junk and Junkyards) has been renumbered as Code chapter 91. (Back)

Chapter 20 JURY COMMISSION [1]

Chapter 20 (Jury Commission) has been renumbered as Code Chapter 95 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 20 (Jury Commission) has been renumbered as Code chapter 95. (Back)

Chapter 21 JUVENILE AND MENTAL DETENTION HOMES [1]

Chapter 21 (Juvenile and Mental Detention Homes) has been renumbered as Code Chapter 99 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 21 (Juvenile and Mental Detention Homes) has been renumbered as Code chapter 99. (Back)

Chapter 23 LAND USE GENERALLY [1]

Chapter 23 (Land Use Generally) has been renumbered as Code chapter 103, except for the following provisions of former chapter 23, which have been relocated into the Land Development Regulations as follows:

Art. IX (Development Agreements) is located in Art. 7 .

Art. X (Off-Street Parking and Loading) is located in Art. 4, Div. 14 .

Art. XI (School Impact Fees) is located in Art. 6, Div. 2 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 23 (Land Use Generally) has been renumbered as Code chapter 103, except for the following provisions of former chapter 23, which have been relocated into the Land Development Regulations as follows: (Back)

Ch. 23	LDR
art. IX (Development Agreements)	art. 7
art. X (Off-Street Parking and Loading)	art. 4, div. 14
art. XI (School Impact Fees)	art. 6, div. 2

Chapter 24 LIBRARIES [1]

Chapter 24 (Libraries) has been renumbered as Code Chapter 107 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 24 (Libraries) has been renumbered as Code chapter 107. (Back)

Chapter 24¼ MISCELLANEOUS PROVISIONS [1]

Chapter 24¼ (Miscellaneous Provisions) has been renumbered as Code **Error! Hyperlink reference not valid.**.

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 24¼ (Miscellaneous Provisions) has been renumbered as Code chapter 111. (Back)

Chapter 24½ MOTOR VEHICLES AND TRAFFIC [1]

Chapter 24½ (Motor Vehicles and Traffic) has been renumbered as Code Chapter 115 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 24½ (Motor Vehicles and Traffic) has been renumbered as Code chapter 115. (Back)

Chapter 24¾ OCCUPATIONAL LICENSE TAXES [1]

Chapter 24¾ (Occupational License Taxes) has been renumbered as Code Chapter 123 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 24¾ (Occupational License Taxes) has been renumbered as Code chapter 123. (Back)

Chapter 247/8 NEWSRACKS [1]

Chapter 24 7/8 (Newsracks) has been renumbered as Code Chapter 119 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 24 (Newsracks) has been renumbered as Code chapter 119. (Back)

Chapter 25 PERSONNEL [1]

Chapter 25 (Personnel) has been renumbered as Code Chapter 127 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 25 (Personnel) has been renumbered as Code chapter 127. (Back)

Chapter 26 PLUMBING [1]

Chapter 26 (Plumbing) has been renumbered as Code Chapter 131 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 26 (Plumbing) has been renumbered as Code chapter 131. (Back)

Chapter 27 PUBLIC LANDS [1]

Chapter 27 (Public Lands) has been renumbered as Code Chapter 139 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 27 (Public Lands) has been renumbered as Code chapter 139. (Back)

Chapter 27½ PROCUREMENT [1]

Chapter 27½ (Procurement) has been renumbered as Code Chapter 135 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 27½ (Procurement) has been renumbered as Code chapter 135. (Back)

Chapter 28 RAILROADS [1]

Chapter 28 (Railroads) has been renumbered as Code Chapter 143 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 28 (Railroads) has been renumbered as Code chapter 143. (Back)

Chapter 29 SCHOOLS [1]

Chapter 29 (Schools) has been renumbered as Code Chapter 147 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 29 (Schools) has been renumbered as Code chapter 147. (Back)

Chapter 29½ SOLID WASTE [1]

Chapter 29½ (Solid Waste) has been renumbered as Code Chapter 151 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 29½ (Solid Waste) has been renumbered as Code chapter 151. (Back)

Chapter 30 STREETS, ROADS AND BRIDGES [1]

Chapter 30 (Streets, Roads and Bridges) has been renumbered as Code Chapter 155 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 30 (Streets, Roads and Bridges) has been renumbered as Code chapter 155. (Back)

Chapter 30½ SUBDIVISIONS [1]

Chapter 30½ (Subdivisions) has been transferred to the Land Development Regulations and is included therein as Article 4, Division 21 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 30½ (Subdivisions) has been transferred to the Land Development Regulations (volume 2 of the Code) and is included therein as art. 4, div. 21. (Back)

Chapter 31 WATER AND SEWERS [1]

Chapter 31 (Water and Sewers) has been renumbered as Code Chapter 159, except for the following provisions of former Chapter 31, which have been relocated in to the Land Development Regulations as follows:

Art. III - County Waterworks System is located at Article 4, Division 6 .

Art. VI - County Wastewater System is located at Article 4, Division 7 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 31 (Water and Sewers) has been renumbered as Code chapter 159, except for the following provisions of former chapter 31, which have been relocated in to the Land Development Regulations as follows: (Back)

Ch. 31	LDR
art. III (County Waterworks System)	art. 4, div. 6
art. VI (County Wastewater System)	art. 4, div. 7

Chapter 32 WELFARE [1]

Chapter 32 (Welfare) has been renumbered as Code Chapter 163 .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 32 (Welfare) has been renumbered as Code chapter 163. (Back)

Chapter 33 ZONING [1]

Certain provisions of Chapter 33 are now part of the Land Development Regulations , as follows:

The Special Barrier Island Regulations are located in Article 4, Division 4 .

Sign Regulations are located in Article 4, Division 16 .

FOOTNOTE(S):

--- (1) ---

Editor's note— The following provisions of former chapter 33 have been relocated into the Land Development Regulations as follows: (Back)

Ch. 33	LDR
§ 33-72 (Special Barrier Island Regulations)	art. 4, div. 4
art. XLVI (Sign Regulations)	art. 4, div. 16

Chapter 34 COMPREHENSIVE GROWTH MANAGEMENT PLAN [1]

The Comprehensive Plan is now published as a seperate volume located here .

FOOTNOTE(S):

--- (1) ---

Editor's note— Chapter 34 consisted of §§ 34-1 and 34-52. Section 34-1 adopted the Comprehensive Plan by reference. The Comprehensive Plan is now published as volume 3. Section 34-52 adopted the Adequate Public Facilities Ordinance (Ord. No. 393). It is superseded by volume 2. (Back)

Chapter 35 ZONING REGULATIONS [1]

Part 3, section 4, of Ord. No. 608, adopted March 19, 2002, repealed Ch. 35, Zoning Regulations. Similar provisions are now located in the Land Development Regulations .

FOOTNOTE(S):

--- (1) ---

Editor's note— Part 3, section 4, of Ord. No. 608, adopted March 19, 2002, repealed Ch. 35, Zoning Regulations. Similar provisions are now located in Vol. 2, Land Development Regulations. (Back)

Chapter 47 COURTS [1]

FOOTNOTE(S):

--- (1) ---

Cross reference— Administration, ch. 1; Jury Commission, ch. 95; law library, § 107.61 et seq.; juvenile services, § 163.91 et seq. (Back)

ARTICLE 1. IN GENERAL

Secs. 47.1—47.30. Reserved.

ARTICLE 2. CLERK OF THE CIRCUIT COURT [2]

Sec. 47.31. Duty of Clerk of the Circuit Court to act as agent for sale of State documentary stamps and as agent of trustees of internal improvement fund.

It shall be the duty of the Clerk of the Circuit Court of Martin County, and her successors in office, to act as agent for the Comptroller of the State in the sale of State documentary stamps and to act as agent for the trustees of the internal improvement fund of the State in the sale of property, which heretofore reverted to the State under the provisions of F.S. § 192.38 (Murphy Act).

(Code 1974, § 8-11; Laws of Fla. ch. 61-2479, § 1; Ord. No. 442, pt. 1, 4-12-1994)

Sec. 47.32. Additional court costs for criminal justice education.

47.32.A. Pursuant to F.S. § 938.15, the Martin County Board of County Commissioners hereby assesses an additional $2.00 for expenditures for criminal justice education as a court cost.

47.32.B. All moneys collected pursuant to this section shall be deposited by the Sheriff in a special fund for law enforcement [education] of its personnel.

47.32.C. Certified copies of this section shall be sent to all Circuit Court judges, County judges, the Clerk of the Circuit Court, and the Sheriff of Martin County.

(Code 1974, § 8-14; Res. No. 73-4.8, §§ 1—3, 4-24-1973; Res. No. 85-2.13, §§ 1—3, 2-12-1985; Ord. No. 442, pt. 1, 4-12-1994)

Cross reference— County Court and Circuit Court charges, § 47.51 et seq.

Secs. 47.33—47.50. Reserved.

FOOTNOTE(S):

--- (2) ---

Cross reference— Administration, ch. 1. (Back)

ARTICLE 3. COUNTY COURT AND CIRCUIT COURT CHARGES [3]

Sec. 47.51. Additional fees for civil actions in Circuit and County Court; generally.

47.51.A. *Circuit Court—Fees in addition to F.S. § 28.241.* A party instituting any civil action, suit or proceeding in the Circuit Court in Martin County shall pay to the Clerk of said court the maximum service charge (hereinafter referred to as "court facility fee") allowed under F.S. § 28.241, in addition to the service charges payable to the Clerk of said court pursuant to F.S. ch. 28. In no event shall the total filing fee to be paid by the party exceed the maximum allowed in F.S. § 28.241(1).

47.51.B. *Probate Court—Fees in addition to F.S. § 28.2401.* A party instituting any estate, administration, guardianship, action, suit or proceeding in the Probate Division of the Circuit Court in Martin County shall pay to the Clerk of said court the service charge (hereinafter referred to as "court facility fee") allowed under F.S. § 28.2401, in addition to the service charges payable to the Clerk of said court pursuant to F.S. ch. 28, as follows:

1. For the opening of any estate of one document or more, including, but not limited to, petitions and orders to approve settlement of minor claims; to open a safe deposit box; to enter rooms and places; for the determination of heirs, if not formal administration; and for a foreign guardian to manage property of a nonresident; but not to include issuance of letters or order of summary and family administration ..... $ 28.00
2. Caveat 18.00
3. Petition and order to admit foreign wills, authenticated copies, exemplified copies or transcript to record 28.00
4. For disposition of personal property without administration 18.00
5. Summary administration 23.00
6. Family administration 122.50
7. Formal administration, guardianship, ancillary, curatorship, or conservatorship proceedings 92.50
8. Guardianship proceedings of person only 142.50
9. Veterans guardianship pursuant to F.S. ch. 744 ..... 150.00
10. Petition for determination of incompetency 150.00

In no event shall the total filing fee to be paid by the party exceed the maximum allowed by F.S. § 28.2401(3).

47.51.C. *County Court—Fees in addition to F.S. § 34.041.* A party initiating any civil action, suit or proceeding in the County Court in Martin County shall pay to the Clerk of said court the following service charges (hereinafter referred to as "court facility fee") which shall be in addition to any other service charges, filing fee or costs provided for in F.S. § 34.041:

1. Claims of less than $100.00 ..... $ 4.00
2. Claims for $100.00, or more but not more than $2,500.00 ..... 13.00
3. Claims of more than $2,500.00 ..... 120.50
4. Landlord and tenant actions 20.00

In no event shall the total filing fee to be paid by the party exceed the maximum allowed under F.S. § 34.041.

47.51.D. [*Disposition and utilization.*] The court facility fees collected shall be paid by the Clerk of the Court into the appropriate fund of the County to be used in providing and maintaining existing and future facilities for the use of the entire Circuit and County Court system.

(Code 1974, § 8-26; Ord. No. 442, pt. 1, 4-12-1994; Ord. No. 523, pt. 1, 12-16-1997)

Sec. 47.52. Assessment of court costs to be used for the operation and administration of teen court.

47.52.A. The court (both County and Circuit) shall assess court costs of $3.00 per case, in addition to any other authorized cost or fine, against every person who pleads guilty or nolo contendere to, or is convicted of, regardless of adjudication, a violation of a State criminal statute or a municipal ordinance or County ordinance or who pays a fine or civil penalty for any violation of F.S. ch. 316. Any person whose adjudication is withheld pursuant to the provisions of F.S. § 318.14(9) or (10) shall also be assessed such costs. The assessment shall not be deducted from the proceeds of that portion of any fine or civil penalty which is received by a municipality in the County or by the County in accordance with F.S. §§ 316.660 and 318.21. The assessment shall specifically be added to any civil penalty paid for a violation of F.S. ch. 316, whether such penalty is paid by mail, paid in person without request for hearing, or paid after hearing and determination by the court. However, the assessment shall not be made against a person for a violation of any State statutes, County ordinance, or municipal ordinance relating to the parking of vehicles, with the exception of the handicapped parking laws.

47.52.B. The Clerk of the Court shall establish a teen court trust fund, to be used to fund the operation and administration of the teen court, under the direction of the Court Administrator and the supervision of the chief judge of the 19th Judicial Circuit. The Clerk of the Court shall collect and deposit the assessment collected pursuant to this section and shall remit the same to the teen court monthly, less five percent, which is to be retained as fee income of the office of the Circuit Court.

(Code 1974, § 8-27; Ord. No. 504, pt. 1, 10-8-1996)

State Law reference— Assessment for teen court, F.S. § 938.19.

Secs. 47.53—47.70. Reserved.

FOOTNOTE(S):

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Cross reference— Court costs for criminal justice education, § 47.32; assessment for drug abuse trust fund, § 47.102; filing fees for funding of civil legal assistance for the indigent, § 47.122; court costs for funding of law library, § 107.63. (Back)

ARTICLE 4. FAMILY MEDIATION SERVICE

Sec. 47.71. Establishment of family mediation service.

The Board of County Commissioners of Martin County, Florida, does hereby establish the Martin County family mediation service.

(Code 1974, § 8-31; Ord. No. 253, pt. 1, § 1, 2-12-1985)

Sec. 47.72. Purpose.

The purpose of the Martin County family mediation service shall be to assist parties in resolving any controversies involving the family as authorized by F.S. ch. 44.

(Code 1974, § 8-32; Ord. No. 253, pt. 1, § 2, 2-12-1985; Ord. No. 442, pt. 1, 4-12-1994)

Sec. 47.73. Administration.

The Martin County family mediation service shall be administered by the chief judge of the 19th Judicial Circuit under such rules and orders as he shall promulgate.

(Code 1974, § 8-33; Ord. No. 253, pt. 1, § 3, 2-12-1985)

Sec. 47.74. Funding.

County funding for the Martin County family mediation service shall be only as approved by the Board of County Commissioners of Martin County, Florida.

(Code 1974, § 8-34; Ord. No. 253, pt. 1, § 4, 2-12-1985)

Secs. 47.75—47.100. Reserved.

ARTICLE 5. DRUG ABUSE TRUST FUND

Sec. 47.101. Definitions.

For the purpose of this article, the following terms have only those meanings ascribed to them:

Board of County Commissioners shall mean the Board of County Commissioners of Martin County, Florida.

Chief judge shall mean the chief judge of the 19th Judicial Circuit.

Clerk shall mean the Clerk of the Circuit Court and County Court of Martin County and accountant to the Board of County Commissioners.

County shall mean the incorporated and unincorporated areas of Martin County, Florida.

Defendant shall mean a person charged with a criminal action pursuant to F.S. ch. 839.

(Code 1974, § 8-40; Ord. No. 411, pt. I, 5-26-1992)

Sec. 47.102. Drug abuse trust fund; creating and accounting.

47.102.A. Pursuant to F.S. § 893.13, when any defendant, on or after the effective date of this article, is found guilty of, or pleads guilty or nolo contendere to, a violation of any provision of F.S. ch. 893 that is punishable as a criminal offense, in addition to any fine and other penalty provided by law, said defendant may be assessed by the court an amount up to the amount of the fine authorized for the violation. Such additional assessment shall be used for drug abuse programs as provided by general law and this article. The court is authorized to order a defendant to pay such assessment if it finds that the defendant will not be prevented from thereby obtaining rehabilitative treatment or from making restitution.

47.102.B. The Clerk will collect and keep a record of all assessments. The Clerk shall forward all moneys collected to the board for deposit into a special and separate account entitled the drug abuse trust fund. The board shall require a full monthly report from the Clerk as to the amount of assessments imposed, and funds collected and deposited into the drug abuse trust fund, and the amount of expenditures from the drug abuse trust fund.

(Code 1974, § 8-41; Ord. No. 411, pt. I, 5-26-1992)

Cross reference— County Court and Circuit Court charges, § 47.51 et seq.

Sec. 47.103. Expenditures.

