



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

July 12, 2018
6:30 PM
at the INDIANTOWN CIVIC CENTER
15675 SW Osceola Street, Indiantown, FL 34956

VILLAGE COUNCIL
SUSAN GIBBS THOMAS, MAYOR
GUYTON STONE, VICE MAYOR
JACKIE GARY CLARKE
ANTHONY D. DOWLING
JANET HERNANDEZ

ADMINISTRATION
TERESA LAMAR-SARNO, VILLAGE MANAGER
PAUL J. NICOLETTI, 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 special accommodation, please contact Cheryl White, Village Clerk, by telephone at (772) 597-9900 or by email at cwhite@indiantown.org. If you are hearing impaired, please contact the Florida Relay Service, Dial 711, or call 800-682-8706 (English); 800-682-8786 (Espanol); 800-855-2886 (TTY).

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 Calendar: Those matters included under the Consent Calendar 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 Calendar to be heard separately, by a Village Council Member, or by any member of the public desiring it to be heard, without a motion.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS

1. SCHOOL BOARD PRESENTATION REGARDING THE PROPOSED SALES TAX INITIATIVE
2. PRESENTATION BY DAN KLEMAN, SENIOR ADVISOR, WITH FLORIDA CITY/COUNTY MANAGEMENT ASSOCIATION REGARDING THE VILLAGE MANAGER SEARCH

COMMENTS BY VILLAGE COUNCIL MEMBERS

COMMENTS BY VILLAGE MANAGER

APPROVAL OF AGENDA

-A motion is adopted to approve the Agenda as it appears, or as modified by motion of the village council.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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PUBLIC COMMENT

*-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.*

CONSENT CALENDAR

3. VILLAGE COUNCIL MINUTES FOR JUNE 28. 2018
4. Minutes of Special Meeting Budget Workshop June 28, 2018
5. Resolution No. 028-2018 Adopting a Travel Policy for Official Village Travel.
6. Resolution No. 029-2018; Approving Professional Planning Services by Bonnie C. Landry and Associates, P.A.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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REGULAR AGENDA

FIRST READING ORDINANCES

7. Ordinance No. 004-2018; AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, REQUESTING AND CONSENTING TO THE INCLUSION OF ALL OF THE VILLAGE OF INDIANTOWN WITHIN A MUNICIPAL SERVICE TAXING UNIT OR OTHER SPECIFIC GEOGRAPHIC AREA DESIGNATED BY MARTIN COUNTY TO PROVIDE PARKS AND RECREATION SERVICES; PROVIDING FOR ANNUAL RENEWAL OF SUCH REQUEST AND CONSENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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8. ORDINANCE NO. 001-2018 AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, REQUESTING AND CONSENTING TO THE INCLUSION OF ALL OF THE VILLAGE OF INDIANTOWN WITHIN A MUNICIPAL SERVICE BENEFIT UNIT OR OTHER SPECIFIC GEOGRAPHIC AREA DESIGNATED BY MARTIN COUNTY TO PROVIDE FIRE RESCUE SERVICES; PROVIDING FOR ANNUAL RENEWAL OF SUCH REQUEST AND CONSENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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9. AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE VILLAGE OF INDIANTOWN, AND PROVIDING FOR AN EFFECTIVE DATE.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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SECOND READING ORDINANCES

10. EMERGENCY ORDINANCE NO. 0003 (2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, REQUESTING AND CONSENTING TO THE INCLUSION OF ALL OF THE VILLAGE OF INDIANTOWN WITHIN A MUNICIPAL SERVICE BENEFIT UNIT OR OTHER SPECIFIC GEOGRAPHIC AREA DESIGNATED BY MARTIN COUNTY TO PROVIDE SOLID WASTE COLLECTION AND DISPOSAL SERVICES; PROVIDING FOR ANNUAL RENEWAL OF SUCH REQUEST AND CONSENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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DISCUSSION ITEMS

COMMENTS FROM THE PUBLIC

ANNOUNCEMENTS

NEXT REGULAR MEETING

ADJOURNMENT

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: July 12, 2018

MEETING TYPE: Presentation

AGENDA ITEM TITLE: SCHOOL BOARD PRESENTATION REGARDING THE PROPOSED
SALES TAX INITIATIVE

SUMMARY OF ITEM: School Board Member Michael DiTerlizzi will make a presentation regarding the
proposed sales tax initiative.

RECOMMENDATION: n/a

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 7/3/2018

REVIEWED BY: P. Nicoletti

DATE: 7/6/2018

APPROVED BY:

DATE:

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: July 12, 2018

MEETING TYPE: Presentation

AGENDA ITEM TITLE: PRESENTATION BY DAN KLEMAN, SENIOR ADVISOR, WITH
FLORIDA CITY/COUNTY MANAGEMENT ASSOCIATION
REGARDING THE VILLAGE MANAGER SEARCH

SUMMARY OF ITEM: Dan Kleman, and his wife, Jan, now reside in Port St. Lucie. Dan has had a distinguished career in local government. He served as City Manager of Tallahassee for 20 years, and then became the CEO for the City of Jacksonville in 2004, before also later becoming Jacksonville's Fire Chief. He has also worked for a Florida County as its Administrator. Dan has been President of the Florida City-County Management Association (FCCMA), and also President of the International City Management Association (ICMA). He is now an ICMA Senior Advisor.

As an ICMA Senior Advisor, Dan is well suited to work with the Village of Indiantown as a mentor for elected and professional staff.

His presentation will focus on those things with which ICMA can assist the Village. See the ICMA link: ICMA Senior Advisors

RECOMMENDATION: Motion to approve working with ICMA Senior Advisor Dan Kleman

PREPARED BY: Teresa Lamar-Sarno, Village Manager DATE: 7/4/2018

REVIEWED BY: P. Nicoletti DATE: 7/6/2018

APPROVED BY: DATE:

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: July 12, 2018

MEETING TYPE: Consent Agenda

AGENDA ITEM TITLE: VILLAGE COUNCIL MINUTES FOR JUNE 28. 2018

SUMMARY OF ITEM: Minutes attached for June 28, 2018 Regular Council Meeting.

RECOMMENDATION: Approve minutes for June 28, 2018.

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 7/6/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

ATTACHMENTS:

Description

Minutes for June 28, 2018 Regular Council Meeting



**VILLAGE OF INDIANTOWN
VILLAGE COUNCIL MEETING
JUNE 28, 2018
MINUTES**

ROLL CALL

Beth Wright Deputy Clerk to the Martin County Clerk of Circuit Court and Comptroller, acting Village Clerk

PRESENT

Council Member Dowling, Council Member Clarke, Council Member Hernandez, Mayor Thomas, Vice Mayor Stone, Village Manager Teresa Lamar-Sarno and Village Attorney Paul Nicoletti

INVOCATION Pastor George Palmer Sr., Mt. Zion Missionary Baptist Church

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS

None at this time

COMMENTS BY VILLAGE COUNCIL MEMBERS

Council Member Clarke and Vice Mayor Stone thanked everyone who attended the council meeting.