Moneys deposited into the drug abuse trust fund shall be used to assist drug abuse treatment and education programs. When making assistance grants from the drug abuse trust fund, drug abuse treatment or education programs shall be selected as program recipients on the basis of selection procedures and criteria which shall be developed by the County Administrator. Such criteria shall include the success of the program as a basis for selection. Final approval shall be made by the board upon recommendation by the County Administrator. All selections shall be made annually.

(Code 1974, § 8-42; Ord. No. 411, pt. I, 5-26-1992)

Secs. 47.104—47.120. Reserved.

ARTICLE 6. CIVIL LEGAL ASSISTANCE FOR THE INDIGENT [4]

Sec. 47.121. Findings.

The Board of County Commissioners of Martin County finds, determines and declares that the increase in the funding for a legal aid program providing civil legal services to indigent persons in Martin County enlarges the facility for the proper administration of justice in civil actions in the courts of Martin County.

(Code 1974, § 8-51; Ord. No. 427, § 1, 7-13-1993)

Sec. 47.122. Filing fee schedule.

In addition to all other amounts provided by law, there shall be a filing fee pursuant to the schedule below in any civil action filed in the County and Circuit Courts of Martin County:

47.122.A. For all claims filed in County Court ..... $ 5.00

47.122.B. For all claims filed in Circuit Court except probate proceedings 10.00

47.122.C. For all probate proceedings 5.00

(Code 1974, § 8-52; Ord. No. 427, § 2, 7-13-1993)

Cross reference— County Court and Circuit Court charges, § 47.51 et seq.

Sec. 47.123. Funds—Payment by Clerks to legal aid society.

All funds which shall be received by the Clerk of said courts pursuant to section 47.122 hereof shall be paid by said Clerks to the Legal Aid Society of the Martin County Bar Association, Inc., within ten days after the end of each calendar month, and such money shall be used exclusively for the purposes associated with operation of a program making civil legal services available to the poor and indigent people in Martin County.

(Code 1974, § 8-53; Ord. No. 427, § 1, 7-13-1993)

Sec. 47.124. Same—Earmarked for legal aid programs for the indigent.

All monies raised pursuant to section 47.122 shall be earmarked for legal aid programs established to provide free legal aid services to indigent residents of Martin County, and to assist in providing legal aid services to the indigent residents of other counties when the venue is in Martin County, Florida, and when requested to do so by the legal aid associations in such counties. This expenditure of said funds is declared to be a proper public and County purpose in and for Martin County.

(Code 1974, § 8-54; Ord. No. 427, § 4, 7-13-1993)

Sec. 47.125. Same—Specific uses.

The legal assistance to be funded and provided pursuant to this article shall include, but not be limited to, consultations, advice, litigation and representation before courts in civil matters, and before federal, State and local administrative agencies.

(Code 1974, § 8-55; Ord. No. 427, § 5, 7-13-1993)

Sec. 47.126. Report.

The Legal Aid Society of the Martin County Bar Association shall submit an annual report to the Board of County Commissioners. The report shall include the nature of the legal assistance provided, a summary of the funds collected and disbursed pursuant to this article, and an identification based on residency of the service recipients.

(Code 1974, § 8-56; Ord. No. 427, § 6, 7-13-1993)

Secs. 47.127—47.149. Reserved.

FOOTNOTE(S):

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Cross reference— Welfare, ch. 163. (Back)

State Law reference— Authority for charges F.S. §§ 28.241, 34.041. (Back)

ARTICLE 7. DRIVER EDUCATION SAFETY TRUST FUND

Sec. 47.150. Authority for enactment of article.

This article is enacted pursuant to the authority vested in the Board of County Commissioners by F.S. § 318.1215, known as the "Dori Slosberg Driver Education Safety Act".

(Ord. No. 621, pt. 1, 8-27-2002; Ord. No. 729, pt. 1, 12-5-2006)

Sec. 47.151. Definitions.

All provisions, terms, phrases and expressions contained in this article shall be liberally construed in order that the true intent of the Dori Slosberg Driver Safety Education Act may be fully carried out.

(Ord. No. 621, pt. 1, 8-27-2002)

Sec. 47.152. Creation of fund and accounting.

47.152.A. On or after December 8, 2006, the clerk of court, in and for Martin County, shall collect an additional $5.00 with each civil traffic penalty levied throughout incorporated and unincorporated Martin County.

47.152.B. The clerk of court shall keep a record of all monies collected pursuant to this article and shall deposit all monies into a special and separate account entitled "Driver's Education Safety Trust Fund".

47.152.C. The clerk of court shall provide the Board of County Commissioners with a monthly report as to the funds collected and deposited into the Driver's Education Safety Trust Fund and the amount of expenditures from the Driver's Education Safety Trust Fund.

(Ord. No. 621, pt. 1, 8-27-2002; Ord. No. 729, pt. 1, 12-5-2006)

Sec. 47.153. Expenditures.

47.153.A. Monies deposited into the Driver's Education Safety Trust Fund shall be used to financially assist driver education safety programs in public and nonpublic schools in Martin County. The funds shall be used for direct educational expenses and shall not be used for administration. In order to receive assistance grants from the Driver's Education Safety Trust Fund, programs shall be selected as recipients on the basis of selection procedures which shall be developed by the County Administrator. Success of a program shall be included as a basis for selection. Final approval shall be made by the Board of County Commissioners upon recommendation of the County Administrator.

47.153.B. The terms and conditions of such grants shall be contained in an agreement between the Martin County Board of County Commissioners and the grantee.

(Ord. No. 621, pt. 1, 8-27-2002)

ARTICLE 8. ADDITIONAL COURT COSTS IN CRIMINAL CASES

Sec. 47.154. Criminal cases—Additional court costs.

47.154.A. Pursuant to F.S. § 939.185, an additional court cost of $65.00 shall be imposed by the court when a person pleads guilty or nolo contendere to, or is found guilty of, or adjudicated delinquent for, any felony, misdemeanor, delinquent act, or criminal traffic offense under Florida Statutes. Funds received from the additional court cost shall be distributed as follows:

47.154.A.1. Twenty-five percent shall be remitted to fund innovations to supplement funding for the State court system in Martin County consistent with F.S. §§ 29.004 and 29.008(2)(a)(2).

47.154.A.2. Twenty-five percent shall be remitted to assist in funding legal aid programs in Martin County consistent with F.S. § 29.008(3). Legal aid programs shall be funded at a level equal to or greater than the amount provided from filing fees and surcharges to legal aid programs from October 1, 2002 to September 3, 2003.

47.154.A.3. Twenty-five percent shall be remitted to fund personnel and legal materials for law libraries in Martin County.

47.154.A.4. Twenty-five percent shall be used as determined by the Martin County Board of County Commissioners to support teen court programs, except as provided in F.S. § 938.19(7), juvenile assessment centers, and other juvenile alternative programs in Martin County.

47.154.B. The funds collected pursuant to paragraphs 47.154.A.1, 47.154.A.3 and 47.154.A.4 above shall be expended as provided by the Board of County Commissioners in consultation with the Chief Judge.

47.154.C. The court shall order payment of these additional court costs in all matters subject to this section, but may defer if the person against whom the cost is imposed is indigent.

(Ord. No. 642, pt. 1, 7-13-2004; Ord. No. 966, pt. 1, 1-13-2015)

ARTICLE 9. SURCHARGE IN NONCRIMINAL TRAFFIC CASES AND CRIMINAL VIOLATION OF F.S. 318.17

Sec. 47.155. Noncriminal traffic infractions and criminal violation of F.S. 318.17—Surcharge.

47.155.A. Pursuant to F.S. § 318.18(13)(a), every person who pays a fine or civil penalty for any violation of a noncriminal traffic infraction pursuant to F.S. ch. 318, and every person who pleads guilty or nolo contendere or is convicted, regardless of adjudication, of a violation of a noncriminal traffic infraction or a criminal violation listed under F.S. § 318.17, shall be assessed a surcharge of $30.00. A noncriminal traffic infraction is defined in F.S. § 318.14(1).

47.155.B. The court shall order payment of this additional court cost in all matters subject to this section and the Clerk of Court shall add this surcharge to all payments of fines or civil penalties for violation of a noncriminal traffic infraction or a criminal violation listed under F.S. § 318.17.

47.155.C. The funds collected pursuant to this section shall be used to fund State court facilities. Funds collected pursuant to this section shall be expended in accordance with the direction of the Board of County Commissioners.

(Ord. No. 642, pt. 2, 7-13-2004; Ord. No. 830, pt. 1, 9-22-2009)

Chapter 51 DISASTER AND EMERGENCY MANAGEMENT [1]

ARTICLE 1. - IN GENERAL

ARTICLE 2. - STATE OF EMERGENCY

FOOTNOTE(S):

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Cross reference— Administration, ch. 1. (Back)

State Law reference— Emergency management, F.S. ch. 252; emergency management powers of political subdivisions, F.S. § 252.38. (Back)

ARTICLE 1. IN GENERAL

Sec. 51.1. Intent and purpose.

51.1.A. Because of the possibility of disasters or emergencies, and in order to ensure that preparations of this County will be adequate to reduce vulnerability to, deal with, and recover from such disasters and emergencies, and in accordance with F.S. ch. 252, it is found and declared to be necessary to establish a County Emergency Management Agency. The Emergency Management Agency shall be

the coordinating agency for all activity in connection with disaster preparedness, to ensure the complete and efficient utilization of all the County's facilities to mitigate disasters and emergencies as provided in F.S. ch. 252 and other related laws.

51.1.B. It is further declared to be the purpose of this chapter and the policy of this County that the Martin County Emergency Management Agency will act in accordance with, and in support of, all State and federal disaster preparedness plans as may be required currently or in the future.

(Code 1974, § 9½-1; Ord. No. 558, pt. 1, 11-9-1999)

Sec. 51.2. Definitions.

The following definitions shall apply in the interpretation of this chapter:

Attack means a direct or indirect assault against Martin County, its government, the municipalities contained therein, or the nation, by the forces of a hostile nation or the agents thereof, including assault by bombing, or by radiological, chemical or biological warfare or sabotage.

Director means the Director of the Emergency Management Agency. Appointment and responsibility shall conform with local governmental ordinances, resolutions, policies and F.S. ch. 252.

Emergency means any occurrence or threat thereof, whether accidental, natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

Emergency management will be synonymous for any references to civil defense or disaster preparedness. Its broad meaning is the preparation for, the mitigation of, the response to, and the recovery from emergencies and disasters. Specific emergency management responsibilities include, but are not limited to: (a) reduction of vulnerability of people and communities to damage, injury, and loss of life and property resulting from natural, technological, or manmade emergencies or hostile military or paramilitary action; (b) preparation for prompt and efficient response and recovery to protect lives and property affected by disasters; (c) response to emergencies using all systems, plans, and resources necessary to preserve adequately the health, safety, and welfare of persons or property affected by the emergency; (d) recovery from emergencies by providing for the rapid and orderly start of restoration and rehabilitation of persons and properties affected by emergencies. Responsibilities shall not, however, include any activity that is the primary responsibility of the military forces of the United States.

Facility accident is an unexpected happening or fortuitous event associated with a commercial nuclear electrical generating reactor that may threaten public health, life or property.

Local emergency, as used herein, shall mean an emergency affecting only one political subdivision.

Regulations shall include plans, programs, resolutions, executive orders and other emergency procedures deemed essential to emergency management.

Volunteer means any person who contributes a service, equipments or facilities to the disaster preparedness organization without remuneration.

(Code 1974, § 9½-2; Ord. No. 558, pt. 1, 11-9-1999)

Sec. 51.3. Organization of the County Emergency Management Agency; appointment of director.

The Board of County Commissioners hereby authorizes the County Administrator to appoint a Director of the County Emergency Management Agency. Said appointment shall be subject to confirmation by the Board of County Commissioners. Subject to the direction and control of the Board of County Commissioners

in conformance with applicable resolutions, ordinances and laws, the director shall be responsible for the organization, administration and direction of the Emergency Management Agency and shall coordinate the activities, services and programs for civil defense within the County. The director shall also maintain liaison with other local governments and agencies. The County Administrator shall promptly inform the State of Florida of Emergency Management Division of the appointment of the director. The organization shall consist of the following:

51.3.A. The director and such assistants and other employees as are deemed necessary for the proper functioning of the organization.

51.3.B. All departments, divisions, agencies and services of Martin County government, including their employees, property, equipment and other resources which are administered by the County Administrator, which may be assigned and made available to said Emergency Management Agency as required to effectuate the purposes of this chapter pursuant to statute.

51.3.C. Volunteer persons and agencies offering service to, accepted by, the County.

(Code 1974, § 9½-3; Ord. No. 558, pt. 1, 11-9-1999)

Sec. 51.4. County emergency powers.

The Director of the Emergency Management Agency shall have the following emergency powers:

51.4.A. *Declaration of emergency.* If the director declares that a local emergency exists in Martin County, then in conformance with applicable resolutions, ordinances and laws, the director may exercise the emergency power and authority necessary to fulfill his general powers and duties as prescribed in this chapter. The judgment of the director shall be the sole criteria necessary to invoke local emergency powers provided in this chapter and other appropriate regulations. The state of local emergency shall remain in effect until either the chairman of the Board of County Commissioners or the Board of County Commissioners determines otherwise. The duration of each state of emergency declared locally shall be limited to seven days; it may be extended, as necessary, in up to seven-day increments.

51.4.B. *Board powers.* The Board of County Commissioners may convene to perform its legislative duties as the situation demands, and shall receive reports relative to disaster preparedness activities. The Board of County Commissioners shall have the power and authority to waive the procedures and formalities otherwise required by law pertaining to:

1. The performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the community.
2. Entering into contracts.
3. Incurring of obligations.
4. Employment of permanent and temporary workers.
5. Utilization of volunteer workers.
6. Rental of equipment.
7. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
8. Appropriation and expenditure of public funds.
9. Determination that a threat to public health and safety may result from the generation of widespread debris throughout the County, using any of the following criteria:

a. That such debris constitutes a hazardous environment for modes of movement and transportation of the residents as well as emergency aid and relief services;

b. That such debris may endanger properties in the County;

c. An environment conducive to breeding disease and vermin;

d. Greatly increased risk of fire; and

e. That it is in the public interest to collect and remove disaster debris from property whether public or private lands, public or private roads, and within gated communities; to eliminate any immediate threat to life, public health and safety;

f. To reduce the threat of additional damage to improved property; and

g. To promote economic recovery of the community at large.

10. Authorize the County or their contracted agents the right of access to private property and roads or gated communities as needed by emergency vehicles such as, but not limited to, police, fire, medical care, debris removal, and sanitation to alleviate immediate threats to public health and safety and to provide emergency repairs to vital infrastructure assets.

11. Authorize the removal of debris and wreckage resulting from a major disaster from property whether public or private lands, public or private roads, or within gated communities for safe and sanitary living or functioning conditions.

12. Authorize the removal of derelict vessels pursuant to current Statutes of the State of Florida and in conjunction with the Florida Fish and Wildlife Conservation Commission.

13. Authorize the removal of abandoned vehicles pursuant to current Statutes of the State of Florida and in conjunction with law enforcement of the County and State.

51.4.C. *Orders and rules.* During any period when disaster threatens or when the County has been struck by disaster, within the definitions of this chapter, the director shall recommend that the County Administrator issue such orders or rules as are deemed necessary to protect life and property and preserve critical resources. Any such orders or rules shall have full force and effect of law when filed in the office of the Clerk of the County Commission. The Emergency Management Agency Director, upon issuing approval of such emergency directives, shall immediately advise the chairman of the Board of County Commissioners of the directives. The directives shall remain in effect until the Board of County Commissioners determines otherwise. Such directives may include, but shall not be limited to, the following:

1. Directives prohibiting or restricting the movement of vehicles in order to facilitate the work of emergency management forces, or to facilitate the mass movement of persons from critical areas within the County.

2. Directives pertaining to the movement of persons from and in areas deemed to be hazardous or vulnerable to an emergency or threat of an emergency.

3. Such other directives necessary to preserve public peace, health and safety.

51.4.D. *Mutual aid.* The Emergency Management Agency Director shall advise the chairman of the Board of County Commissioners to order disaster preparedness forces to the aid of other communities when required in accordance with State and County mutual aid agreements and may request the State, or a political subdivision of the State, to send aid to Martin County in case of an emergency when conditions in the County are beyond the capabilities of the local emergency management agency.

51.4.E. *County forces.* The Emergency Management Agency Director may coordinate emergency services of any County department, division or their employees. If regular County forces are determined inadequate, the Emergency Management Agency Director may require the services of such other personnel as he can obtain that are available, including citizen volunteers. All duly

authorized persons rendering emergency services shall be entitled to the privileges and immunities as are provided by State law, County ordinances and policies for regular County employees and other registered and identified emergency management workers and, upon demand, may receive appropriate compensation for their emergency employment.

(Code 1974, § 9½-4; Ord. No. 558, pt. 1, 11-9-1999; Ord. No. 750, pt. 1, 5-22-2007)

Sec. 51.5. Enforcement.

The County law enforcement agencies shall enforce emergency directives issued by the Emergency Management Agency.

(Code 1974, § 9½-5; Ord. No. 558, pt. 1, 11-9-1999)

Sec. 51.6. Duties of Director of Emergency Management Agency.

51.6.A. The director or his designate will prepare all plans pertaining to emergency management. The director shall be responsible to the County Administrator and the Board of County Commissioners, in conformance with applicable resolutions, ordinances and laws.

51.6.B. The Emergency Management Agency Director shall be responsible for the planning, coordination and operation of the emergency management activity of the County. He shall maintain liaison with the State and federal authorities and the authorities of other nearby political subdivisions to insure the most effective operation of all disaster preparedness plans. The Emergency Management Agency Director duties shall include, but not be limited to, the following:

1. Review guidelines required by State and federal agencies, as well as draft plans, annexes and appendices for emergency operations plans, peacetime emergency plans and other plans pertaining to emergency management and civil defense.
2. Issue, review and monitor the current status of standard operating procedures for emergency management agency operations.
3. Review and monitor the current status of emergency-related standard operating procedures, plans and programs of County departments.
4. Coordinate with local governmental and private agencies those plans and annexes pertaining to their functions during times of emergency.
5. Coordinate and liaise with surrounding counties in the preparation of community shelter plans, crisis relocation plans and mutual aid agreements.
6. Assist in the justification and preparation of project applications, program papers, program status reports and other statistical reports required by federal and/or State agencies.
7. Prepare agency budget.
8. Maintain awareness of all reports, forms and procedures required by federal and State agencies to procure aid following an emergency involving the County.
9. Monitor internal routine functioning of staff, administration and EOC facility maintenance.
10. Assume such authority and conduct such activity as the Board of County Commissioners may require and direct to promote and execute the emergency management plan.

(Code 1974, § 9½-6; Ord. No. 558, pt. 1, 11-9-1999; Ord. No. 750, pt. 1, 5-22-2007)

Sec. 51.7. Emergency management plans.

51.7.A. A comprehensive emergency management plan shall be adopted and maintained upon presentation to the Board of County Commissioners. The director shall be responsible for preparing an initial comprehensive emergency management plan, and any amendments thereto, for presentation to the Board of County Commissioners. In the preparation of the various emergency plans as they pertain to County organization, it is the intent that the services, equipment facilities and personnel of all existing departments, divisions and agencies of County government shall be utilized to the fullest extent. When the emergency management plans are approved, it shall be the duty of all County departments and agencies to perform the functions assigned by the plans and to maintain their portion of the plans in a current state of readiness at all times. The plans shall be considered supplementary to this chapter and have the effect of law whenever an emergency, as defined in this chapter, has been proclaimed.

51.7.B. Each department/division or agency head of County government assigned responsibilities in the plan shall be responsible for carrying out all duties and functions assigned therein, including the organization and training of assigned employees and volunteers. Each department head shall formulate the operation plan for his service which, when approved, shall be an annex to and a part of the various and individual emergency plans.

51.7.C. All plans and annexes to the plans will be submitted to the State Division of Emergency Management as required in the appropriate State statutes and rules. Upon approval by the division, they will be submitted to the Board of County Commissioners for promulgation as defined by this chapter.

51.7.D. Amendments to the plans shall be submitted for presentation and approval by the Board of County Commissioners. In the event an amendment is pending at the time that an emergency is proclaimed under provisions of this chapter or F.S. ch. 252, the amendment will be considered approved immediately and will remain effective unless specifically revoked by the Board of County Commissioners.

51.7.E. When a required competency or skill for an emergency function is not available within the County government, the Emergency Management Agency Director is authorized upon the approval of the Board of County Commissioners to seek assistance from persons or businesses outside of County government. The Board of County Commissioners may reimburse persons or businesses outside of government for services rendered, upon presentation to the board of complete documentation of the expense. All such expense and cost shall be expended from the general fund. Persons who render emergency services as authorized by the Emergency Management Agency Director shall be entitled to the same rights and immunities as are provided by law for the employees of this County.

(Code 1974, § 9½-7; Ord. No. 558, pt. 1, 11-9-1999)

Sec. 51.8. Compensation for services and property damage.

51.8.A. Compensation for services or for the use of property shall not be owed only to the extent that a person has volunteered his services or property.

51.8.B. Compensation owed for personal services shall be only such as may be fixed by the Board of County Commissioners.

51.8.C. Nothing in this section applies to or authorizes compensation for the destruction or damaging of standing timber or other property in order to provide a firebreak or damage resulting from the release of waters or the breach of impoundments in order to reduce pressure or other danger from actual or threatened flood or applies to or authorizes compensation beyond the extent of funds available for such compensation.

(Code 1974, § 9½-8; Ord. No. 558, pt. 1, 11-9-1999)

Sec. 51.9. Liability.

Any person owning or controlling real estate or other premises who voluntarily and without compensation grants the County the right to inspect, designate and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual, impending or practice enemy attack or emergency shall not be civilly liable for the death of, or injury to, any persons on or about such real estate or premises under such license, privilege or other permission, or for loss of or damage to the property of such person, unless gross negligence or willful and wanton misconduct of such person owning or controlling such real estate or premises or his successor in interest shall be the proximate cause of such death, injury, loss or damage.

(Code 1974, § 9½-9; Ord. No. 558, pt. 1, 11-9-1999)

State Law reference— Similar provisions, F.S. § 252.51.

Sec. 51.10. Violation of directives or plans.

It shall be unlawful for any person to violate any of the provisions of this chapter or of the directives or plans issued pursuant to the authority contained herein, or to willfully obstruct, hinder or delay any member of the Emergency Management Organization as herein defined in the enforcement of the provisions of this chapter or any directive or plan issued thereunder.

(Code 1974, § 9½-10; Ord. No. 558, pt. 1, 11-9-1999)

Sec. 51.11. Mutual aid agreements.

The Board of County Commissioners is authorized to develop and enter into, with copies to the State Division of Emergency Management, mutual aid agreements within the State for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted. Such agreements shall be consistent with the State comprehensive emergency management plan and program.

(Code 1974, § 9½-11; Ord. No. 558, pt. 1, 11-9-1999)

State Law reference— Mutual aid arrangements, F.S. § 252.40.

Sec. 51.12. Direction of County Administrator; powers of Board of County Commissioners.

Matters other than those enumerated above, that are handled by the Director of the Emergency Management Agency, will be under the direction of the County Administrator. Nothing in this chapter shall be construed as abridging or curtailing the powers or restrictions of the Board of County Commissioners as defined in appropriate ordinances or statutes. The County Administrator may delegate responsibilities under this chapter to the Director of Emergency Services.

(Code 1974, § 9½-12; Ord. No. 558, pt. 1, 11-9-1999)

Secs. 51.13—51.40. Reserved.

ARTICLE 2. STATE OF EMERGENCY

Sec. 51.41. Rental or sale of essential commodities during a declared state of emergency; prohibition against unconscionable prices.

51.41.A. As used in this section:

1. "Commodity" means any goods, services, materials, merchandise, supplies, equipment, resources, or other article of commerce, and includes, without limitation, food, water, ice, chemicals, petroleum products, and lumber necessary for consumption or use as a direct result of the emergency.
2. It is prima facie evidence that a price is unconscionable if:
   a. The amount charged represents a gross disparity between the price of the commodity or rental or lease of any dwelling unit or self-storage facility that is the subject of the offer or transaction and the average price at which that commodity or dwelling unit or self-storage facility was rented, leased, sold, or offered for rent or sale in the usual course of business during the 30 days immediately prior to a declaration of a state of emergency, and the increase in the amount charged is not attributable to additional costs incurred in connection with the rental or sale of the commodity or rental or lease of any dwelling unit or self-storage facility, or national or international market trends; or
   b. The amount charged grossly exceeds the average price at which the same or similar commodity was readily obtainable in the trade area during the 30 days immediately prior to a declaration of a state of emergency, and the increase in the amount charged is not attributable to additional costs incurred in connection with the rental or sale of the commodity or rental or lease of any dwelling unit or self storage facility, or national or international market trends.

51.41.B. Upon a declaration of a state of emergency by the Governor or the Martin County Board of County Commissioners or such other designee as may be provided for by the Martin County Code of Ordinances, it is unlawful and a violation of this article for a person or his agent or employee to rent or sell or offer to rent or sell at any unconscionable price, within the area for which the state of emergency is declared, any essential commodity including, but not limited to, supplies, services, provisions, or equipment that are necessary for consumption or use as a direct result of the emergency. This prohibition remains in effect until the declaration expires or is terminated.

51.41.C. It is unlawful and a violation of this article for any person to impose unconscionable prices for rental or lease of any dwelling unit or self-storage facility during a period of declared state of emergency.

51.41.D. A price increase approved by an appropriate governmental agency shall not be in violation of this section.

51.41.E. This section shall not apply to sales by growers, producers or processors of raw or processed food products, except for retail sales of such products to the ultimate consumer within the area of the declared state of emergency.

51.41.F. Nothing in this section creates a private cause of action in favor of any person damaged by a violation of this section.

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

(Ord. No. 426, § 1, 5-23-1993)

Sec. 51.42. Waiver of procedures and formalities otherwise required by law during a declared state of emergency.

Upon declaration of a state of local emergency declared by the Board of County Commissioners or such other designee as may be provided for by the Martin County Code of Ordinances, or emergency declared by the Governor of the State of Florida, and pursuant to F.S. § 252.38, Martin County hereby waives the procedures and formalities (including bidding procedures) otherwise required of political subdivisions by law pertaining to:

51.42.A. Performing of public work, taking whatever action is necessary to ensure the health, safety and welfare of the community;

51.42.B. Entering into contracts;

51.42.C. Incurring obligations;

51.42.D. Employment of permanent and temporary workers;

51.42.E. Utilization of volunteer workers;

51.42.F. Rental of equipment;

51.42.G. Acquisition and distribution with or without compensation of supplies, materials, and facilities;

51.42.H. Appropriation and expenditure of public funds

(Ord. No. 426, § 2, 5-25-1993)

Chapter 59 ELECTIONS [1]

ARTICLE 1. - IN GENERAL

ARTICLE 2. - REREGISTRATION OF VOTERS

FOOTNOTE(S):

--- (1) ---

Cross reference— Administration, ch. 1. (Back)

State Law reference— Voter registration, F.S. ch. 97. (Back)

ARTICLE 1. IN GENERAL

Secs. 59.1—59.30. Reserved.

ARTICLE 2. REREGISTRATION OF VOTERS

Sec. 59.31. Authority of Commissioners to provide for reregistration or new registration of voters.

The Board of County Commissioners of Martin County, Florida, is hereby authorized, by resolution, to provide for the reregistration or for a new registration of all voters in Martin County, Florida; however, this article shall not apply to any municipal elections.

(Code 1974, § 10-11; Laws of Fla. ch. 25296(1949), § 1)

Sec. 59.32. Compliance prerequisite to right to vote.

Only those persons who reregister or register anew, under the foregoing authority, shall be permitted to thereafter participate in elections in Martin County, Florida.

(Code 1974, § 10-12; Laws of Fla. ch. 25296(1949), § 1)

Sec. 59.33. Publication of resolution required.

The Board of County Commissioners, upon the adoption of a resolution providing for reregistration or for a new registration of voters, shall cause a copy of said resolution to be published once a week for four consecutive weeks, in a newspaper of general circulation published in such County, prior to the opening of the registration books.

(Code 1974, § 10-13; Laws of Fla. ch. 25296(1949), § 1)

Sec. 59.34. Application of general law.

Such reregistration or new registration of voters in Martin County, Florida, except as herein otherwise provided, shall be carried out as prescribed by general law for the registration of voters.

(Code 1974, § 10-14; Laws of Fla. ch. 25296(1949), § 1)

Sec. 59.35. Limitation on when reregistration or new registration may be required.

Such reregistration or new registration of voters, under the authority of this article, shall be exercised not more than once each eight years; provided, however, that nothing in this section shall prevent the reregistration or new registration of voters for primary elections and for general elections in any one year.

(Code 1974, § 10-15; Laws of Fla. ch. 25296(1949), § 2)

Sec. 59.36. Additional compensation may be provided for Supervisor of Elections.

The Board of County Commissioners of Martin County, Florida, may provide for compensation to the Supervisor of Registration and his or her deputies, for their additional services rendered in carrying out the provisions of this article.

(Code 1974, § 10-16; Laws of Fla. ch. 25296(1949), § 3)

Chapter 75 FIREARMS [1]

Sec. 75.1. Repeal of county firearm ordinances.

Pursuant to F.S. § 790.33, any and all county ordinances regarding firearms, guns, shooting, or ammunition, not set forth as repealed by this ordinance, are hereby repealed. Pursuant to F.S. § 790.33(4), the sections of the Martin County Land Development Code regarding firing ranges and shooting ranges are excepted from this repeal.

(Ord. No. 897, pt. 1, 8-23-2011)

Sec. 75.2 Local option.

In accordance with the authority granted by the Article VIII, Section 5.(b) of the Constitution of the State of Florida, Martin County hereby requires a three-day waiting period, excluding weekends and legal holidays, in connection with the sale of any firearm occurring within Martin County. For purposes of this section, the term "sale" means the transfer of money or other valuable consideration for any firearm when any part of the transaction is conducted on property to which the public has the right of access. Holders of a concealed weapons permit as prescribed by general law shall not be subject to the provisions of this section when purchasing a firearm.

(Ord. No. 897, pt. 1, 8-23-2011)

FOOTNOTE(S):

--- (**1**) ---

Editor's note— Part 1 of Ord. No. 897, adopted Aug. 23, 2011, deleted ch. 75 in its entirety and replaced §§ 75.1—75.6 to read as herein set out. Former §§ 75.1—75.6 derived from Ch. 14½ of the 1974 Code; Ord. No. 361, adopted March 28, 1989; and Ord. No. 595, adopted Aug. 14, 2001. (Back)

Cross reference— Fish and wildlife, ch. 83; hunting from public street or highway, § 155.131 et seq. (Back)

State Law reference— Weapons and firearms, F.S. ch. 790; local regulations of firearms, F.S. § 790.33. (Back)

Chapter 95 JURY COMMISSION [1]

Sec. 95.1. Appointment of commissioners; qualifications; terms.

The Governor shall appoint five Jury Commissioners in Martin County, no two of whom shall be a resident of the same County Commissioner's district of said County. The Jury Commissioners and their successors shall hold office concurrently for terms of two years.

(Code 1974, § 20-1; Laws of Fla. ch. 71-771, § 1)

Sec. 95.2. Preparation of jury list; use of list for selection of jurors.

The Jury Commissioners in said County shall select and list not less than 3,000 nor more than 3,100 residents of the County known or believed to be qualified under the laws of Florida to be jurors who, even if exempt, have not filed a written claim of exemption from jury duty as hereinafter provided, and said list shall be used in the selection of jurors for all courts in the County. In making the selections and preparation of said lists, the Jury Commissioners may confer with the County Judge or any judge of the Circuit Court of the County, and shall have the power, without charge or cost, to examine, at any reasonable time or times, all documents and records in the office of the Clerk of the Circuit Court, County judge's office and of any other County officials, as to persons who have been listed, summoned, not found, served or excused as jurors, and all books, records and lists in the office of the Supervisor of Elections or other County official containing the names of electors of the County.

(Code 1974, § 20-2; Laws of Fla. ch. 71-771, § 2)

Sec. 95.3. Certification of list; approval by Circuit Court; recording; placing names in jury box.

The list of jurors shall be completed by the Jury Commissioners and certified by them, when so ordered by a judge of the Circuit Court of the County. Every list shall be submitted to and approved by a judge of the Circuit Court, such approval to be evidenced by his signature thereon. When so certified and approved, the list of jurors shall be recorded by the Clerk of the Circuit Court in the public records of the County, at the regular recording fee. The list so certified, approved and recorded, although it may be defective or irregular in form, certification, approval or other formal requirements or in number or qualification of the persons so named, shall be the basis for copying the listed names on separate pieces of paper to be deposited and preserved in the box from which the names of persons for jury duty are to be drawn as prescribed by law. It shall not affect the validity of such list or any listed or copied name if there should be any error or irregularity in either, each person so procured or listed as a juror being presumed to be the one

intended to be listed as a juror. When the jury list is prepared pursuant to the order of a circuit judge and is certified, approved and recorded, the names on said jury list shall be placed in the jury box to supplement names of jurors previously placed in the jury box. Names of jurors previously placed in the jury box shall remain in the jury box until selected or until a judge of the Circuit Court of the County shall order the jury box emptied. A single jury box shall be used in drawing names of jurors in all courts in the County.

(Code 1974, § 20-3; Laws of Fla. ch. 71-711, § 3)

Sec. 95.4. Clerk of Jury Commissioners.