Council Member Hernandez informed the other council members that after taking a social media course she made the decision to unfriend all the council members on Facebook to avoid breaking Sunshine Law.

Mayor Thomas thanked everyone who attended the meeting and encouraged everyone to remember what the 4th of July is really about.

COMMENTS BY VILLAGE MANAGER

Village Manager Teresa Lamar-Sarno addressed the Council and public on the following topics:

Martin County notified the Village that pending rain they will be spraying for mosquitos on June 28, 2018.

The IRS designated the Village as an Opportunity Zone defined as a zone designed to spur economic development by providing tax benefits to investors. Ms. Lamar-Sarno will get more information and do a press release to let everyone know they have an opportunity to invest in Indiantown and will provide some tax incentives for them if they do an invest within the Village.

Florida Department of Transportation (FDOT) informed the Village that the Indiantown Saturday Shuttle will end the week of June 25, 2018 due to not having anyone to operate the shuttle. Ms. Lamar-Sarno will work with FDOT to see if there is some sort of resolution.

APPROVAL OF AGENDA

PUBLIC COMMENT: None

MOTION: I make a motion [Approve Agenda]

Moved by Vice Mayor Stone, seconded by Council Member Dowling

Motion carried unanimously

COMMENTS FROM THE PUBLIC

The following members of the public addressed the council:

Tony Zwiener and Thelma Waters encouraged the Council Members to turn to their higher power for guidance and wisdom to do their due diligence.

Ron Carr, President of Indianwood Co-Op announced they are building a \$2M restaurant and golf facility which will be open to the public. They should be open for business sometime in November 2018.

Roger Carman with Indiantown Athletic Association presented Scott Watson's Indiantown Community Athletic Association with a check for \$7,779.88 from the previous Indiantown Women's Athletic Association.

CONSENT CALENDAR – *One motion approves and adopts all of the items on the Consent Agenda, if any:*

1. VILLAGE COUNCIL MINUTES FOR JUNE 14, 2018

RECOMMENDATION: Approve Minutes

PUBLIC COMMENT: None

MOTION: So moved [Approve]

Moved by Council Member Dowling, seconded by Council Member Clarke

Motion carried unanimously

REGULAR AGENDA

2. ORDINANCE NO. 001-2018 MUNICIPAL CONSENT ORDINANCE

Village Attorney Paul Nicoletti read the title of Ordinance No. 001-2018 required by law and stated once this ordinance is adopted it will give the County assurance that the Village will participate in the County's Fire-Rescue system for at least the next fiscal year. Adoption on First Reading is just procedural for this particular ordinance. The Village is still anticipating receipt of statistical and financial information from County staff prior to adoption of this ordinance on Second Reading.

RECOMMENDATION: Adopt Ordinance No. 001-2018 Municipal Consent on First Reading

PUBLIC COMMENT: None

MOTION: So moved [Approve]

Moved by Council Member Dowling, seconded by Council Member Hernandez

Motion carried unanimously

3. ORDINANCE NO. 0002-2018;

An Ordinance of the Village of Indiantown Adopting a 20 Year Franchise with Florida Power & Light Company; and levying a 6% Franchise Fee.

Village Attorney Paul Nicoletti read the title of Ordinance No. 0002-2018 required by law and explained that the Franchise Agreement will replace the agreement in place with Martin County as it relates to the Village. The 6% franchise fee will come directly to the Village and will be in effect within six weeks.

RECOMMENDATION: Approve Ordinance 0002-2018 on First Reading.

PUBLIC COMMENT:

Marjorie Beary asked what the 6% represents. Mr. Nicoletti informed her that it is 6% of each customer's bill.

Thelma Waters asked who is responsible for administering this ordinance. Village Manager Teresa Lamar-Sarno informed her that the Village Attorney is responsible for Ordinances and Resolutions.

MOTION: I make a motion [Approve]

Moved by Vice Mayor Stone, seconded by Council Member Clarke

Motion carried unanimously

4. ORDINANCE NO. 003-2018 SOLID WASTE COLLECTION AND DISPOSAL SERVICES

Village Attorney Paul Nicoletti read the title of Ordinance No. 003-2018 required by law and explained that this ordinance allows for the continuation of solid waste collection and disposal through Martin County.

RECOMMENDATION: Approve at First Reading Ordinance 003-2018

PUBLIC COMMENT: None

MOTION: I make a motion [Approve]

Moved by Council Member Hernandez, seconded by Council Member Clarke

Motion carried unanimously

DISCUSSION ITEMS

5. FLORIDA LEAGUE OF CITIES 2018-2019 LEGISLATIVE POLICY COMMITTEE

Village Manager Teresa Lamar-Sarno explained that each year, municipal officials from across the state volunteer to serve on one of the League's five legislative policy committees. Policy committee members help develop the League's Legislative Action Agenda and help League staff understand the real world implications of the proposed legislation and are asked to serve as advocates throughout the legislative process. The deadline to sign up is August 20, 2018. Mayor Thomas, Vice Mayor Stone and Council Member Dowling volunteered to serve on the committee.

RECOMMENDATION: Appoint at least 3, but up to 5, Council Members to the FLC 2018-2019 Legislative Priority Committee; to serve on the Legislative, Advocacy and Resolutions Committees.

PUBLIC COMMENT: None

MOTION: I'll make one [Appoint Mayor Thomas, Vice Mayor Stone and Council Member Dowling]

Moved by Vice Mayor Stone, seconded by Council Member Clarke

Motion carried unanimously

ANNOUNCEMENTS

Mayor Thomas announced that the second Budget Workshop will take place on July 12, 2018 at 6:00 p.m.

NEXT REGULAR MEETING

Mayor Thomas announced that the next Council Meeting will take place on Thursday, July 12, 2018 at 6:30 p.m. at the Indiantown Civic Center.

ADJOURNMENT

Village of Indiantown, June 28, 2018
The meeting adjourned at 7:13 p.m.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

KATRINA ALVAREZ
DEPUTY VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

APPROVED ON: JULY 12, 2018

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: July 12, 2018

MEETING TYPE:

AGENDA ITEM TITLE: Minutes of Special Meeting Budget Workshop June 28, 2018

SUMMARY OF ITEM: Minutes of June 28, 2018 Budget Workshop.