The Supervisor of Elections shall be the clerk for the Jury Commissioners.

(Code 1974, § 20-4; Laws of Fla. ch. 71-771, § 4)

Sec. 95.5. Manner of claiming exemptions from jury duty.

Every person claiming to be exempt from jury duty in the County shall, on or before December 31 of each year, file with the Supervisor of Elections an affidavit claiming exemption from jury duty and stating the grounds therefor, which affidavit shall be filed by the Supervisor of Elections and transmitted promptly to the Jury Commissioners. If any person claiming any such exemption from jury duty shall fail or refuse to file an affidavit of exemption from jury duty within the time above stated, he shall not be entitled to have the privilege of exemption from jury duty during the calendar year succeeding that during which he was required to file his affidavit of exemption. In preparing the jury list, the Jury Commissioners shall examine all written claims of exemption from jury duty which were filed on or before the preceding December 31 and shall omit from such jury list the names of all persons who shall be entitled to exemption from jury duty and who have filed such written claims of exemption within the time stated in this section. If any claim of exemption from jury [duty] shall be disallowed by the Jury Commissioners, the person claiming exemption, having filed his written claim, may renew his claim of exemption in any court in which he may be summoned as a juror.

(Code 1974, § 20-5; Laws of Fla. ch. 71-771, § 5)

Sec. 95.6. Compensation of commissioners.

Each Jury Commissioner shall be paid, out of the County general fund, an annual salary of $300.00 and his actual expenses incurred or paid in the performance of his official duties, upon his requisition containing an itemized statement of his expenses and that of the Supervisor of Elections, which shall be approved by one of the judges of the Circuit Court of the County before being entitled to payment.

(Code 1974, § 20-6; Laws of Fla. ch. 71-771, § 6)

FOOTNOTE(S):

--- (**1**) ---

Chapter 95 JURY COMMISSION

Cross reference— Administration, ch. 1; courts, ch. 47. (Back)

Chapter 99 JUVENILE AND MENTAL DETENTION HOMES [1]

Sec. 99.1. Advisory board—Created; appointments; membership.

There is hereby created an advisory board composed of three members from each of the four contiguous counties having a population of not less than 87,750 and not more than 88,500, according to the latest official decennial census. The members of the advisory board shall be appointed by the chairman of the board of county commissioners from each of the four contiguous counties. The implicit understanding under this article is that each county shall have three members on the advisory board, which three members shall be appointed by the chairman of the board of county commissioners of each county.

(Code 1974, § 21-1; Laws of Fla. ch. 61-680, § 1)

Editor's note— The general law from which this section is derived was repealed by Laws of Fla. ch. 71-29, with the proviso that it become an ordinance of the affected county, subject to modification as are other ordinances.

Cross reference— Administration, ch. 1.

Sec. 99.2. Same—Compensation; general duties.

Members of the advisory board shall serve without compensation. The members of the board are hereby authorized and directed to make an extensive study into the needs of the juvenile and mental detention home in said area; to make a study as to the economic feasibility of said juvenile and mental detention home, as to the cost of construction, as to the cost of maintaining, as to the cost of personnel and number of personnel needed to maintain said home, as to the location within the area of the four contiguous counties for the ultimate construction of said home, and other information which the board determines necessary to report to the board of county commissioners of each of the counties contained in this article.

(Code 1974, § 21-2; Laws of Fla. ch. 61-680, § 2)

Sec. 99.3. Same—Power to enter into contracts and agreements.

The Board of County Commissioners, under this article, is hereby empowered to enter into any contracts and/or agreements with the other various boards of county commissioners, under this article, for the purpose of construction, improving, maintaining and development of the juvenile and mental detention home, and to do any and all other acts as may be necessary for the final construction and maintenance of said juvenile and mental detention home.

(Code 1974, § 21-3; Laws of Fla. ch. 61-680, § 3)

Sec. 99.4. Travel expenses.

The Board of County Commissioners, within the area of the four contiguous counties, is authorized to pay travel and other expenses incurred by the advisory board in making the study and recommendations outlined above.

(Code 1974, § 21-4; Laws of Fla. ch. 61-680, § 4)

FOOTNOTE(S):

--- (**1**) ---

Cross reference— Health, ch. 87; juvenile services, § 163.91 et seq. (Back)

Chapter 103 LAND USE GENERALLY [1]

FOOTNOTE(S):

--- (1) ---

Editor's note— The user of this volume needs to be aware that additional land use regulations are included in the Land Development Regulations published as volume 2 of the Code. (Back)

Cross reference— Drainage and irrigation, ch. 55; environmental control, ch. 67. (Back)

State Law reference— Local Government Comprehensive Planning and Land Development Regulation Act, F.S. § 163.3161 et seq. (Back)

ARTICLE 1. IN GENERAL

Sec. 103.1. Grant of power.

For the purposes of promoting the public health, safety, welfare and morals, and of guiding and accomplishing coordinated, adjusted and harmonious development in accordance with existing and future needs, the Board of County Commissioners of Martin County is hereby granted all such powers and authority as may be expressly provided herein, or as are impliedly necessary for the carrying out of the provisions of this chapter; said provisions shall, at all times, have application only to such territory within

Martin County as is not included within the corporate limits of any city or town, except as may be otherwise provided herein. All of the aforesaid powers and authority shall be exercised in the manner hereinafter provided, or otherwise in conformity with applicable laws of Florida. Included among the aforesaid powers and authority shall be the following:

103.1.A. *Adoption of technical codes; permits and licenses; planning, zoning and subdivision regulations.* To adopt, administer and enforce building, electrical, plumbing and housing codes, and to require such permits and licenses as the Board of County Commissioners shall deem necessary for the effective administration and enforcement of such codes, planning and zoning regulations, and regulations governing the platting and subdivision of lands.

103.1.B. *Official map; regulation of location of buildings; setback lines.* To adopt an official map, including reservation of mapped street locations for future public acquisition; to regulate building on the land reserved for such mapped streets; and to establish building setback lines with reference to all highways, streets, public ways and easements in or on the lands and waters.

103.1.C. *Establishment of Planning and Zoning Commission.* To establish a Planning and Zoning Commission, which shall have the power and perform the duties hereinafter provided.

103.1.D. *Establishment of Board of Zoning Adjustment.* To establish a Board of Zoning Adjustment as hereinafter provided.

103.1.E. *Personnel.* To provide, from time to time, for the appointment and employment of such personnel as may be deemed by the Board of County Commissioners to be necessary for carrying out effectively the purposes of this chapter, to fix the compensation and other terms of employment of personnel and to prescribe their qualifications and duties.

103.1.F. *Technical assistance.* Through employment, contracts or otherwise, to obtain and utilize consultant, engineering, architectural, planning, zoning, legal or other professional or technical services for the County in furtherance of the purposes of this chapter, [and] to enter into contracts or other arrangements with agencies of the State and federal governments and with other bodies, public or private, for assistance or collaboration in furtherance of the purposes of this chapter.

103.1.G. *Appropriations.* To determine and to appropriate, apply and expend, or approve the expenditure, from the general fund of the County, or from special funds designated for the purpose and consisting, in whole or in part, of loans, grants, gifts, bequests or devices, all sums deemed by the Board of County Commissioners to be necessary for undertaking and carrying out the provisions of this chapter.

103.1.H. *Fees and charges.* To establish and to require compliance with a schedule of fees and charges, to be charged with reference to the issuance of licenses, permits and certifications; the issuance of maps, plans, reports and resolutions; the making of inspections; receiving and processing of applications, petitions or appeals; and recording of information for public use. These funds shall be deposited into the general fund.

(Code 1974, § 23-1; Laws of Fla. ch. 61-2466, § 1)

Sec. 103.2. Remedies for violations of chapter.

The violation of any of the codes, regulations, restrictions and limitations promulgated under the provisions of this chapter may be restricted by injunction, including a mandatory injunction, and otherwise abated in any manner provided by law, and suit or action may be instituted and maintained by the Board of County Commissioners, by any taxpayer within the County or by any persons affected by the violation of any such regulations, restriction or limitation.

(Code 1974, § 23-2; Laws of Fla. ch. 61-2466, § 8)

Sec. 103.3. Penalties.

Any person, firm, partnership or corporation violating any of the provisions of this chapter or who shall fail to abide by and obey all orders and resolutions promulgated, as herein provided for, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished as provided by law.

(Code 1974, § 23-3; Laws of Fla. ch. 61-2466, § 9)

Sec. 103.4. Continuance of prior provisions.

All zoning and building regulations and regulations governing the platting and subdivision of lands in Martin County, heretofore adopted, shall remain in force and effect until amended or abolished by the Board of County Commissioners under the provisions of this chapter.

(Code 1974, § 23-4; Laws of Fla. ch. 61-2466, § 11)

Sec. 103.5. Declaration of intent to exercise authority set out in Local Government Comprehensive Planning Act of 1975.

In compliance with F.S. § 163.3171(2), the Board of County Commissioners of Martin County hereby declares its intent to exercise in the unincorporated areas of Martin County the authority set out in Laws of Fla. ch. 75-257.

(Code 1974, § 23-5; Ord. No. 88, pt. 1, 3-23-1976)

Sec. 103.6. Reserved.

Editor's note— Part III.A. of Ord. No. 612, adopted May 14, 2002, repealed § 23-6, which had been redesignated from the 1974 Code as § 103.6 during the 2002 recodificaton, and pertained to the local planning agency.

Secs. 103.7—103.30. Reserved.

ARTICLE 2. PLANNING AND ZONING GENERALLY

DIVISION 1. - GENERALLY

DIVISION 2. - PLANNING AND ZONING COMMISSION

DIVISION 3. - WATER RESOURCES AND MANAGEMENT ADVISORY COMMITTEE

DIVISION 4. - BOARD OF ZONING ADJUSTMENT

DIVISION 1. GENERALLY

Sec. 103.31. Duty of County Commissioners to appoint Planning and Zoning Commission, divide County into districts, promulgate regulations; standards for regulations.

In order to avail itself of the zoning powers conferred by this chapter, the Board of County Commissioners shall appoint the Planning and Zoning Commission and shall receive its recommendations, as provided in section 103.52 hereof. Thereafter, the Board of County Commissioners shall divide the area of the County into districts of such number, shape and area as it deems best suited to carry out the purposes of this chapter; the Board of County Commissioners shall exercise its powers within such districts to regulate and restrict the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land. All regulations shall be uniform for each class or kind of building throughout each district, but the regulations in one district may differ from those in other districts. Regulations shall be made in accordance with a comprehensive plan and designed to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; to preserve and facilitate the development and display of the natural beauty and attractiveness of roadsides. Such regulations shall be made with reasonable consideration, among other things, to the character of the district and its peculiar suitability for particular uses and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout Martin County. The subject matters embraced within such regulations may include, without being limited thereto, the following: height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population, the location and use of buildings, structures and land and water for trade, industry, residence or other purposes, the reservation of space and the providing of facilities for the parking of vehicles and for other services required by the various classes and types of property use.

(Code 1974, § 23-15; Laws of Fla. ch. 61-2466, § 3)

Editor's note— It should be noted that the provisions creating and pertaining to the Planning and Zoning Commission were repealed by Part III.B. of Ord. No. 612, adopted May 14, 2002.

Sec. 103.32. Procedure for enactment of zoning regulations, restrictions, boundaries.

No zoning regulation, restriction or boundary shall become effective until after a public hearing in relation thereto before the Board of County Commissioners, at which parties in interest and citizens shall have an opportunity to be heard. At least 15 days' notice of the time and place of such hearing shall be published in a newspaper of general circulation in Martin County. Regulations, restrictions and boundaries may, from time to time, be amended, supplemented, changed or repealed, following the same procedures required for the original adoption of the regulations, restrictions and boundaries, as set forth herein.

(Code 1974, § 23-16; Laws of Fla. ch. 61-2466, § 3)

Secs. 103.33—103.50. Reserved.

DIVISION 2. PLANNING AND ZONING COMMISSION [2]

Secs. 103.51—103.70. Reserved.

Secs. 103.51—103.70. Reserved.

FOOTNOTE(S):

--- (2) ---

Editor's note— Part III.B. of Ord. No. 612, adopted May 14, 2002, repealed §§ 23-22—23-24, which had been redesignated from the 1974 Code as §§ 103.51—103.53 during the 2002 recodificaton. (Back)

Cross reference— Administration, ch. 1. (Back)

DIVISION 3. WATER RESOURCES AND MANAGEMENT ADVISORY COMMITTEE [3]

Secs. 103.71—103.90. Reserved.

Secs. 103.71—103.90. Reserved.

FOOTNOTE(S):

--- (3) ---

Editor's note— Part III.C. of Ord. No. 612, adopted May 14, 2002, repealed §§ 23-25—23-25.4, which had been redesignated from the 1974 Code as §§ 103.71—103.75 during the 2002 recodificaton. (Back)

Cross reference— Administration, ch. 1; drainage and irrigation, ch. 55; water and sewers, ch. 159. (Back)

DIVISION 4. BOARD OF ZONING ADJUSTMENT [4]

Secs. 103.91—103.190. Reserved.

FOOTNOTE(S):

--- (4) ---

Editor's note— Part III.D. of Ord. No. 612, adopted May 14, 2002, repealed §§ 23-30—23-37.9, which had been redesignated from the 1974 Code as §§ 103.91—103.106 during the 2002 recodificaton. (Back)

Cross reference— Administration, ch. 1. (Back)

ARTICLES 3, 4. RESERVED

ARTICLE 5. DEVELOPMENT APPROVAL PROCEDURES

Sec. 103.191. Reserved.

Editor's note— Part III.E. of Ord. No. 612, adopted May 14, 2002, repealed § 23-171, which had been redesignated from the 1974 Code as § 103.191 during the 2002 recodificaton, and pertained to the development review committee.

Chapter 107 LIBRARIES [1]

FOOTNOTE(S):

--- (1) ---

Cross reference— Art in public places, ch. 13; capital improvement projects, ch. 29. (Back)

ARTICLE 1. IN GENERAL

Secs. 107.1—107.30. Reserved.

ARTICLE 2. LIBRARY BOARD OF TRUSTEES [2]

Sec. 107.31. Library Board established as official board.

The currently existing and acting Martin County Library Board is established as an official board of said County.

(Code 1974, § 24-11; Res. No. 73-3.12, § 1, 3-27-1973)

Sec. 107.32. Composition, appointments; quorum; absences; officers; construction of article.

107.32.A. The Martin County Library Board of Trustees shall consist of five members who are residents of the County, appointed at large by a Board of County Commissioners for staggered terms of three years each. They shall not be public office holders nor shall they be employed in the County library, nor be related to a library employee. Members may be reappointed for one additional term of three years upon completion of a full three-year term, in addition to serving the balance of an unexpired term appointment. The present members of the board shall serve until their current term expires. The Board of County Commissioners shall fill any vacancy now existing for such term (one, two, or three years) as is necessary to ensure that not more than one-third of the members' terms will expire in any one year. Three members shall constitute a quorum. Members shall be required to attend two-thirds of the regularly scheduled meetings in any 12-month period or they shall be dropped from membership.

107.32.B. The following officers shall be elected annually in October by a majority vote of the Library Board of Trustees: chair, vice-chair and secretary. The office of chair shall not be held by one member for more than two consecutive terms.

107.32.C. This article shall not be construed as delegating to this board, or its members, any power of a governmental, legislative or administrative nature, but as the establishment of an official instrumentality by which the Board of County Commissioners may claim the benefit of accurate, comprehensive information, advice and counsel concerning all matters relating to the public library and related cultural facilities and programs which may be necessary for appropriate action by the Board of County Commissioners.

(Code 1974, § 24-12; Res. No. 73-3.12, § 2, 3-27-1973; Ord. No. 207, pt. 1, 3-8-1983; Ord. No. 278, pt. 1, 1-14-1986; Ord. No. 823, pt. 1, 6-2-2009; Ord. No. 889, pt. 1, 1-11-2011)

Sec. 107.33. Fiscal year.

The Martin County Library Board's year shall begin on October 1 and end on September 30 each year.

(Code 1974, § 24-13; Res. No. 73-3.12, § 3, 3-27-1973)

Sec. 107.34. General powers.

The Martin County Library Board of Trustees (Trustees) shall have the following duties, functions, and responsibilities: to serve in an advisory capacity to the Board of County Commissioners and the County Administrator through the Library Director as follows:

107.34.A. Should the Library Director position become vacant, the County Administrator will provide the Trustees with the top three candidates being considered, their application and resumes. The County Administrator will solicit comments from the Trustees on each of the candidates and discuss possible rankings of the candidates prior to making a final determination. The final decision will be the responsibility of the County Administrator with confirmation by the Board of County Commissioners;

107.34.B. Develop library policy with the advice and counsel of the Library Director, especially concerning library hours, book selection, use of meeting rooms, etc.;

107.34.C. Make continuing studies of all existing and future needs of the County in respect to public facilities and services;

107.34.D. Review the financial position of the library system and make reports and submit recommendations regarding sound and feasible budget financing;

107.34.E. Keep constantly aware of public library standards, trends, regulations and legislation;

107.34.F. Formulate or recommend actions to raise the quality of service and utilization of financial assistance from State, national and other sources.

(Code 1974, § 24-14; Res. No. 73-3.12, § 4, 3-27-1973; Ord. No. 207, pt. 1, 3-8-1983; Ord. No. 823, pt. 1, 6-2-2009; Ord. No. 916, pt. 1, 8-7-2012)

Editor's note— The titles of county officers, county employees or county agencies in the above section have been corrected to reflect current titles.

Sec. 107.35. Adherence to State law and County ordinances.

The Martin County Library Board of Trustees shall, at all times, adhere to the budgetary requirements of State law and to the purchase bidding requirements of County ordinance.

(Code 1974, § 24-15; Res. No. 73-3.12, § 5, 3-27-1973)

Sec. 107.36. Library property not to be sold, encumbered without approval of County Board of Commissioners.

All property of the Martin County Public Library, both real and personal, is and shall remain the property of Martin County and shall not be sold, pledged, hypothecated or mortgaged without the written consent of the Board of County Commissioners.

This section does not apply to property which is donated to the Friends of the Martin County Library System for the purpose of generating revenue for the library system. It also does not apply to property which has been determined by the library staff to be damaged or unusable for any purpose.

(Code 1974, § 24-16; Res. No. 73-3.12, § 6, 3-27-1973; Ord. No. 959, pt. 1, 8-19-2014)

Secs. 107.37—107.60. Reserved.

FOOTNOTE(S):

--- (2) ---

Cross reference— Administration, ch. 1. (Back)

ARTICLE 3. LAW LIBRARY [3]

Sec. 107.61. Created; location; administration.

There is hereby created as a unit of the Martin County Library System the Martin County Law Library, which shall be located in appropriate quarters in the Martin County Courthouse, or if no such quarters are reasonably available, in such location as designated by the Board of County Commissioners. The Martin County Law Library shall be under the administrative jurisdiction of the Director of the Martin County Library System; though, as provided herein, the Martin County [Law] Library shall be, whenever feasible, a separate unit of the Martin County Library System.

(Code 1974, § 24-27; Ord. No. 416, pt. II, 9-22-1992)

Sec. 107.62. Advisory committee.

107.62.A. There is hereby created an advisory committee to be known as the "Law Library Committee," which committee shall consist of five members:

1. A Circuit Court judge appointed by the chief judge of the judicial circuit who is a resident of the County, or, if no person satisfies this criteria, is assigned to the court in Martin County.
2. One member of the Board of County Commissioners of Martin County, Florida, to be chosen by said Board of County Commissioners biennially.
3. The Clerk of the Circuit Court of said County.
4. Two practicing attorneys of said County to be appointed by the president of the Martin County Bar Association.

The committee shall advise and assist the Director of the Martin County Law Library System in maintenance of the Martin County Law Library.

107.62.B. This section shall not be construed as delegating to the Law Library Committee or its members any power of a governmental, legislative or administrative nature, but as the establishment of an official instrumentality by which the director of the library system and the Board of County Commissioners may claim the benefit of accurate, comprehensive information, advice and counsel from the local bar and judiciary concerning matters relating to the law library.

(Code 1974, § 24-28; Ord. No. 416, pt. II, 9-22-1992)

Sec. 107.63. Collection of costs in civil causes.

There shall be taxed and collected by the Clerk of the Circuit Court of Martin County such sum or sums as are established from time to time by resolution of the Board of County Commissioners of Martin County

as costs in each civil cause at law or in equity commenced in the Circuit Court, County Court, or Probate Court, in and for Martin County, in addition to the costs otherwise provided by law, the whole sum shall be set apart by the Clerk to be used exclusively for the purchase, maintenance, and operation of the Martin County Law Library. The costs imposed pursuant to this section shall not cause the total court costs imposed to rise in excess of the limitations provided by F.S. §§ 28.241 and 34.041. At the end of each month the Clerk shall turn over the funds so collected to the Board of County Commissioners.

(Code 1974, § 24-29; Ord. No. 416, pt. II, 9-22-1992)

Cross reference— County Court and Circuit Court charges, § 47.51 et seq.

Sec. 107.64. Law library fund.

All of the funds hereby appropriated for the use of said law library shall be placed by said Board of County Commissioners into a fund to be known as the "law library fund," which said fund shall be expended by Martin County only for the purpose of procuring, equipping, maintaining and operating a law library as herein provided, and for the purpose of securing such furniture, furnishings, and equipment as may be necessary for the proper operation of said law library, and for the purpose of employing such personnel as may be required for the proper operation of said library. If such funds are not adequate to achieve the purpose necessary to the Martin County Law Library, then the Board of County Commissioners is authorized, in its discretion, to augment the law library fund from other funds available for such use.

(Code 1974, § 24-30; Ord. No. 416, pt. II, 9-22-1992)

FOOTNOTE(S):

--- (3) ---

Cross reference— Courts, ch. 47. (Back)

Chapter 127 PERSONNEL/HUMAN RESOURCES [1]

FOOTNOTE(S):

--- (1) ---

Cross reference— Administration, ch. 1; County Administration, § 1.61 et seq.; life insurance for volunteer firemen, § 79.31 et seq. (Back)

ARTICLE 1. IN GENERAL

Sec. 127.1. Expense account for County Commissioners authorized; travel expenses for elected officials and employees.

127.1.A. In all counties in the State having a population of not less than 15,800 nor more than 17,000 according to the latest official decennial census, the County Commissioners are hereby authorized an expense allowance of $50.00 per month, in addition to all other compensation to which they may be entitled.

127.1.B. The Board of County Commissioners of such counties and their designated employees and all other elected County officials and their designated employees, except the Sheriff, when traveling outside their County on official business shall be allowed for subsistence in the amount of $15.00 per day or fraction thereof; and when any County Commissioners or their designated employees and all other elected County officials or their designated employees, except the Sheriff, are using their privately owned automobiles for said travel, they shall be allowed $0.10 per mile for mileage traveled and when traveling by any common carrier they shall be allowed actual expenses incurred for such transportation.

127.1.C. All payments for expense allowances and reimbursements for expenses to the County Commissioners and their designated employees and any other elected County officials and their designated employees, except the Sheriff, on or after May 1, 1959, are hereby specifically ratified and confirmed in every respect and shall be deemed to have been made for an authorized County purpose.

(Code 1974, § 25-1; Laws of Fla. ch. 63-810, §§ 1—3)

Editor's note— The general law from which this section is derived was repealed by Laws of Fla. ch. 71-29, with the proviso that it become an ordinance of the affected county, subject to modification as are other ordinances.

Sec. 127.2. Authority of commission to provide for pensions for certain employees.

The Board of County Commissioners of Martin County, Florida, is hereby authorized to provide, by resolution, for the payment of a County pension to any officer or employee of such County who has had at least 20 years' service with such County, and has reached the age of at least 70 years, upon the retirement of such officer or employee from the service of such County. Any such pension payments shall be paid monthly from the general fund of said County in such amounts and in such manner as may be provided by said Board of County Commissioners.

(Code 1974, § 25-2; Laws of Fla. ch. 26008(1949), § 1)

Sec. 127.3. Designation of Sheriff as Chief Correctional Officer.

127.3.A. The Martin County Sheriff is designated as the Chief Correctional Officer of the Martin County Correctional System, and he shall appoint such officers as he deems necessary and as are required by rule of the Florida Department of Corrections.

127.3.B. The Sheriff or his designee shall enforce all existing State law and administrative rules of the Florida Department of Corrections concerning the operation and maintenance of County jails.

127.3.C. The salaries for County Correctional Officers shall be paid from the general revenue fund of the County and shall be included by the Sheriff in his proposed budget of expenditures for the maintenance and operation of the County correctional system as provided in F.S. § 30.49.

(Code 1974, § 25-3; Ord. No. 433, pt. A, 11-23-1993)

State Law reference— Designation of sheriff as chief correctional officer, F.S. § 951.061.

Secs. 127.4—127.30. Reserved.

ARTICLE 2. SOCIAL SECURITY

Sec. 127.31. Social security for County employees.

127.31.A. The Board of County Commissioners of Martin County shall, subject to the election provided for herein, apply to the Florida Industrial Commission for, and do all things necessary therefor in order to obtain and maintain, federal old age and survivor's insurance covering all employees of Martin County. Any funds required to be expended as contributions or otherwise, under the provisions of this article, by the County, are declared to be for a County purpose and are hereby authorized to be made and charged as such.

127.31.B. The insurance, authorized herein, shall not be obtained until approved by a majority of the employees of Martin County voting in a special election, which the County Commission shall cause to be held within 30 days from the effective date of this article.

(Code 1974, § 25-13; Laws of Fla. ch. 30970(1955), §§ 1, 2)

Editor's note— The Florida Industrial Commission referred to in this section has been abolished. The functions of said commission in respect to social security are now carried out by the Division of Personnel and Retirement of the Department of Administration. For further details, see F.S. ch. 650.

Secs. 127.32—127.50. Reserved.

ARTICLE 3. GROUP INSURANCE

Sec. 127.51. Authority of Board of County Commissioners and fee basis officers to enter into group insurance plan.

The Board of County Commissioners and all fee basis officers of Martin County, and any other fee officer who has been placed under the budget system, are hereby authorized and empowered to provide for life, health, accident, hospitalization, surgical and annuity insurance, or all or any such insurance, for themselves and their employees and their families, upon a group insurance plan, and to that end, to enter into agreements with insurance companies to provide such insurance.

(Code 1974, § 25-24; Laws of Fla. ch. 67-1710, § 1)

Sec. 127.52. "Fee basis officers" defined.

For the purposes of this article "fee basis officers" are defined to include, but not be limited to, the County Judge, Sheriff, Tax Assessor, Tax Collector, Clerk of the Circuit Court and Supervisor of Registration.

(Code 1974, § 25-25; Laws of Fla. ch. 67-1710, § 2)

Sec. 127.53. Certain portion of premiums may be paid as operating expenses.

The Board of County Commissioners may by resolution from time to time determine what percentage (up to and including 100 percent) of the premiums for such group insurance may be paid as operating expenses by such board and the various fee basis officers of the County, and such resolution shall be binding upon such board and such fee basis officers.

(Code 1974, § 25-26; Laws of Fla. ch. 67-1710, § 3; Laws of Fla. ch. 76-430, § 1)

Sec. 127.54. Deductions from wages for payment of premiums.

The Board of County Commissioners and the various fee basis officers of Martin County are authorized to deduct periodically, from the wages of any employee, upon written request of such employee, any premium or portion of premium for any such insurance.

(Code 1974, § 25-27; Laws of Fla. ch. 67-1710, § 4)

Sec. 127.55. Providing insurance deemed a County purpose.

The providing of any such insurance by said board and said fee basis officers is determined and declared to be a County purpose.

(Code 1974, § 25-28; Laws of Fla. ch. 67-1710, § 5)

Sec. 127.56. Voluntary basis of participation; withdrawal from program.

The participation in such group insurance by any employee, board member and fee basis officer shall be entirely voluntary at all times. Any employee, board member or fee basis officer may, upon any payday, withdraw or retire from such group insurance premium upon giving the Board of County Commissioners written notice thereof and directing the discontinuance of deduction from wages in payment of such premiums.

(Code 1974, § 25-29; Laws of Fla. ch. 67-1710, § 6)

Secs. 127.57—127.80. Reserved.

ARTICLE 4. NONPROBATIONARY STATUS FOR SHERIFF'S EMPLOYEES

Sec. 127.81. Employees of Martin County Sheriff; applicability of act; nonprobationary status; cause for action; complaint procedure; appeals.

127.81.A. *Applicability.*

1. This article applies to employees and appointees of the Sheriff of Martin County. This article does not apply to the Sheriff; the staff attorney; special deputy sheriffs appointed pursuant to F.S. § 30.09(4), members of the Sheriffs's satellite units; part-time deputy sheriffs, as defined by the Criminal Justice Standards and Training Commission; or any other part-time or contract employee, unless the employee is also employed full-time by the Sheriff. Any derivative of "employ" used in this article refers to the Sheriff's employees and appointees to whom this article applies.
2. The final authority and responsibility of appointing, disciplining, and removing deputies rests solely with the Sheriff.
3. This article does not grant the right of collective bargaining to the Sheriff's employees who do not otherwise have that right.

127.81.B. *Nonprobationary status.* An employee who serves for 12 consecutive months attains nonprobationary status unless placed on extended probation, whereupon nonprobationary status is attained only upon satisfactory completion of the extended probationary period; except an employee whose probationary period is extended for a period of six or more months shall complete 12 consecutive months of service from the date of the end of the probationary period before being granted the right of appeal as provided in this article. An employee who is terminated and subsequently rehired shall complete 12 consecutive months of service from the date of being rehired before being granted the right of appeal as provided in this article. Upon promotion, an employee who has achieved nonprobationary status retains nonprobationary status and shall serve a probationary period during which the employee may be demoted to the rank held prior to the promotion, without the right of appeal provided in this article.

127.81.C. *Cause for suspension or dismissal.* An employee who has achieved nonprobationary status may be suspended without pay or dismissed only for cause. Prior to suspension or dismissal, the employee must be furnished written notice of the proposed action and the reason for the action and offered an opportunity to respond to the reason given for the suspension or dismissal. In an extraordinary situation, such as when delay could result in damage or injury or when the Sheriff perceives a significant hazard in keeping the employee on the job, an employee may be immediately suspended or dismissed and provided notice thereof and reasons therefor within 24 hours, excluding weekends and holidays, or when practical if circumstances surrounding the extraordinary situation makes notice within 24 hours impractical.

1. Cause for suspension without pay or dismissal includes, but is not limited to, negligence, inefficiency, inability to perform assigned duties, insubordination, violation of the law or of office rules, conduct unbecoming an employee of the Sheriff's office, misconduct, proof of alcohol abuse, proof of abuse of prescription drugs, or proof of use of illegal drugs.
2. With respect to any felony, misdemeanor, or major traffic infraction, cause for suspension or dismissal includes adjudication of guilt by a court of competent jurisdiction, a plea of guilty or of nolo contendere, or a verdict of guilty when adjudication of guilt is withheld and the accused is placed on probation. Cause for suspension arises when charges are filed by a law enforcement

agency or other lawful authority against an employee for a felony, a misdemeanor, or a major traffic infraction or when an employee is arrested for such infractions.

127.81.D. *Transition.*

1. When a newly elected or appointed Sheriff assumes office, nonprobationary employees shall remain employees of the incoming Sheriff unless cause for dismissal exists. The incoming Sheriff may elect not to maintain the current personnel assigned positions of Sheriff's secretary, comptroller, captains, majors, lieutenant colonels, or undersheriff (colonel). If the incoming Sheriff replaces an employee of nonprobationary status who holds the position of captain, major, lieutenant colonel, or undersheriff (colonel) with new personnel, the rank of the displaced employee may not be reduced to a rank lower than the last rank, below captain, previously held by that employee in a nonprobationary capacity, and the rank is nonprobationary unless later reduced by disciplinary demotion, and the displaced employee's salary may be reduced accordingly. If the incoming Sheriff replaces an employee who holds the position of Sheriff's secretary or comptroller with new personnel, the displaced employee must be offered another position for which the employee is qualified within the office of the Sheriff, and the displaced employee's salary may be reduced accordingly.

2. Actions taken pursuant to paragraph 1 affecting the captains, majors, lieutenant colonels, colonels, undersheriff, comptroller, and the Sheriff's secretary positions are not appealable under section 127.82.

127.81.E. *Complaint procedure; appeals.* A procedure for receiving and processing complaints is hereby established in order to adequately provide for the prompt receipt, investigation, and disposition of complaints against employees.

1. An employee is authorized to receive a complaint against another employee. A complaint must be reduced to writing and must be resolved as provided in this section.

   a. If a complaint is received by an employee during regular office hours, the complaint must be referred to the appropriate division commander unless the receiving employee is able to resolve the complaint, in which case the complaint and resolution must be reported in writing to the appropriate division commander.

   b. If a complaint is received after regular office hours, the complaint must be referred to the shift commander, unless the receiving employee is able to resolve the complaint, in which case the complaint and resolution must be reported in writing to the shift commander. The shift commander, in his discretion, shall conduct an investigation to determine if immediate action is needed to preserve the integrity of the office of the Sheriff. If immediate action is not required, the complaint must be referred to the appropriate division commander at the beginning of the next working day.

   c. Each complaint must be reviewed by the Sheriff with the employee's appropriate chain of command.

   d. If a complaint is well-founded and it is determined that a violation has occurred, the Sheriff may decide the appropriate disciplinary action, or the Sheriff may refer the matter to the appropriate department director or division commander, who will decide the appropriate disciplinary action; and the employee must be notified, as provided in subsection 127.81.C, of the proposed disciplinary action.