RECOMMENDATION: Approve the minutes from June 28, 2018 Budget Workshop

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 7/6/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

ATTACHMENTS:

Description

Minutes for Special Meeting on June 28, 2018



**VILLAGE OF INDIANTOWN
SPECIAL VILLAGE COUNCIL MEETING
JUNE 28, 2018
MINUTES**

ROLL CALL

Beth Wright Deputy Clerk to the Martin County Clerk of Circuit Court and Comptroller, acting Village Clerk

PRESENT

Council Member Dowling, Council Member Clarke, Council Member Hernandez, Mayor Thomas, Vice Mayor Stone (arrived at 5:12 p.m.), Village Manager Teresa Lamar-Sarno and Village Attorney Paul Nicoletti

INVOCATION Moment of Silence

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS

1. INTRODUCTION TO MUNICIPAL BUDGET PREPARATION

CRI, Financial Consultant T.J. Leahy gave a presentation on the municipal budget preparation, an introduction to statutory requirements and a preview of the Village's tentative FY 2019 Budget.

The budget lists expenditures that will be needed run the Village starting October 1, 2018 such as a millage rate, state shared revenues and franchise fees.

The Martin County Property Appraiser has given preliminary rates for the Village limits. The Property Appraiser will have a final assessment around July 1, 2018. At the Budget Workshop on July 12, 2018 the Village Counsel will be asked to approve a Village Millage rate for the budget cycle starting October 1, 2018 – September 30, 2019. Once the millage rate is determined it cannot be increased within that budget year. The meeting to request the approval of the FY 2019 Budget will take place sometime in last 2 weeks of September.

Council Member Hernandez asked if the residents of the Village will be getting a bill from Martin County and the Village. T.J. Leahy stated the bills will be consolidated into one bill but with different taxing authorities outlined separately.

Council Member Dowling expressed his appreciation to CRI for taking on this new venture and helping the Village get started off correctly.

PUBLIC COMMENT:

Marjorie Beary asked if the budget before the Council today is the budget they are voting on. T.J. Leahy explained that the budget presented today is a tentative budget, not the final budget.

2. VILLAGE OF INDIANTOWN DRAFT 2019 BUDGET

Village Manager Teresa Lamar-Sarno recognized that County Administrator Taryn Kryzda was in the audience to observe the Village's first Budget Workshop. Ms. Lamar-Sarno went through a budget presentation highlighting the following proposals: setting the millage rate at 1.25 mills, an Ordinance for Solid Waste Collection and Disposal (will be on the July 12, 2018 agenda), "Me Too" Ordinances for Parks and Recreation, Roads Municipal Service Taxing Unit (MSTU), Fire Rescue Operations, Capital MSTU and hiring a full-time Village Manager. The idea is that the Village will tackle the stormwater portion of the facilities maintenance and systems operations and discontinue contributing in the MSTU.

Sources of revenue include ad valorem taxes, franchise fees, state shared revenues and permit fees.

Expenditures include professional services, financial services, misc. professionals, operational costs, permit services, stormwater management and reserves.

Mayor Thomas and Vice Mayor Stone asked if the Village does not use the entire line of credit where would that balance roll to within the budget. They also asked if the Village is going to pay the back line of credit in one lump sum or in installment payments. Ms. Lamar-Sarno explained that the Village can amend the budget based on where the Council would like to see the funds applied. The

Village's cash flow at the time the payment is due will determine how they decide to pay back the line of credit.

Ms. Lamar-Sarno discussed potentially requesting an increase in the Village's line of credit to make sure the Village is prepared in case of storms during this hurricane season. This is being considered based on the minimal amount of DOR funds the Village has received at this point. However, the DOR funds should increase sometime in August 2018. Village Attorney Paul Nicoletti stated the only additional fees associated with an increase in the line of credit would be document stamp fees and the Village would only be charged interest for the funds that are used.

Pending Village Council approval, prior to FY19 staff intends to initiate sooner than FY19 an analysis of the current conditions of both public parks and roads to determine the condition of the assets, identify any deficiency and provide the Village with guidance on what maintenance and long term costs would be to budget properly.

Village Attorney Paul Nicoletti informed the Mayor that the Village plans on paying back the \$50,000 owed to Martin County sometime in October or November 2018 as their cash flow allows.

Ms. Lamar-Sarno announced the budget schedule:

July 12, 2018 – 2nd Budget Workshop

Sept 13, 2018 – Hearing

Sept 27, 2018 – 2nd Hearing

PUBLIC COMMENT:

Marjorie Beary suggested that the Village provide a list of acronyms to help the public understand better what is being discussed.

COMMENTS BY VILLAGE COUNCIL MEMBERS

None at this time

COMMENTS BY VILLAGE MANAGER

None at this time

APPROVAL OF AGENDA

None at this time

COMMENTS FROM THE PUBLIC

None at this time

CONSENT CALENDAR

None at this time

REGULAR AGENDA

None at this time

DISCUSSION ITEMS

None at this time

ANNOUNCEMENTS

The second budget workshop will take place July 12, 2018 at 6:00 p.m.

ADJOURNMENT

Village of Indiantown, June 28, 2018

The meeting adjourned at 5:42 p.m.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

KATRINA ALVAREZ
DEPUTY VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

APPROVED ON: JULY 12, 2018

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: July 12, 2018

MEETING TYPE: Consent Agenda

AGENDA ITEM TITLE: Resolution No. 028-2018 Adopting a Travel Policy for Official Village Travel.

SUMMARY OF ITEM: A RESOLUTION OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING A TRAVEL POLICY FOR OFFICIAL TRAVEL OF ELECTED AND APPOINTED OFFICIALS AND EMPLOYEES OF THE VILLAGE OF INDIANTOWN; AND PROVIDING AN EFFECTIVE DATE.

RECOMMENDATION: Adopt Resolution No. 028-2018

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 7/6/2018

REVIEWED BY: P. Nicoletti

DATE: 7/6/2018

APPROVED BY:

DATE:

ATTACHMENTS:

Description

Res. 028-2018 Travel Policy



RESOLUTION No. 028-2018

**A RESOLUTION OF THE VILLAGE OF INDIANTOWN, FLORIDA,
ADOPTING A TRAVEL POLICY FOR OFFICIAL TRAVEL OF
ELECTED AND APPOINTED OFFICIALS AND EMPLOYEES OF
THE VILLAGE OF INDIANTOWN; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the Village of Indiantown Village Council (the "Village") desires to adopt an official travel policy which provides for reimbursement of Village elected and appointed officials and employees in a fair and efficient manner.

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

Section 1. The precatory clause to this Resolution is adopted as if set forth herein.