2. If an employee is dissatisfied with a decision regarding disciplinary action resulting from a complaint, the employee may appeal the action to a career service appeals board as provided in this act.

(Code 1974, § 25-51; Laws of Fla. ch. 93-388, § 1)

Sec. 127.82. Career service appeals boards; creation; membership; duties.

127.82.A. *Function of boards.* Ad hoc career service appeals boards shall be appointed as provided in this section for the purpose of hearing appeals of nonprobationary employees arising from personnel actions brought under office rules or policies which result in dismissal, suspension, demotion, or reduction in pay, provided, however, that the following are not appealable to a board:

1. Reprimands, oral or written, and suspensions of three working days or less; however, no more than a total of three days of suspension may occur within one calendar year without the right to appeal.
2. Loss of specialty pay, and any intraoffice transfer of an employee, unless such transfer includes a reduction in the employee's pay.
3. Any investigation resulting only in an order of indemnification from the employee for damage to property caused by employee negligence or misconduct, unless the amount of indemnification ordered is greater than the amount of the employee's salary for a period of more than five days.

Any such board may also provide assistance and advice to the Sheriff in matters concerning disciplinary actions and may take any other action authorized by the Sheriff. In the hearing of an appeal, it is not the function of the board to substitute its judgment for that of the Sheriff nor to preempt the Sheriff in the day-to-day administration and discipline of the employees.

127.82.B. *Membership of boards.* When needed upon the call of the Sheriff or upon the filing of an appeal, an ad hoc career service appeals board shall be appointed. The membership of each such board shall consist of five employees of the office of the Sheriff. Two members must be selected by the Sheriff, two members must be selected by the employee filing the appeal, and the fifth member, who shall serve as chairman of the board, must be selected by the other four members. The ranking officer in charge of personnel matters shall serve as an ex officio member of the board, but shall have no vote. A legal advisor selected by the Sheriff may be appointed as a nonvoting member to assist the board. Any employee shall have the right to decline to serve as a member of the board. Employees selected to serve on a board shall serve without additional compensation or overtime compensation with respect to such service. Once selected to a board, the members thereof shall serve until final action is taken by the board with respect to the purpose for which the board was selected, at which time the board shall be dissolved.

127.82.C. *Procedure with respect to appeals.*

1. An appeal of an action specified in this article must be made in writing to the Sheriff, on a form provided by the Sheriff, and must be received by the Sheriff no later than ten working days, excluding weekends and legal holidays, after the employee is notified of the action on which the appeal is based.
2. A career service appeals board shall be selected and shall meet for purposes of hearing the appeals no later than 30 working days after receipt of an appeal by the Sheriff. A board may grant an extension or a continuance upon a showing of good cause therefor or upon agreement of the parties.
3. During any hearing, the employee filing the appeal shall have the right to be heard publicly, to be represented by a person of his choice, and to present any evidentiary facts in his behalf; during such hearing, the technical rules of evidence do not apply, and the burden of proof is upon the appellant. A board shall, in the conduct of such hearings, have the power to administer oaths, issue subpoenas, compel the attendance of witnesses, and require the production of books, records, accounts, papers, documents, and testimony. In case of disobedience of any person to comply with an order of a board or a subpoena issued by a board, or upon the refusal of a witness to testify on any matter regarding which he may be lawfully questioned, upon application approved by a majority of the board, a county court judge of the county in which a person lawfully resides shall compel obedience by proceeding as for contempt. Each witness who appears in obedience

to a subpoena before the board shall receive compensation for attendance fee and mileage, as provided for witnesses in civil cases in the courts of this State. Such payments must be made by the party calling the witness, except, with respect to any witness called by the board, payments must be made by the Sheriff upon presentation of proper vouchers and approval by the three members of the board.

4. A board shall by majority vote dispose of the appeal for which it was appointed by making findings of fact and issuing a written report to the Sheriff. If the board finds that one or more of the alleged violations were committed by the appellant, the board shall so note it in its report. The board shall have no authority to modify the discipline which the Sheriff imposes. If the board finds that the appellant has proven by competent substantial evidence that none of the alleged violations have been committed, the board shall so state it in its report.

(Code 1974, § 25-52; Laws of Fla. ch. 93-388, § 2)

Sec. 127.83. Administration.

The Sheriff may adopt necessary rules and regulations for the implementation and administration of this article. Nothing in this article may be construed as affecting the budgetmaking powers of the Board of County Commissioners of Martin County.

(Code 1974, § 25-53; Laws of Fla. ch. 93-388, § 3)

Chapter 147 SCHOOLS [1]

ARTICLE 1. - IN GENERAL

ARTICLE 2. - CONSTRUCTION AND IMPROVEMENTS

FOOTNOTE(S):

--- (1) ---

Cross reference— Administration, ch. 1; capital improvement projects, ch. 29; apportionment and use of racetrack funds, § 71.16. (Back)

State Law reference— Education, F.S. chs. 228—246. (Back)

ARTICLE 1. IN GENERAL

Secs. 147.1—147.30. Reserved.

ARTICLE 2. CONSTRUCTION AND IMPROVEMENTS

Sec. 147.31. Power of board to construct, enlarge, furnish, etc., schools.

The Board of Public Instruction of Martin County (hereinafter referred to as the board) is authorized to acquire, build, construct, erect, enlarge and improve school buildings and to furnish and equip said school buildings.

(Code 1974, § 29-11; Laws of Fla. ch. 68-92, § 1)

Sec. 147.32. Issuance of certificates of indebtedness; form; denominations; maturity; interest; redeemability; execution; sale.

To pay the cost of such projects, the board is authorized to issue certificates of indebtedness. Such certificates may be in coupon form and may be in such denomination or denominations and may mature at such time or times, not exceeding 30 years from their date or dates, as may be determined by the board and shall not bear an interest rate in excess of six percent per annum. The certificates may be made redeemable before maturity, at the option of the board, at such price or prices and under such terms and conditions as may be fixed by the board prior to their issuance. The board shall determine the place or places of payment of the principal and interest, which may be at a bank or trust company within or without the State. The certificates shall be signed either by manual or facsimile signatures of the chairman and secretary of the board, provided that such certificates shall bear at least one signature which is manually executed thereon and the coupons attached to such certificates shall bear the facsimile signature or signatures of such officer or officers as shall be designated by the board. The certificates shall have the seal of the board affixed, imprinted, reproduced or lithographed thereon, all as may be prescribed in the resolution or resolutions authorizing the issuance thereof. The certificates shall be sold at public sale at such price or prices as the board shall determine to be in its best interest, provided that the net interest cost to the board on such certificates shall not exceed six percent per annum.

(Code 1974, § 29-12; Laws of Fla. ch. 68-92, § 2)

Sec. 147.33. Principal and interest on certificates to be paid out of racetrack funds.

The principal of and the interest on the certificates herein authorized shall be payable solely from the racetrack funds accruing annually to Martin County and allocated to the board pursuant to F.S. chs. 550 and 551.

(Code 1974, § 29-13; Laws of Fla. ch. 68-92, § 3)

Cross reference— Racetrack funds, § 71.16.

Sec. 147.34. Certificates deemed negotiable instruments.

The certificates are hereby constituted negotiable instruments for the purposes under the negotiable instruments laws of the State.

(Code 1974, § 29-14; Laws of Fla. ch. 68-92, § 4)

Sec. 147.35. Certificates deemed legal investments and securities.

The certificates are hereby constituted as legal investments for any State, County, municipal or other public funds or for any bank, savings bank, trustees, executors, guardians and for any trust or fiduciary funds whatsoever. The certificates shall also constitute legal securities which may be deposited by any bank or trust company for the security of State, County, municipal and other public funds.

(Code 1974, § 29-15; Laws of Fla. ch. 68-92, § 5)

Sec. 147.36. Matters included in cost of acquisition, construction, etc., of schools.

The cost of the acquisition, construction, erection, enlarging and improving of school buildings and the furnishing and equipping of said school buildings shall be deemed to include also, but shall not be limited to, the cost of acquisition of sites, legal, engineering, fiscal, architectural fees and fees of any other experts or consultants employed by the board; engineering or architectural studies, surveys, plans and designs for the school building; the expense of the issuance, authorization and sale of the certificates including advertisement, notices and other proceedings in connection therewith; and such other expenses as are necessary, incidental or appurtenant to the purpose authorized pursuant to this article.

(Code 1974, § 29-16; Laws of Fla. ch. 68-92, § 6)

Sec. 147.37. Legislative covenant not to impair source of revenue for payment to holders of securities.

The Legislature does hereby covenant with the holders of certificates, pursuant to the provisions of this article, that it will not enact any law which will repeal, impair or amend, in any manner, the rights of such holders or the security of the racetrack funds which may be pledged to the payment of the principal of and the interest of such certificates.

(Code 1974, § 29-17; Laws of Fla. ch. 68-92, § 7)

Sec. 147.38. Supplemental nature of provisions.

This article shall not be deemed to repeal or supersede any other law or laws, but shall be supplemental and additional authority to the board to carry out and perform the powers provided in this article.

(Code 1974, § 29-18; Laws of Fla. ch. 68-92, § 8)

Chapter 163 WELFARE [1]

FOOTNOTE(S):

--- (**1**) ---

Cross reference— Civil legal assistance for the indigent, § 47.121 et seq. (Back)

ARTICLE 1. IN GENERAL

Sec. 163.1. Tax levy for care, support, maintenance and relief of poor authorized; limitation; manner of assessment, levy, collection.

The Board of County Commissioners of Martin County, Florida, is hereby authorized and empowered to levy and collect a tax not to exceed one-third of one mill on the dollar per annum on the assessed valuation of all taxable property in such County. The levy and collection of said tax shall be made in the same manner and at the same time as provided by law for the assessment, levy and collection of other taxes of said County, for the purpose of the care, support, maintenance and relief of the poor of said County.

(Code 1974, § 32-1; Laws of Fla. ch. 61-2472, § 1)

Secs. 163.2—163.30. Reserved.

ARTICLE 2. HEALTH CARE FOR INDIGENTS [2]

Sec. 163.31. Tax levy authorized; limitations; purpose.

The Martin County Board of County Commissioners is authorized and empowered to levy a tax of not less than one fourth mill nor more than two mills per annum on the assessed valuation of all taxable real and personal property in Martin County for the purpose of providing funds for payment of health care services for residents of Martin County as further set forth in section 163.32.

(Code 1974, § 32-12; Laws of Fla. ch. 65-1906, § 1; Laws of Fla. ch. 2001-295, § 1)

Sec. 163.32. Revenues from tax to be paid into County health care fund; use of funds restricted; manner of disbursement.

163.32.A. The money derived from this tax shall be paid into the County health care fund which shall be used by the Martin County Board of County Commissioners only to pay for:

1. Hospitalization, administrative costs and costs of doctors' services incidental to and included in the cost of hospital care, within Martin County for indigent residents of Martin County.
2. Health care programs required by Florida Statutes to be funded by counties.
3. Other health care programs based upon a level of service to be determined from time to time by the Martin County Board of County Commissioners.

163.32.B. All unexpended moneys in the County health care fund at the end of each budget year shall remain in the County health care fund from year to year. Disbursements from the County health care fund shall be by check of the Martin County Board of County Commissioners signed by its chairman upon the approval of a majority of its members.

(Code 1974, § 32-13; Laws of Fla. ch. 65-1906, § 2; Laws of Fla. ch. 67-1712, § 2; Laws of Fla. ch. 78-558, § 1; Laws of Fla. ch. 2001-295, § 2)

Sec. 163.33. County Health Care Review Board—Creation; composition; terms.

163.33.A. There shall be created a five-member County Health Care Review Board to be comprised of:

1. Two members of the Martin County Board of County Commissioners appointed by its chairman.
2. Two members of the Martin Memorial Health Systems Board appointed by the chairman of such board.
3. One member at large to be chosen by a majority of the four members so appointed.

163.33.B. The terms of office of members shall expire January 15 of each year.

(Code 1974, § 32-14; Laws of Fla. ch. 65-1906, § 3; Laws of Fla. ch. 2001-295, § 3)

Sec. 163.34. County Health Care Review Board to make recommendations for payment of indigents' medical costs.

The County Health Care Review Board shall recommend to the Martin County Board of County Commissioners those indigent individuals whose hospitalization and other costs as set forth in section 163.31.A.1 shall be paid from the County health care fund.

(Code 1974, § 32-15; Laws of Fla. ch. 65-1906, § 4; Laws of Fla. ch. 2001-295, § 4)

Secs. 163.35—163.60. Reserved.

FOOTNOTE(S):

--- (2) ---

Cross reference— Health, ch. 87; nursing homes, § 87.71 et seq. (Back)

ARTICLE 3. WELFARE LIENS [3]

Sec. 163.61. Repayment of funds from welfare recipients, acquisition of liens authorized.

The purpose of this article is to authorize Martin County to obtain the repayment of money expended for welfare purposes and to acquire against real or personal property or interests therein, owned by indigents or recipients of welfare assistance, a lien against said property, in amounts directly spent for the care, hospitalization, sustenance or maintenance of said indigents or recipients; provided, that no undue hardship or unreasonable monetary loss will result to said persons thereby, and this article shall be liberally construed in order to carry out its purpose.

(Code 1974, § 32-26; Laws of Fla. ch. 67-1702, § 1)

Sec. 163.62. Statement of expenditures to be recorded as evidence of lien.

The lien in the amount actually spent in behalf of the recipient or indigent shall be evidenced by a statement of expenditures, sworn to by the Welfare Director or such agent or employee as may be authorized by the Board of County Commissioners, and shall be recorded in the office of the Clerk of the Circuit Court of Martin County. The statement of expenditures and the lien created thereby shall, when recorded, be prima facie evidence of the indebtedness to the County and of the security for said indebtedness.

(Code 1974, § 32-27; Laws of Fla. ch. 67-1702, § 2)

Sec. 163.63. Lien to have same effect as mortgage lien; enforcement.

The recordation of the statement of expenditures and the lien created thereby shall have the same effect as a mortgage lien and shall be enforceable by the same procedure as a mortgage in the State of Florida, and all statutes relative to the enforcement of mortgages in Florida shall be equally applicable to the liens created hereby.

(Code 1974, § 32-28; Laws of Fla. ch. 67-1702, § 3)

Sec. 163.64. Applicability of lien; enforcement.

The statement of expenditures shall be recorded in the office of the Clerk of the Circuit Court in the official records. The lien shall be applicable to any real or personal property or interest therein presently held or after acquired by the indigent or recipient, whether recorded or unrecorded, until a satisfaction thereof shall be filed with the Clerk of the Circuit Court; provided, that the liens shall be effective for a period of 20 years from the date of the execution of the sworn statement of expenditures and shall become void at the end of said 20-year period.

(Code 1974, § 32-29; Laws of Fla. ch. 67-1702, § 4)

Sec. 163.65. County Commission may cancel lien.

After the execution and recordation of said statement of expenditures, the Board of County Commissioners may, in its discretion, if it determines that an undue hardship or unreasonable monetary loss will occur to the indigent or recipient, waive payment thereof by resolution and, upon the filing of a certified copy of said resolution with the Clerk of the Circuit Court, the lien shall be discharged.

(Code 1974, § 32-30; Laws of Fla. ch. 67-1702, § 5)

Secs. 133.66—133.90. Reserved.

FOOTNOTE(S):

--- (3) ---

Cross reference— Finance and taxation, ch. 71; delinquent tax liens, § 71.1. (Back)

ARTICLE 4. JUVENILE SERVICES [4]

Sec. 163.91. Title.

This article may be cited as the "Children's Services Ordinance."

(Code 1974, § 32-51; Ord. No. 348, § 1, 6-28-1988)

Sec. 163.92. Independent special district created; governing body designated.

There is hereby created, effective September 1, 1988, an independent special district to provide juvenile welfare services throughout Martin County. The governing body of the district shall be a board of juvenile welfare to be known as the "Children's Services Council of Martin County."

(Code 1974, § 32-52; Ord. No. 348, § 2, 6-28-1988)

Sec. 163.93. Children's Services Council—Composition; vacancies.

The Children's Services Council of Martin County shall consist of nine members, including the Superintendent of Schools, a local School Board member (as selected by the School Board), the district administrator from District IX from the Florida Department of Health and Rehabilitative Services, and a member of the Board of County Commissioners (as selected by the Board of County Commissioners). The other five members of the board shall be appointed by the Governor and shall serve for terms of four years each. If any of the members of the council required to be appointed by the Governor under the provisions of this article shall resign, die, or be removed from office, the vacancy thereby created shall as soon as practicable, be filled by appointment by the Governor, and such appointment to fill a vacancy shall be for the unexpired term of the person who resigns, dies, or is removed from office.

(Code 1974, § 32-53; Ord. No. 348, § 3, 6-28-1988)

Sec. 163.94. Same—Powers and duties.

163.94.A. The Children's Services Council of Martin County shall have the following powers and duties:

1. To provide and maintain in the County such child guidance, psychological, or psychiatric clinics for juveniles as the council determines are needed for the general welfare of the County.
2. To provide for the care of dependent juveniles and to provide such other services for all juveniles as the council determines are needed for the general welfare of the County.
3. To allocate and provide funds for other agencies in the County which are operated for the benefit of juveniles, provided they are not under the exclusive jurisdiction of the public school system.
4. To collect information and statistical data which will be helpful to the council in deciding the needs of juveniles in the County.
5. To consult with other agencies dedicated to the welfare of juveniles to the end that the overlapping of services will be prevented.
6. To lease or buy such real estate, equipment, and personal property and to construct such buildings as are needed to execute the foregoing powers and duties, provided that no such purchases shall be made or building done except for cash with funds on hand.
7. To employ and pay, on a part-time or full-time basis, personnel needed to execute the foregoing powers and duties.

163.94.B. Books of account shall be kept by the council or its clerical assistants, and the fiscal affairs of the board shall be exclusively audited by State auditors as are assigned from time to time to audit the affairs of the County officials.

(Code 1974, § 32-54; Ord. No. 348, § 4, 6-28-1988)

Sec. 163.95. Fiscal year, budget.

163.95.A. The fiscal year of the district shall be the same as that of the County.

163.95.B. On or before July 1 of each year, the Children's Services Council of Martin County shall prepare and adopt an annual written budget of its expected income and expenditures, including a contingency fund. The written budget shall be certified and delivered to the Board of County Commissioners on or before July 1 of each year. Included in each certified budget shall be an estimate of the millage rate necessary to be applied to raise the funds budgeted for expenditures, which millage rate shall not exceed a maximum of $0.50 for each $1,000.00 of assessed valuation of all properties within the County which are subject to County taxes.

163.95.C. The budget of the Children's Services Council so certified and delivered to the Board of County Commissioners shall not be subject to change or modification by the Board of County Commissioners or any other authority.

(Code 1974, § 32-55; Ord. No. 348, § 5, 6-28-1988)

Sec. 163.96. Ad valorem taxes.

In order to provide funds for the Children's Services Council of Martin County, the council may levy ad valorem taxes annually on all taxable property in the County in an amount not to exceed one-half mill, provided that the authority to levy such taxes has been approved by a majority vote of the electors of the district voting in the County-wide election to be held in accordance with the requirements of the Constitution

and the laws of Florida and as set forth in section 8 of Ordinance No. 348. The tax shall be assessed, levied, and collected in the same manner and at the same time as is provided by law for the levy, collection, and enforcement of collection of County taxes. All tax money collected under this article, as soon after the collection thereof as is reasonably practicable, shall be paid directly to the Children's Services Council by the Tax Collector of the County, or the Clerk of the Circuit Court, if he collects delinquent taxes. The moneys so received by the Children's Services Council shall be deposited in a special bank account, shall be withdrawn only by checks signed by the chair of the council and countersigned by one other member of the council, who shall be so authorized by the council. The chair and other member of the council who sign its checks shall each give a surety bond in the amount of $1,000.00, which bond shall be conditioned that each shall faithfully discharge the duties of their office. No other member of the council shall be required to give bond or other security. No funds of the council shall be expended except by check as aforesaid, except expenditures of petty cash account which shall not at any time exceed $25.00. All expenditures from petty cash shall be recorded on the books and records of the Children's Services Council. No funds of the council, except the expenditure of petty cash, shall be expended without prior approval of the council, in addition to the budgeting thereof.

(Code 1974, § 32-56; Ord. No. 348, § 6, 6-28-1988)

Sec. 163.97. Financial report.

Within ten days after the expiration of each quarter annual period, the Children's Services Council shall cause to be prepared and filed with the Board of County Commissioners a financial report which shall include the following:

163.97.A. The total expenditures of the council for the quarter annual period.

163.97.B. The total receipts of the council for the quarter annual period.

163.97.C. A statement of the funds the council has on hand or in banks at the end of the quarter-annual period.

(Code 1974, § 32-57; Ord. No. 348, § 7, 6-28-1988)

Sec. 163.98. Payment of fees, taxes, etc., to community redevelopment agencies, exemption from.

The Children's Services Council of Martin County shall be exempt from the payment of any fees, taxes, or increment revenue to community redevelopment agencies established pursuant to F.S. ch. 163, pt. III, except to the extent that such fees, taxes, or increment revenues have previously been pledged to bonds, notes, or other forms of indebtedness authorized and issued by the governing body of a municipality or a community redevelopment agency before the effective date of this act. With respect to the fees, taxes, or increment revenues that, before the effective date of this act, have previously been pledged to bonds, notes, or other forms of indebtedness, the Children's Services Council of Martin County shall be exempt from the payment of any further fees, taxes, or increment revenues to community redevelopment agencies, upon the payment or other defeasance of such bonds, notes, or other forms of indebtedness.

(Code 1974, § 32-58; Laws of Fla. ch. 94-440, § 1)

FOOTNOTE(S):

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Cross reference— Courts, ch. 47; juvenile and mental detention homes, ch. 99. (Back)

State Law reference— Juvenile services, F.S. §§ 125.901, 125.902. (Back)

VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM

MEETING DATE: November 14, 2024

MEETING TYPE: Regular Meeting

AGENDA ITEM TITLE: ORDINANCE NO. 011-2024 - AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, TRANSFERRING THE PROVISIONS OF CHAPTER 1, ARTICLE 4 "CODE ENFORCEMENT BOARD" OF THE VILLAGE OF INDIANTOWN TRANSITIONAL CODE OF ORDINANCES TO, AND CREATING, CHAPTER 2 "CODE ENFORCEMENT" OF THE VILLAGE OF INDIANTOWN CODE OF ORDINANCES; AMENDING SUCH PROVISIONS TO CONFORM THEM TO THE VILLAGE AND ITS OFFICIALS, DEPARTMENTS, AND STAFF; PROVIDING FOR THE ISSUANCE OF CODE ENFORCEMENT CITATIONS BY VILLAGE CODE INSPECTORS; ESTABLISHING A SCHEDULE OF FINES APPLICABLE TO CITATIONS; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

SUMMARY OF ITEM: This ordinance transfers the provisions of Chapter 1, Article 4 of the Transitional Code of Ordinances (the Martin County Code as of November 8, 2017) into the Village of Indiantown Code of Ordinances, with the Village and its equivalent officials and staff substituted for Martin County and its officials and staff as appropriate.

The ordinance also adds to the tools available to Village code enforcement personnel by adding a citation process, modeled on a similar process in place in the City of Stuart. The traditional code enforcement system as implemented under the Transitional Code and Part I of Ch. 162, Fla. Stat., contemplates providing a property owner with a notice of violation and a period of time to bring the property into compliance, and if it is not, a hearing before the Special Magistrate to order that a daily fine will run until the property is brought into compliance.

This traditional process works well for persistent conditions on properties, but is not a useful tool for individual instances of code violations, such as unpermitted food vendors or itinerant merchants on public property. The citation process included in the ordinance provides a process for code enforcement personnel to issue citations for specified violations pursuant to a fine schedule, and an opportunity and process to dispute the citation before the Special Magistrate.

The added citation provisions include a schedule of fines and costs for a specified set of violations of the Transitional Code and Village Land Development Regulations, including for unpermitted food vendors and itinerant merchants, and failure to obtain a required building permit.

FISCAL IMPACT STATEMENT: n/a

RECOMMENDATION: Staff recommends that the Village Council approve the ordinance on first reading.

PREPARED BY: Wade Vose, Village Attorney DATE: 11/6/2024

ATTACHMENTS:

Description

VOI Ordinance No. 011-2024 - Transferring Code Enf to Code of Ords, Implementing Citations 11-08-24

VILLAGE OF INDIANTOWN, FLORIDA
ORDINANCE NO. 011-2024

AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, TRANSFERRING THE PROVISIONS OF CHAPTER 1, ARTICLE 4 "CODE ENFORCEMENT BOARD" OF THE VILLAGE OF INDIANTOWN TRANSITIONAL CODE OF ORDINANCES TO, AND CREATING, CHAPTER 2 "CODE ENFORCEMENT" OF THE VILLAGE OF INDIANTOWN CODE OF ORDINANCES; AMENDING SUCH PROVISIONS TO CONFORM THEM TO THE VILLAGE AND ITS OFFICIALS, DEPARTMENTS, AND STAFF; PROVIDING FOR THE ISSUANCE OF CODE ENFORCEMENT CITATIONS BY VILLAGE CODE INSPECTORS; ESTABLISHING A SCHEDULE OF FINES APPLICABLE TO CITATIONS; 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 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 shall remain in place until and unless rescinded by action of the Village Council and shall 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, Chapter 1, Article 4 of the Village of Indiantown Transitional Code creates the position of Code Enforcement Special Magistrate to provide a method of enforcing the Transitional Code of Ordinances and establishes code enforcement procedures; and

WHEREAS, the Village Council of the Village of Indiantown deems it appropriate to transfer the provisions of Chapter 1, Article 4 of the Transitional Code of Ordinances into the Village of Indiantown Code of Ordinances, with the Village and its equivalent officials and staff being substituted for Martin County and its officials and staff as appropriate, and with such amendments as are set forth herein; 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 the code enforcement procedures previously found in Chapter 1, Article 4 of the Transitional Code of Ordinances to authorize code inspectors to issue citations for certain enumerated violations of the Village ordinances, and to provide a schedule of fines applicable to citations; and

WHEREAS, it is the legislative intent of the Village Council that this Ordinance's repeal of the referenced portions of the Village's Transitional Code of Ordinances shall not render repealed, be deemed to conflict with, or otherwise impugn the effectiveness of the Martin County Code of Ordinances within the Village of Indiantown in accordance with Article VIII, Section 1(f) of the Florida Constitution.

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 CHAPTER 2, "CODE ENFORCEMENT". Chapter 2, "Code Enforcement", of the Village of Indiantown Code of Ordinances is hereby created, via the transfer thereto of the provisions of Chapter 1, Article 4 of the Village of Indiantown Transitional Code of Ordinances, as amended as set forth in Exhibit "A," attached hereto and incorporated herein by reference. Underlined type shall constitute additions to the original text of the transferred provisions and ~~strikethrough~~ shall constitute deletions to the original text of the transferred provisions. As a result, Chapter 1, Article 4 of the Village of Indiantown Transitional Code of Ordinances is thereby repealed as a portion of the Village of Indiantown Transitional Code of Ordinances.

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 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.

ATTEST:

_____
LaRhonda McBride
Village Clerk

Village of Indiantown, Florida

_____
Carmine Dipaolo
Mayor

REVIEWED FOR FORM
AND CORRECTNESS:

_____
Wade C. Vose, Esq.
Village Attorney

EXHIBIT "A"

CHAPTER 2. CODE ENFORCEMENT

Sec. ~~1.91.~~ 2.1 Intent.

~~1.91.A.~~ The position of ~~Martin County~~ Village of Indiantown Code Enforcement Special Magistrate is hereby created to promote, protect, and improve the health, safety, and welfare of the citizens of ~~Martin County~~ the Village of Indiantown, Florida, by providing an equitable, expeditious, effective, and inexpensive method of enforcing the ~~Martin County~~ Village of Indiantown Code of Ordinances, the Village of Indiantown Transitional Code of Ordinances, the Village of Indiantown Land Development Regulations, and any other Village ordinances, hereinafter the "Code".

~~1.91.B. The Martin County Code Enforcement Board is hereby abolished. However, all prior actions, orders and liens imposed by such Code Enforcement Board shall remain in full force and effect.~~

Sec. ~~1.92.~~ 2.2 Definitions.

Code inspector shall mean any authorized agent or employee of the ~~County~~ Village whose duty it is to ensure code compliance, including but not limited to duly certified law enforcement officers serving within the jurisdiction of ~~Martin County~~ the Village of Indiantown, Florida.

Initial pleading shall mean the first notice of violation, ~~or~~ first notice of repeat violation, or first uniform code citation issued to a person concerning a violation of the Code.

Repeat violation means a violation of a provision of the Code or an ordinance by a person who has been previously found through a Code Enforcement Board, Special Magistrate, or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within five years prior to the violation, notwithstanding the violations occur at different locations.

Sec. ~~1.93.~~ 2.3 Special magistrate.

~~1.93.A.~~ (a) *Qualifications of Special Magistrate.* The ~~Board of County Commissioners~~ Village Council shall appoint a Special Magistrate or Special Magistrates, as needed. Appointments shall be made in accordance with applicable laws

and ordinances, on the basis of experience and interest in the subject matter jurisdiction, in the sole discretion of the ~~Board of County Commissioners~~ Village Council.

A Special magistrate must be a member in good standing of The Florida Bar. Appointments to fill any vacancy shall be for the remainder of the unexpired term of office.

~~1.93.B.~~ (b) *Term of office.* The term of office for a Special Magistrate shall be for two years, unless terminated earlier by the ~~Board of County Commissioners~~ Village Council for misfeasance, malfeasance or nonfeasance in office.

~~1.93.C.~~ (c) *Compensation.* The amount of compensation paid to a Special Magistrate shall be determined by the ~~Board of County Commissioners~~ Village Council, and may not be changed during the term of office.

Sec. ~~1.94.~~ 2.4 Enforcement procedure.

~~1.94.A.~~ (a) It shall be the duty of a code inspector to initiate code enforcement proceedings of the Code or ordinances. The Special Magistrate shall not have the power to initiate such enforcement proceedings.

~~1.94.B.~~ (b) Except as provided in subsections ~~1.94.C.~~ 2.4.c. and ~~1.94.D~~ 2.4.d, if a violation of the Code or ordinances is found, the code inspector shall notify the violator by a written "Notice of Violation" and give him or her a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the code inspector shall notify the Special Magistrate and request a hearing. The Special Magistrate shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed to said violator as provided in section ~~1.100~~ 2.10 ~~of the Martin County Code~~. At the option of the code enforcement Special Magistrate, notice may additionally be served by publication or posting as provided in section ~~1.100~~ 2.10 ~~of the Martin County Code~~. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the Special Magistrate, even if the violation has been corrected prior to the hearing, and the notice shall so state.

~~1.94.C.~~ (c) If a repeat violation is found, the code inspector shall notify the violator by a written "Notice of Repeat Violation", but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon

notifying the violator of a repeat violation, shall notify the Special Magistrate and request a hearing. The Special Magistrate shall schedule a hearing and notice shall be provided pursuant to section ~~1.100~~ 2.10 ~~of the Martin County Code~~. The case may be presented to the Special Magistrate even if the repeat violation has been corrected prior to the hearing, and notice shall so state. If the repeat violation has been corrected, the Special Magistrate retains the right to schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator. The repeat violator may choose to waive his or her rights to this hearing and pay said costs as determined by the Special Magistrate.

~~1.94.D.~~ (d) If the code inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately notify the Special Magistrate and request a hearing.

~~1.94.E.~~ (e) If the owner of property which is subject to an enforcement proceeding before a Special Magistrate transfers ownership of such property between the time the initial pleading was served and time of the hearing, such owner shall:

~~1.~~ (1) Disclose, in writing, the existence and the nature of the preceding to the prospective transferee;

~~2.~~ (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor;

~~3.~~ (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code provisions and with orders issued in the code enforcement proceeding; and

~~4.~~ (4) File a notice, in writing, with the code enforcement inspector of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five days after the date of the transfer.

A failure to make the disclosures described in paragraphs 1., 2., and 3. before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

Sec. ~~1.95.~~ 2.5 Conduct of hearing.

~~1.95.A.~~ (a) The Special Magistrate will schedule all hearings. All hearings shall be recorded and proceedings shall be open to the public. The ~~Board of County Commissioners~~ Village Manager shall provide clerical and administrative staff as may be reasonably required by the Special Magistrate for the proper performance of the Special Magistrate's duties.

~~1.95.B.~~ (b) Each case before the Special Magistrate shall be presented by the ~~growth management~~ community development director, code inspector, or the ~~County~~ Village Attorney or designee. If the ~~County~~ Village prevails in prosecuting a case before the Special Magistrate, it shall be entitled to recover all costs incurred in prosecuting the case before the Special Magistrate and such costs may be included in the lien authorized under section ~~1.97~~ 2.7 ~~of the Martin County Code~~.

~~1.95.C.~~ (c) The Special Magistrate shall proceed to hear the cases scheduled for that day. All testimony shall be under oath and shall be recorded. The Special Magistrate shall take testimony from the code inspector, the administrative staff of the ~~County~~ Village, the alleged violator, and any other witnesses whose testimony is considered relevant by the Special Magistrate. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern said proceedings.