Section 2. The Village Council hereby adopts a policy to be known as the "Travel Expense Reimbursement" policy for all official travel authorized in the

RESOLUTION No. 028-2018; TRAVEL REIMBURSEMENT POLICY

annual budget, or otherwise approved by the Village Manager. Said policy is attached hereto as Exhibit "A" and shall continue in effect until later amended, replaced or rescinded.

Section 3. This Resolution shall become effective immediately upon its adoption.

Council Member _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNANDEZ, COUNCIL MEMBER				

- ALL SIGNATURES ON NEXT PAGE -

RESOLUTION No. 028-2018; TRAVEL REIMBURSEMENT POLICY

ADOPTED this 12th day of July, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

REVIEWED FOR FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
VILLAGE ATTORNEY

- SEE NEXT 1 PAGE FOR EXHIBIT "A" -

EXHIBIT "A"

VILLAGE OF INDIANTOWN
TRAVEL EXPENSE REIMBURSEMENT

Reimbursement for travel related expenses will be made when the travel is related to the Village of Indiantown business or to a Village sanctioned seminar, conference, or educational opportunity. The employee receiving the reimbursement must verify that the payment was used for reimbursable expenses and must return any unused portion of the reimbursement.

Per diem, defined as meals, incidental expenses and lodging, will be reimbursed in accordance with the federal General Services Administration (GSA) rates. See: <https://www.gsa.gov/travel-resources> These rates are noted in the GSA Federal Travel Regulation. In accordance with Florida Statutes, an employee shall not receive per diem for travel for short day trips where the traveler is not away from his or her official headquarters or residence overnight. However, the employee may receive a subsistence allowance for meals, based upon the following schedule:

1. Breakfast: When travel begins before 6:00 AM and extends beyond 8:00 A.M.
2. Lunch: When travel begins before Noon and extends beyond 2:00 PM.
3. Dinner: When travel begins before 6:00 PM, and extends beyond 8:00 PM, or when travel occurs during nighttime hours due to a special assignment.

Mileage for use of a personal vehicle to attend Village business meetings, seminars, conferences, or educational opportunities will be reimbursed at the rate indicated by the federal Internal Revenue Service.

Dated: July 12, 2018

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: July 12, 2018

MEETING TYPE:

AGENDA ITEM TITLE: Resolution No. 029-2018; Approving Professional Planning Services by Bonnie C. Landry and Associates, P.A.

SUMMARY OF ITEM: This is a continuation of professional planning services with Bonnie Landry, AICP, for Comp. Plan, and site plan review work as stated in the Contract.

RECOMMENDATION: Approve Resolution No. 029-2018

PREPARED BY: P. Nicoletti DATE: 7/6/2018

REVIEWED BY: P. Nicoletti DATE: 7/6/2018

APPROVED BY: Cherie White DATE: 7/6/2018

ATTACHMENTS:

Description

Res. 029-2018 Contract with Bonnie Landry

Landry Contract

Exhibit "A" BCL Contract

Exhibit "B" BCL Contract

Exhibit "C" BCL Contract



RESOLUTION No. 029-2018

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA APPROVING A CONTRACT WITH BONNIE C. LANDRY AND ASSOCIATES, P.A. FOR PROFESSIONAL PLANNING SERVICES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, The Village Council has determined the need to provide for professional planning services for the comprehensive planning process, and for site plan reviews, and other ongoing professional planning services.

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

SECTION 1. PROFESSIONAL PLANNING CONSULTANT; CONTRACT APPROVED. The Professional Planning Contract with Bonnie C. Landry and Associates, P.A., a copy of which is on file in the Office of the Village Clerk, is hereby approved.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect immediately upon adoption. However the terms of the Contract shall take effect *nunc pro tunc* on June 1, 2018.

- ALL SIGNATURES ON NEXT PAGE -

RES. 029-2018 Professional Planning Services

Council Member _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNANDEZ, COUNCIL MEMBER				

ADOPTED this ____ day of _____, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:

PAUL J. NICOLETTI
VILLAGE ATTORNEY



IN CONSIDERATION of the mutual agreements and promises herein, the **VILLAGE OF INDIANTOWN**, Florida, a municipal corporation ("Village"), contracts for Professional General Planning Services with **BONNIE C. LANDRY AND ASSOCIATES, P.A.**, a Florida corporation, 336 SW RIDGE LANE, Stuart, FL 34994 ("BCL"), beginning on JUNE 1, 2018, and terminating as provided herein.

1. **GENERAL PLANNING SERVICES.** As the General Planning Consultant, BCL shall provide planning services to the Village, at the direction of the Village Manager, as well as project specific planning studies and state required documents requested by the Village Manager and prepared by BCL (See "Exhibit B" and "Exhibit C"). In addition, as the principal of BCL, Bonnie C. Landray shall maintain her designation as a member of the American Institute of Certified Planners (AICP) at all times during the performance of the Contract.
2. **PROFESSIONAL FEE.** From June 1, 2018 and until such time that either the Village Manager or BCL terminates this contract, BCL shall be paid according to the Fee Schedule provided herein as "Exhibit A", and as may be amended from time to time. An invoice with deliverables will be provided on a monthly basis. The invoice will be itemized to demonstrate the total number of hours for each Professional Level.
3. **VEHICLE.** BCL agrees to utilize personally owned vehicles (POV) in the performance of duties as Village General Planning Consultant within Martin County. The Village agrees to reimburse BCL at the standard IRS mileage rate for any official use of the POV outside of the County.
4. **PAYMENT.** The Village shall pay invoices to BCL within 10 days of receipt, and approval of invoices.
5. **USE OF VILLAGE OFFICE EQUIPMENT.** The Village agrees to provide BCL the use of computers, printers, copy machines and other business equipment as needed to complete projects and services related to official Village business. For circumstances when this is not possible because either the machine does not have the capabilities for certain graphics or if it these machines are not available, the Village will reimburse these expenses at the actual cost. BCL agrees to provide receipt(s) for these expenses.

General Planning Services Contract with Bonnie C. Landry and Associates, P.A.

6. NON-EXCLUSIVE CONTRACT. The parties agree that this is a non-exclusive Contract, and BCL may accept any and all non-conflicting projects, including private sector and municipal or county governments, and the Village is free to contract for planning services with anyone of its choosing.
7. TERMINATION. The Village Manager may terminate this Contract without cause at any time, upon 30 days notice and shall pay BCL for all services performed. The Village Manager may terminate the Contract "for cause" (being any act or omission which constitutes a crime, or which causes public outrage or disgrace). BCL may voluntarily terminate this contract upon at least 45 days written notice.
8. MISCELLANEOUS. This Contract is the entire agreement between the parties, and no oral or written agreement shall supersede it. This Contract may be amended only in a writing approved by each party. Additional services may be provided upon the request of the Village Manager and with additional scopes of services signed by each party.
9. EFFECTIVE DATE. Notwithstanding the date the Contract is approved by the Village Council or signed by the Village Manager, it shall become effective, nunc pro tunc, as of on June 1, 2018.

"BCL"

BONNIE C. LANDRY, AICP
PRESIDENT

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERYL WHITE
VILLAGE CLERK

TERESA LAMAR-SARNO
VILLAGE MANAGER

APPROVED AS FORM AND CORRECTNESS:

PAUL J. NICOLETTI
VILLAGE ATTORNEY

“EXHIBIT A”

BONNIE C. LANDRY, AICP PROFESSIONAL PLANNING SERVICES

336 SW Ridge Lane
Stuart, FL 34994
772-267-7914

2018 FEE SCHEDULE

Professional Level		Hourly Rate
Principal Planner	Quality Control Manager	\$155
Senior Planner	Senior Environmental Planner	\$145
Planner II	Environmental Specialist	\$135
Planning Technician	Environmental Technician	\$125
GIS Services		\$125
CADD/Design Services		\$85
Administrative Services		\$75

“Exhibit B”

Task	Timeline	Deliverable	Comments	Estimated hours - Not to Exceed
Approve Contract and Scope of Services	June 1, 2018	Signed Contract		
Comprehensive Plan Review Committee	June 1-September 2 (Total of 4 meetings at flat rate of \$300 each)	Sign in Sheets; Agenda and Meeting Summary		\$1,200
Have CPR Approve PIP Outline	June 15	Sign in Sheets; Agenda and Meeting Summary	Provide an outline of strategies for involving the public in Comp Plan Process	4 - \$600
Public Involvement Plan	July 15	Public Involvement Plan	Provide a variety of innovative ways to engage the public	16 - \$2,500
Develop and publish project web page	July 15	Launch Project Web Page	This will be updated on a regular basis	8 - \$1,500
Population, demographics and methodology	June 15-August 31, 2018	Memo with population estimates	Includes year-round and seasonal resident data	120 - \$19,000
Gather input from Council for broad themes and issues	July 26	Council Agenda Item and Minutes	Opportunity for input from the Council on the project; (Develop list of policy and approach.)	2 - \$350
General Policy list that evolves as the project progresses	August 3	Policy Outline based upon input from the Council	List of key desires of the Council and the Committee guiding the process	4 - \$700

Task	Timeline	Deliverable	Comments	Estimated hours - Not to Exceed
Data & Analysis				
Future Land Use Element	September 30, 2018	Data & Analysis memo		\$900
Transportation Element	September 30, 2018	Data & Analysis memo		25 - \$4,000
Subtotal FY2018				\$38,850
Comprehensive Plan Review Committee	October through December (Total of 3 meetings at flat rate of \$300 each)	Sign in Sheets; Agenda and Meeting Summary		\$900
Housing Element	October 31, 2018	Data & Analysis memo		25 - \$4,000
Infrastructure Element: Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Recharge Element	October 31, 2018	Data & Analysis memo		30 - \$4,800
Conservation Element	November 30, 2018	Data & Analysis memo		20 - \$3,500
Recreation and Open Space Element	November 30, 2018	Data & Analysis memo		12 - \$2,000
Intergovernmental Coordination Element	November 30, 2018	Data & Analysis memo		12 - \$2,000
Capital Improvements Element	November 30, 2018	Data & Analysis memo		8 - \$2,000
Public Outreach				
Community Vision Workshop(s) {1-3 locations} sessions Topic 1 – Project Overview	December 2018		Kickoff broad themes (Strengths, Weaknesses)	25- \$5,500

Community Vision Workshop(s) {1location} Topic 2 - Land Use	January 2019		General themes for GOP Future Land Use	25- \$5,500
Community Vision Workshop(s) {1-locations} Topic 3 - Housing	January 2019		Intergovernmental and Interagency Coordination; CIP and Infrastructure	25- \$5,500
Community Vision Workshop(s) {1-3 locations} Topic 4	February 2019		Housing and Transportation	25- \$5,500
Draft Comprehensive Plan 1 st Draft	March 31, 2019	Draft Comprehensive Plan and Maps	Village Manager review and recommendations	80 - \$12,500
Community Workshop(s) for Draft Document	April, 2019		May require 2 workshops	25 - \$7,500*
LPA Workshops (2)	May 2019			50 - \$10,000
Village Council Workshop	May 2019			25 - \$5,500
LPA (Transmittal) Hearing	June 2019	Comprehensive Plan 2 nd Draft		25 - \$5,500
Village Council Transmittal Hearing	July 16, 2019			25 - \$5,500
Transmittal to DEO	July 30, 2019		Within 10 working days	5 - \$600
DEO Comments	August 29, 2019		Within 30 days (monitor)	3- \$500
Prepare Responses to DEO	September 25, 2019			20 - \$3,500
Village Council Adoption Hearing	September 26, 2019		Within 180 days of receipt of comments	25 - \$5,500
Subtotal FY2019				\$108,000
Transmit Adopted Plan	October 10, 2019		10 working days from the hearing	3- \$500
DEO deems package complete	October 18, 2019		5 working days of submittal	
Village of Indiantown Comprehensive Plan Effective Date	November 18, 2019		1 day after the challenge period (monitor)	3- \$500
Subtotal FY2020				\$1,000

“EXHIBIT C”

BONNIE C. LANDRY, AICP PROFESSIONAL PLANNING SERVICES

336 SW Ridge Lane

Stuart, FL 34994

772-267-7914

COMMUNITY REDEVELOPMENT AGENCY – FINDING OF NECESSITY

1. Project Scope and Background

This Scope of Services is prepared with the intention to prepare a Finding of Necessity to establish the Indiantown Community Redevelopment Agency in according to FSS 163.355.

2. Timeline/Schedule/Deliverables

Task	Expected Date of Completion	Deliverable	Estimated hours and Cost not to Exceed
Prepare the Finding of Necessity	August 31, 2018	Finding of Necessity	40 - \$6,400
Adoption of Resolution by the Council	September 13, 2018	Adopted Resolution	10 - \$1,500
Comment Period by Martin County (30 days)	October 19, 2018	Comments, if any, from Martin County	5 - \$775
Total cost not to exceed			\$8,675

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: July 12, 2018

MEETING TYPE:

AGENDA ITEM TITLE: Ordinance No. 004-2018; AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, REQUESTING AND CONSENTING TO THE INCLUSION OF ALL OF THE VILLAGE OF INDIANTOWN WITHIN A MUNICIPAL SERVICE TAXING UNIT OR OTHER SPECIFIC GEOGRAPHIC AREA DESIGNATED BY MARTIN COUNTY TO PROVIDE PARKS AND RECREATION SERVICES; PROVIDING FOR ANNUAL RENEWAL OF SUCH REQUEST AND CONSENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY OF ITEM: This ordinance includes the Village in the County's MSTU for Parks and Recreation for FY 2019. The projected millage has been given us by the County Administrator as 0.1615 mills. We do not currently believe the Village could accomplish the maintenance of these parks for the revenue this millage would generate. As a result, we will be exploring the contracts and other expenditures made by the County to come up with this millage levy.