~~1.95.D.~~ (d) At the conclusion of the hearing, the Special Magistrate shall issue an order containing findings of fact, based on the evidence of record and conclusions of law, and shall order proper relief consistent with the powers granted herein. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed, and under the conditions specified in section ~~1.97~~ 2.7, the cost of repair may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records pursuant to this

subsection and the order is complied with by the date specified in the order, the Special Magistrate shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

~~1.95.E.~~ (e) The ~~growth management~~ community development director shall appoint a secretary to the Special Magistrate. The secretary shall keep recordings ~~tapes~~ and dockets of all proceedings of the Special Magistrate. In addition, the secretary shall maintain all records of the Special Magistrate, the Special Magistrate's hearings and proceedings, and the correspondence of the Special Magistrate related to such hearings and proceedings.

Sec. ~~1.96.~~ 2.6 Powers.

The Special Magistrate shall have the power to:

~~1.96.A.~~ (a) Adopt rules for the conduct of hearings.

~~1.96.B.~~ (b) Subpoena alleged violators and witnesses to its hearings. Subpoenas shall be served by the Martin County Sheriff or his deputies.

~~1.96.C.~~ (c) Subpoena evidence to hearings.

~~1.96.D.~~ (d) Take testimony under oath.

~~1.96.E.~~ (e) Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance.

Sec. ~~1.97.~~ 2.7. Penalty for failure to comply with order.

~~1.97.A.~~ (a) The Special Magistrate, upon notification by the code inspector that a previous order of the ~~enforcement board or~~ Special Magistrate has not been complied with by the set time, or upon a finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the ~~Code Enforcement Board or~~ Special Magistrate for compliance or, in the case of a repeat violation, for each day the repeat violation continues beginning with the date the repeat violation is found to have occurred by the code inspector. In addition, if the violation is a violation described in subsection ~~1.94.D.~~ 2.4.d., the Special Magistrate shall notify the ~~Board of~~

~~County Commissioners~~ Village Council, who may direct that all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the ~~County~~ Village to make further repairs or to maintain the property and does not create any liability against the ~~County~~ Village for any damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this part, a hearing shall not be necessary for issuance of the order imposing the fine. If after due notice and hearing, the Special Magistrate finds a violation to be irreparable or irreversible in nature, the Special Magistrate may order the violator to pay a fine as specified in paragraph ~~1.97.B.1.~~ 2.7.b.1.

~~1.97.B.~~ (b) Amounts of fines:

~~1.~~ (1) A fine imposed pursuant to this section shall not exceed $250.00 ~~$1,000.00~~ per day for a first violation and shall not exceed $500.00 ~~$5,000.00~~ per day for a repeat violation, and in addition may include all costs of repairs pursuant to subsection ~~1.97.A~~. 2.7.a. However, if the Special Magistrate finds the violation to be irreparable or irreversible in nature, the Special Magistrate may impose a fine not to exceed $5,000.00 ~~$15,000.00~~ per violation.

~~2.~~ (2) In determining the amount of the fine, if any, the Special Magistrate shall consider the following factors:

a. The gravity of the violation;
b. Any actions taken by the violator to correct the violation; and
c. Any previous violations committed by the violator.

~~3.~~ (3) The Special Magistrate may reduce a fine imposed pursuant to this section. In determining a reduction in fines, the Special Magistrate shall consider the same factors delineated in paragraph ~~1.97.B.2.~~ 2.7.b.2.

~~1.97.C.~~ (c) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists or upon any other real or personal property owned by the violator. Upon petition to the Circuit Court, such order shall be enforceable in the same manner as a court

judgment by the Sheriff of Martin County, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purpose. A fine imposed pursuant to this article shall continue to accrue until the violator comes into compliance or until the amount fixed by the Special Magistrate on an order is reached, whichever occurs first. A lien arising from a fine imposed pursuant to this article runs in favor of the ~~Board of County Commissioners~~ Village Council, and the ~~Board of County Commissioners~~ Village Council may execute a satisfaction or release of lien entered pursuant to subsection ~~1.97.B.~~ 2.7.b. After three months from the filing of any such lien which remains unpaid, the Special Magistrate may authorize the ~~County~~ Village Attorney to foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this article may be foreclosed on real property which is a homestead under Section 4, Article X of the Florida Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under Section 4(a), Article X of the Florida Constitution. Actions for money judgments under this section may be pursued only on fines levied after October 1, 2000.

Sec. ~~1.98.~~ 2.8 Duration of lien; authority to release liens.

~~[1.98.A.]~~ (a) No lien provided by this article shall continue for a longer period than 20 years after the certified copy of an order imposing a fine has been recorded, unless within the time an action is commenced pursuant to section ~~1.97.C.~~ 2.7.c. in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the action. The ~~Board of County Commissioners~~ Village Council shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchases for valuable consideration without notice, unless a notice of lis pendens is recorded.

~~1.98.B.~~ (b) The ~~Board of County Commissioners~~ Village Council has delegated the authority of hearing requests for release or reduction of code enforcement liens to the Special Magistrate. If the Special Magistrate recommends release, or reduction, said recommendation shall be delivered to the ~~Board of County Commissioners~~ Village Council. The ~~Board of County~~

~~Commissioners~~ Village Council shall then vote on the recommendation of the Special Magistrate.

Sec. ~~1.99.~~ 2.9 Appeals.

An aggrieved party, including the ~~Board of County Commissioners~~ Village Council, may appeal a final administrative order of the Special Magistrate to the Circuit Court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the Special Magistrate. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Sec. ~~1.100.~~ 2.10 Notices.

~~1.100.A.~~ (a) All notices required by this article shall be provided to the alleged violator by:

~~1.~~ (1) Certified mail, return receipt requested, provided if such notice is sent under this paragraph to the owner of the property in question at the address listed in the Tax Collector's office for tax notices, and at any other address provided to the ~~County~~ Village by such owner and is returned as unclaimed or refused, notice may be provided by posting as described in subparagraphs ~~1.100.B.2.a.~~ 2.10.b.2.a. and ~~1.100.B.2.b.~~ 2.10.b.2.b. and by first class mail directed to the addresses furnished to the ~~County~~ Village with a properly executed proof of mailing or affidavit confirming the first class mailing;

~~2.~~ (2) Hand delivery by the Sheriff, Code Inspector, or other person designated by the ~~Board of County Commissioners~~ Village Council;

~~3.~~ (3) Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or

~~4.~~ (4) In the case of commercial premises, leaving the notice with the manager or other person in charge.

~~1.100.B.~~ (b) In addition to providing notice as set forth in subsection ~~1.100.A.~~ 2.10.a., at the option of the Special Magistrate, notice may also be served by publication or posting, as follows:

~~1. a.~~ (1) Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a

newspaper of general circulation in ~~the~~ Martin County. The newspaper shall meet such requirements as are prescribed under F.S. ch. 50, for legal and official advertisements. ~~b.~~ Proof of publication shall be made as provided in F.S. § 50.041 and F.S. § 50.051.

~~2. a.~~ (2) In lieu of publication as described in paragraph ~~1.100.B.1~~ 2.10.b.1 such notice may be posted for at least ten days prior to hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at ~~the front door of the County Courthouse or County administration building~~ the Village of Indiantown Village Hall in a location designated for such notices. ~~b.~~ Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

~~3.~~ (3) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection ~~1.100.A.~~ 2.10.a.

~~4.~~ (4) Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection ~~1.100.A.~~ 2.10.a., together with proof of publication or posting as provided in subsection ~~1.100.B.~~ 2.10.b. shall be sufficient to show that the notice requirement of this part have been met, without regard to whether or not the alleged violator actually received such notice.

Sec. ~~1.101~~. 2.11 Provisions of act supplemental.

Nothing contained in this ~~article~~ chapter shall prohibit the ~~Board of County Commissioners~~ Village Council from enforcing codes by any other means.

Sec. ~~1.102.~~ 2.12 Regulation of unlicensed contractors.

~~1.102.A.~~ (a) The provisions of section 43.49 of the Village of Indiantown Transitional Code of Ordinances, Prohibitions on contracting; penalties; and enforcement shall be enforced pursuant the following procedures:

~~1.~~ (1) Pursuant to F.S. § 489.127, Code Inspectors are authorized to issue citations when, based upon personal investigation, the inspector has reasonable and probable grounds to believe that a violation of the provisions of section 43.49 of the Village of Indiantown Transitional Code of Ordinances has occurred.

~~2.~~ (2) A citation issued by a Code Inspector pursuant to the provisions of this section shall contain the following:

a. The date and time of issuance.
b. The name and address of the person to whom the citation is issued.
c. The date and time of the violation.
d. A brief description of the violation and the facts constituting reasonable cause.
e. The section of the code violated.
f. The name of the Code Inspector.
g. The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
h. The applicable civil penalty if the person elects not to contest the citation.
i. A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear to contest the citation, he shall be deemed to have waived his right to contest the citation and that, in such case, an order may be entered against the person for an amount up to the maximum civil penalty.

~~3.~~ (3) The act for which the citation is issued shall cease upon receipt of the citation and the person charged with the violation shall elect either to correct the violation and pay the civil penalty in the manner indicated on the citation or, within ten days of receipt of the citation, exclusive of weekends and legal holidays, request a hearing before the Special Magistrate to appeal the issuance of the citation by the Code Inspector.

~~4.~~ (4) Upon receipt of a request for a hearing, a notice of hearing shall be served on the alleged violator by certified mail, return receipt requested; by hand delivery by the Sheriff or other law enforcement or Code Inspector; by leaving the notice at the violator's usual place of residence with some person of his or her family above 15 years of

age and informing such person of the contents of the notice; which notice shall include, but not be limited to, the following:

a. Place, date and time of the hearing;

b. Right of violator to be represented by an attorney;

c. Right of violator to present witnesses and evidence and conduct cross examination; and

d. A conspicuous statement reflecting the requirements of F.S. ch. 286 that a person deciding to appeal any decision of the Special Magistrate will need to ensure that a verbatim record of the proceedings is made.

In lieu of providing a notice of hearing as provided above, the citation may include a hearing date that will be scheduled if the violator requests a hearing, provided that the citation includes the information required by this subsection.

~~5.~~ (5) Each day a willful, knowing violation continues shall constitute a separate offense under section 43.49 of the Village of Indiantown Transitional Code of Ordinances.

~~6.~~ (6) In the event the civil penalties are insufficient to deter repeat violations, the ~~County~~ Village reserves the right to pursue all available remedies, including but not limited to, seeking temporary or permanent injunctions in Circuit Court to prevent the violations.

~~1.102.B.~~ (b) Hearings shall be held before the Special Magistrate and such hearings shall be conducted pursuant to the requirements of section ~~1.95~~ 2.5. The failure of a violator to appeal the citation of the Code Inspector within ten days shall constitute a waiver of the violator's right to a hearing. A waiver of the right to a hearing shall be deemed an admission of the violation, and penalties may be imposed accordingly. At the hearing, the person charged with the citation, or his or her designated representative, may challenge the validity of the citation or show that the violation has been corrected prior to the hearing. Based on the evidence presented the Special Magistrate may find that a violation existed or may dismiss the citation.

~~1.102.C.~~ (c) If the Special Magistrate finds that a violation existed, the violator may be ordered to pay a civil penalty of not less than the amount set forth on the citation but not more than $2,500.00 per day for each violation. In determining the amount of the penalty, the Special Magistrate shall consider the following factors:

~~1.~~ (1) The gravity of the violation;
~~2.~~ (2) Any actions taken by the violator to correct the violation; and
~~3.~~ (3) Any previous violations committed by the violator.

~~1.102.D.~~ (d) Upon written notification by the Code Inspector that a violator has not contested a citation or paid the civil penalty within the timeframe allowed on a citation, the Special Magistrate may enter an order ordering the violator to pay the civil penalty set forth on the citation, and a hearing shall not be necessary for the issuance of such order.

~~1.102.E.~~ (e) A certified copy of an order imposing a civil penalty pursuant to this section may be recorded in the public records and thereafter shall constitute a lien against any real or personal property owned by the violator.

Sec. 2.13. Summary procedures; uniform code and parking citation notice; notice to appear.

(a) *Uniform code and parking citation notice ("citation").* If a violation of a code or ordinance for which the Village Council has set specific fines and costs is believed to have occurred or to exist by a Code Inspector, the Code Inspector may issue a citation to the respondent, on a form approved by the Village Attorney, designating, at a minimum, the violation location, the violation date, and the code section or ordinance alleged to have been violated, and a short factual statement that forms the basis for the belief that a violation exists, and the amount of the fine and costs, as adopted by the Village Council for the offense, along with the action required to comply with the code section cited, if any. The citation may also establish a time for compliance.

(b) *Notice to appear (summons).* Also, using the citation form, a Code Inspector may issue a notice to appear, summoning a respondent to a mandatory or non-mandatory appearance before the Special Magistrate to answer the charges alleged in the notice. For this purpose, the citation shall include the hearing date, time and location, and any procedures required to avoid a hearing, if applicable. This procedure may be used regardless of whether the Village Council has established a fine for a code violation. Failure to appear when properly summoned to a Special Magistrate hearing may subject a respondent to any or all additional costs, or an order to show cause why such person should not be held in contempt, or a contempt order with or without fine.

(c) *Respondent's rights and obligations.* The respondent may avoid a non-mandatory appearance before the Special Magistrate by complying with the code section cited, passing an inspection, if required, and electing to pay a fine and costs as provided on the uniform citation. However, the respondent may otherwise elect to appear before the Special Magistrate to contest the alleged violation cited, and at that time must bring any witnesses or evidence to be presented at the magistrate hearing. Once a citation has been issued, the respondent shall have ten days within which to file a written request for hearing with the code clerk's office, failing which the Special Magistrate may enter an order finding the respondent guilty of the alleged violation, and assessing a fine and reasonable costs.

(1) Any individual respondent may be represented by legal counsel, or by another competent adult. Corporations, limited liability companies, partnerships or other business entities may only be represented by legal counsel or officers, members, partners or those employees duly authorized by officers, members or partners with authority to obligate the business entity.

(2) If a fine or costs, or both, are not paid within ten days of the issuance of a citation, or as otherwise provided on the face of the citation, or if the respondent or a designated representative fails to appear at the magistrate hearing upon being summoned to do so, the respondent shall have waived all rights to a hearing. Thereafter, an order may be entered against the respondent in an amount up to the maximum permitted by law. Once a fine is paid, or if unpaid, ten days after the issuance of a citation, it is deemed to be conclusive proof of the violation, for the purposes of establishing a later repeat violation.

(d) Upon written notification by the Code Inspector that a violator has not contested a citation or paid the civil penalty within the timeframe allowed on a citation, the Special Magistrate may enter an order ordering the violator to pay the civil penalty set forth on the citation, and a hearing shall not be necessary for the issuance of such order.

(e) A certified copy of an order imposing a civil penalty pursuant to this section may be recorded in the public records and thereafter shall constitute a lien against any real or personal property owned by the violator.

Sec. 2.14. Schedule of fines and costs.

The Village Council hereby establishes the following schedule of fines and costs applicable to citations for various violations of the Village Code and ordinances. [See Inset Table "A".] In addition, the Village may present reasonable actual costs to the Special Magistrate for approval. In such instance, the respondent may *voir dire* the Village regarding the costs, and present argument regarding the same.

Table "A"

Code Section	Violation	Class
21.1, Village of Indiantown Transitional Code of Ordinances (Incorporating Section 105.1.1, Florida Building Code)	Failure to obtain required building permit.	II
3-7.13, Land Development Regulations	Mobile Food Vendors/Food Trucks—License required	II
3-7.16, Land Development Regulations	Peddlers and Iterant Merchants—Permit required	II
67.201, Village of Indiantown Transitional Code of Ordinances	Tall grass, weeds and undergrowth; nuisance	II
67.201, Village of Indiantown Transitional Code of Ordinances	Trash and debris; nuisance	II
91.33, Village of Indiantown Transitional Code of Ordinances	Abandoned, salvage, or junked property on public ways	II

91.34, Village of Indiantown Transitional Code of Ordinances	Abandoned, salvage, or junked property on premises	II
151.201, Village of Indiantown Provisional Code of Ordinances	Unsanitary nuisances and dumping	II
Penalties for Certain Violations:		
Class I	1st violation ($50.00); 2nd violation ($100.00); 3rd or more violations ($200.00); plus costs	
Class II	1st violation ($100.00); 2nd violation ($200.00); 3rd or more violation ($400.00); plus costs	
Class III	1st violation ($150.00); 2nd violation ($300.00); 3rd violation ($500.00); plus costs	
Mandatory	A mandatory appearance is required by the Respondent and subjects the violator to a fine of up to $250.00 for a 1st violation, and a fine of up to $500.00 for a repeat violation, as provided in this code; plus costs	