RECOMMENDATION: Approve Ordinance No. 004-2018, on First Reading

PREPARED BY: P. Nicoletti DATE: 7/6/2018

REVIEWED BY: P. Nicoletti DATE: 7/6/2018

APPROVED BY: Teresa Lamar-Sarno DATE: 7/6/2018

ATTACHMENTS:

Description

Ord. 004-2018 Parks & Recreation MSTU Consent Ordinance



VILLAGE OF INDIANTOWN, FLORIDA

ORDINANCE NO. 0004 (2018)

AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, REQUESTING AND CONSENTING TO THE INCLUSION OF ALL OF THE VILLAGE OF INDIANTOWN WITHIN A MUNICIPAL SERVICE TAXING UNIT OR OTHER SPECIFIC GEOGRAPHIC AREA DESIGNATED BY MARTIN COUNTY TO PROVIDE PARKS AND RECREATION SERVICES; PROVIDING FOR ANNUAL RENEWAL OF SUCH REQUEST AND CONSENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

*** * * * ***

BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA:

SECTION 1. FINDINGS. It is hereby ascertained, determined, and declared that:

(A) The Board of County Commissioners of Martin County, Florida (the "County"), has enacted an ordinance authorizing the County to create or identify a municipal service taxing unit or other specific geographic area within which the County

VILLAGE OF INDIANTOWN, FLORIDA
ORDINANCE NO. 0004 (2018)
TO INCLUDE THE VILLAGE OF INDIANTOWN IN A MARTIN COUNTY MUNICIPAL SERVICE
TAXING UNIT (MSTU) FOR PARKS AND RECREATION SERVICES

imposes and collects ad valorem taxes for parks and recreation services, facilities, and programs within incorporated and unincorporated areas of the County.

(B) The Village Council of the Village of Indiantown has determined that the inclusion of the incorporated area of the Village of Indiantown, Florida within such municipal service taxing unit or specific geographic area by the County for the purpose of providing parks and recreation services is in the best interests of the owners of property within the corporate limits of the Village of Indiantown.

SECTION 2. REQUEST AND CONSENT OF INDIANTOWN. The Village Council of the Village of Indiantown hereby requests and consents to the inclusion of all of the incorporated area of the Village of Indiantown, Florida within an identified municipal service taxing unit or specific geographic area created or identified by the County to provide parks and recreation services, facilities, and programs and to the imposition of an ad valorem tax by the County to fund such services, facilities and programs. Such request and consent shall become effective upon adoption of this ordinance for the upcoming fiscal year. The Village Council finds that the provision of parks and recreation services has an essential municipal purpose.

SECTION 3. ANNUAL RENEWAL OF REQUEST AND CONSENT. Request and consent of the Village Council of the Village of Indiantown given to the County by

VILLAGE OF INDIANTOWN, FLORIDA
ORDINANCE NO. 0004 (2018)
TO INCLUDE THE VILLAGE OF INDIANTOWN IN A MARTIN COUNTY MUNICIPAL SERVICE
TAXING UNIT (MSTU) FOR PARKS AND RECREATION SERVICES

this Ordinance shall be deemed given in advance for each fiscal year hereafter and shall be automatically renewed for each succeeding fiscal year unless such request and consent is subsequently withdrawn as provided herein. Request and consent shall be irrevocable for any fiscal year in which the subject parks and recreation services ad valorem tax is levied by the County within the incorporated area. The Village of Indiantown may only withdraw such consent for any subsequent fiscal year by adopting an ordinance which revokes its consent and providing a certified copy of such ordinance to the County Administrator prior to May 1st preceding the fiscal year for which consent is being withdrawn.

SECTION 4. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption.

PASSED on First Reading on the ____ day of _____, 2018.

Council Member _____ offered the foregoing ordinance on second reading, and moved its adoption. The motion was seconded by Council Member

VILLAGE OF INDIANTOWN, FLORIDA

ORDINANCE NO. 0004 (2018)

TO INCLUDE THE VILLAGE OF INDIANTOWN IN A MARTIN COUNTY MUNICIPAL SERVICE
TAXING UNIT (MSTU) FOR PARKS AND RECREATION SERVICES

_____, and upon being put to a vote, the vote was as follows:

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNANDEZ, COUNCIL MEMBER				

PASSED AND ADOPTED on Second and Final Reading on the ____ day of
_____, 2018.

(SEAL)

VILLAGE OF INDIANTOWN, FLORIDA

Susan Gibbs Thomas, Mayor

ATTEST:

Cheryl White, Village Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Paul J. Nicoletti, Village Attorney

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: July 12, 2018

MEETING TYPE: Ordinance

AGENDA ITEM TITLE: ORDINANCE NO. 001-2018 AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, REQUESTING AND CONSENTING TO THE INCLUSION OF ALL OF THE VILLAGE OF INDIANTOWN WITHIN A MUNICIPAL SERVICE BENEFIT UNIT OR OTHER SPECIFIC GEOGRAPHIC AREA DESIGNATED BY MARTIN COUNTY TO PROVIDE FIRE RESCUE SERVICES; PROVIDING FOR ANNUAL RENEWAL OF SUCH REQUEST AND CONSENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY OF ITEM: This ordinance, once adopted, gives the County assurance that the Village will participate in the County's Fire-Rescue system for at least next fiscal year.

As mentioned at the last meeting, adoption on First Reading is just procedural, at least for this particular ordinance. We are still anticipating receipt of statistical and financial information from County staff, prior to adoption of this ordinance on Second Reading.

RECOMMENDATION: Adopt Ordinance No. 001-2018 Municipal Consent on First Reading.

PREPARED BY: Teresa Lamar-Sarno, Village Manager DATE: 6/21/2018

REVIEWED BY: P. Nicoletti DATE: 6/22/2018

APPROVED BY: Teresa Lamar-Sarno DATE: 7/6/2018

ATTACHMENTS:

Description

Ordinance 001-2018



VILLAGE OF INDIANTOWN, FLORIDA

ORDINANCE NO. 0001 (2018)

AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, REQUESTING AND CONSENTING TO THE INCLUSION OF ALL OF THE VILLAGE OF INDIANTOWN WITHIN A MUNICIPAL SERVICE BENEFIT UNIT OR OTHER SPECIFIC GEOGRAPHIC AREA DESIGNATED BY MARTIN COUNTY TO PROVIDE FIRE RESCUE SERVICES; PROVIDING FOR ANNUAL RENEWAL OF SUCH REQUEST AND CONSENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA:

SECTION 1. FINDINGS. It is hereby ascertained, determined, and declared that:

(A) The Board of County Commissioners of Martin County, Florida (the "County"), has enacted an ordinance authorizing the County to create or identify a municipal service benefit unit or other specific geographic area within which the County imposes and collects assessments for fire rescue services within incorporated and unincorporated areas of the County.

VILLAGE OF INDIANTOWN, FLORIDA
ORDINANCE NO. 0001 (2018)
TO INCLUDE THE VILLAGE OF INDIANTOWN IN A MARTIN COUNTY MUNICIPAL SERVICE
BENEFIT UNIT (MSBU) FOR FIRE RESCUE SERVICES

(B) The Village Council of the Village of Indiantown has determined that the inclusion of the incorporated area of the Village of Indiantown, Florida within such municipal service benefit unit or specific geographic area by the County for the purpose of providing fire rescue services is in the best interests of the owners of property within the corporate limits of the Village of Indiantown.

SECTION 2. REQUEST AND CONSENT OF INDIANTOWN. The Village Council of the Village of Indiantown hereby requests and consents to the inclusion of all of the incorporated area of the Village of Indiantown, Florida within an identified municipal service taxing or benefit unit or specific geographic area created or identified by the County to provide fire rescue services, facilities, and programs and to the imposition of a special assessment by the County to fund such fire rescue services, facilities and programs. Such request and consent shall become effective upon adoption of this ordinance for the upcoming fiscal year. The Village Council finds that the provision of fire rescue services has an essential municipal purpose.

SECTION 3. ANNUAL RENEWAL OF REQUEST AND CONSENT. Request and consent of the Village Council of the Village of Indiantown given to the County by this Ordinance shall be deemed given in advance for each fiscal year hereafter and shall be automatically renewed for each succeeding fiscal year unless such request and consent

VILLAGE OF INDIANTOWN, FLORIDA
ORDINANCE NO. 0001 (2018)
TO INCLUDE THE VILLAGE OF INDIANTOWN IN A MARTIN COUNTY MUNICIPAL SERVICE
BENEFIT UNIT (MSBU) FOR FIRE RESCUE SERVICES

is subsequently withdrawn as provided herein. Request and consent shall be irrevocable for any fiscal year in which the subject fire rescue service assessments are levied by the County within the incorporated area. The Village of Indiantown may only withdraw such consent for any subsequent fiscal year by adopting an ordinance which revokes its consent and providing a certified copy of such ordinance to the County Administrator prior to May 1 preceding the fiscal year for which consent is being withdrawn.

SECTION 4. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED on First Reading on the ____ day of _____, 2018.

Council Member _____ offered the foregoing ordinance on second reading, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

ALL SIGNATURES ON THE NEXT PAGE –

VILLAGE OF INDIANTOWN, FLORIDA

ORDINANCE NO. 0001 (2018)

TO INCLUDE THE VILLAGE OF INDIANTOWN IN A MARTIN COUNTY MUNICIPAL SERVICE
BENEFIT UNIT (MSBU) FOR FIRE RESCUE SERVICES

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNANDEZ, COUNCIL MEMBER				

PASSED AND ADOPTED on Second and Final Reading on the _____ day of
_____, 2018.

(SEAL)

VILLAGE OF INDIANTOWN, FLORIDA

By: _____
Susan Gibbs Thomas, Mayor

ATTEST:

Cheryl White, Village Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Paul J. Nicoletti, Village Attorney

VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETINGDATE: July 12, 2018

MEETING TYPE:

AGENDA ITEM TITLE: AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE VILLAGE OF INDIANTOWN, AND PROVIDING FOR AN EFFECTIVE DATE.

SUMMARY OF ITEM: Ordinance No. 0002 (2018); An Ordinance of the Village of Indiantown Adopting a Year Franchise with Florida Power & Light Company; and levying a 6% Franchise Fee. This is the FPL Franchise that Amy Brunjes reviewed with you a few weeks ago. It will replace the Franchise Agreement that FPL already has in-place with Martin County, as it relates to the Village. The Franchise levy is 6%, and instead of the funds going to the County, they will be anew revenue source for the Village.

There was a misunderstanding on the original First Reading regarding the timeframe. The 30 year Franchise is the one approved by FPL. This ordinance is coming back to First Reading because of that change.

RECOMMENDATION: Approve Ordinance No. 0002 (2018) on First Reading.

PREPARED BY: P. Nicoletti DATE: 6/22/2018

REVIEWED BY: P. Nicoletti DATE: 6/22/2018

APPROVED BY: Teresa Lamar-Sarno DATE: 6/22/2018

ATTACHMENTS:

Description

Ord 002-2018 Franchise

Original Redlined Draft Ordinance

Franchise Information from FPL



ORDINANCE No. 0002 (2018)

AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE VILLAGE OF INDIANTOWN, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Indiantown recognizes that the Village of Indiantown and its citizens need and desire the benefits of electric service; and

WHEREAS, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the Village does not desire to undertake to provide such services; and

WHEREAS, Florida Power & Light Company (FPL) is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, FPL and the Village desire to enter into a franchise agreement providing for the payment of fees to the Village in exchange for the nonexclusive right and privilege of supplying electricity and other services within the Village free of competition from the Village, pursuant to certain terms and conditions;
NOW, THEREFORE,

BE IT ORDAINED BY THE VILLAGE OF INDIANTOWN, FLORIDA:

Section 1. FRANCHISE GRANTED. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called the "Grantee"), for the period of THIRTY (30) years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places, but not including public parks, environmental preserves or wetlands, without a separate easement from the Grantor (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the Village of Indiantown, Florida, and its successors (hereinafter called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or

ancillary to all of the Grantee's operations (herein called "facilities"), for the purpose of supplying electricity and other electricity-related services incidental thereto (which other electricity related services are defined as FPL's facility to facility data capabilities over the lines to identify faults, load information, and other data necessary or helpful to the provision of electric service, and which do not include any services that are sold to others) to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 2(a). USE OF PUBLIC RIGHTS-OF-WAY. The facilities of Grantee shall be so located, relocated, installed, constructed and so erected as to not unreasonably interfere with the convenient, safe, continuous use of the maintenance, improvement, extension or expansion of any public "road" as defined under the Florida Transportation Code, nor unreasonably interfere with reasonable egress from and ingress to abutting property.

(b) To minimize such conflicts with the standards set forth in subsection (a) above, the location, relocation, installation, construction or erection of all facilities shall be made as representatives of the Grantor may prescribe in accordance with all applicable federal, state and local statutes, laws, ordinances, rules and regulations and pursuant to Grantor's valid rules and regulations with respect to utilities' use of public rights-of-way relative to the placing and

maintaining, in, under, upon, along, over and across said public rights-of-way, provided such rules and regulations shall be:

- (i) for a valid municipal purpose,
- (ii) shall not prohibit the exercise of Grantee's rights to use said public rights-of-way for reasons other than conflict with the standards set forth above,
- (iii) shall not unreasonable interfere with Grantee's ability to furnish reasonably sufficient, adequate and efficient electric services to all its customers while not conflicting with the standards set forth above, or
- (iv) shall not require relocation of any of the Grantee's facilities installed before or after the effective date hereof in any public right-of-way unless or until the facilities unreasonably interfere with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion, of such public "road".

(c) Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should, unless otherwise permitted, be installed near the outer boundaries of the public rights-of-way to the extent possible and such installation shall be consistent with the Florida

Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.

(d) When any portion of a public right-of-way is excavated, damaged or impaired by Grantee or any of its agents, contractors or subcontractors because of the installation, inspection, or repair of any of its facilities, the portion so excavated, damaged or impaired shall, within a reasonable time and as early as practicable after such excavation, be restored to its original condition before such damage by the Grantee at its expense.

(e) The Grantor shall not be liable to the Grantee for any cost or expense incurred in connection with the relocation of any of the Grantee's facilities required under this Section, except, however, that Grantee may be entitled to reimbursement of its costs and expenses from others and as provided by law.

Section 3. LIABILITY AND INDEMNITY. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder. The Grantor does not waive or subrogate

its rights and privileges under Section 768.28, Florida Statutes, and claims the fullest protection afforded by such statutory provision and any other sovereign immunity laws.

Section 4. REGULATIONS SUBJECT TO LAW. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 5. FRANCHISE FEE; SIX (6%) PERCENT LEVY. As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending 60 days prior to each such payment will equal six percent (6%) of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the incorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and

privileges granted herein exceed six percent (6%) of such revenues for any monthly billing period of the Grantee.

The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles); (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) franchise fees; (f) Late Payment Charges; (g) Field Collection Charges; (h) other service charges.

Section 6. As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer"), or to any electrical distribution system established solely to serve any retail customer formerly served by the Grantee, (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric

energy from any third party(ies) to any other retail customer's facility(ies), provided that the Grantor shall not be considered a "third party" or an "other retail customer" for purposes of this Section 6. Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not

agree to rates, terms and conditions which equal or better the other person's offer, all of the terms and conditions of this franchise shall remain in effect.

Section 7. TERMINATION FOR COMPETITION. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 90 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

Section 8. TERMINATION FOR COMPETITIVE DISADVANTAGE. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written

notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 9. DEFAULT BY GRANTEE. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have 180 days after such final determination to make good the default before a forfeiture shall result, with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 10. DEFAULT BY GRANTOR; CONDEMNATION BY GRANTEE. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including, but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than as set forth in Section 2; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; or (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute a breach of this franchise and entitle the Grantee to

withhold such portion of the payments provided for in Section 5 hereof as a court of competent jurisdiction has, upon action instituted by Grantee, determined to be equitable, just, and reasonable, considering the totality of the circumstances, until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination (after the expiration or exhaustion of all rights of appeal) in the matter. The Grantor recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right as provided by law. The Grantee recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantor's delegated sovereign right of condemnation and that the Grantor, in its sole discretion, may exercise such right as provided by law, provided that the Grantor shall not exercise such right so as to violate the Grantor's covenant, set forth in Section 6 hereof, not to compete against the Grantee in the distribution and/or sale of electricity to ultimate consumers.

Section 11. ANNUAL AUDIT. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records

are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Section 12. INTERDEPENDENCE OF PROVISIONS. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 13. DEFINITIONS. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 14. CONFLICTING ORDINANCES. All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 15. CONDITION PRECEDENT. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

PASSED on first reading this ____ day of _____, 2018.

Council Member _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNANDEZ, COUNCIL MEMBER				

ADOPTED on second reading this ____ day of _____, 2018.

VILLAGE OF INDIANTOWN, FLORIDA

SUSAN GIBBS THOMAS, Mayor

ATTEST:

By: _____
CHERYL WHITE, Village Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY

PAUL J. NICOLETTI, Village Attorney

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE VILLAGE OF INDIANTOWN, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Indiantown recognizes that the Village of Indiantown and its citizens need and desire the benefits of electric service; and

WHEREAS, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the Village does not desire to undertake to provide such services; and

WHEREAS, Florida Power & Light Company (FPL) is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, FPL and the Village desire to enter into a franchise agreement providing for the payment of fees to the Village in exchange for the nonexclusive right and privilege of supplying electricity and other services within the Village free of competition from the Village, pursuant to certain terms and conditions; **NOW, THEREFORE**,

BE IT ORDAINED BY THE VILLAGE OF INDIANTOWN, FLORIDA:

Section 1. FRANCHISE GRANTED. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called the "Grantee"),

for the period of 20 years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places, but not including public parks, environmental preserves or wetlands, without a separate easement from the Grantor (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the Village of Indiantown, Florida, and its successors (hereinafter called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (herein called "facilities"), for the purpose of supplying electricity and other services (what other services... Internet... anything else?) to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof. Notwithstanding the provisions of this section, the Grantee shall not place facilities such that they disturb existing or planned public access, without constructing equally beneficial substitute public access.

Section 2. USE OF PUBLIC RIGHTS OR WAY. The facilities of the Grantee shall be installed, located or relocated so as to not unreasonably interfere with traffic or other public access over the public rights-of-way or with reasonable egress from and ingress to abutting property. To avoid conflicts with traffic and other public access, the location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor's reasonable rules and regulations with

reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic or other public access, (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers, and (c) shall not require the relocation of any of the Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles, or changes to the rights-of-way for the multi-modal use by other vehicles, including bicycles, personal mobility devices, mopeds, slow-moving vehicles, golf carts, or other multi-modal devices, equestrians, and pedestrians, which causes such installed facilities to unreasonably interfere with said uses. Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible, unless otherwise agreed upon with the Grantor. When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantor shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from others and as may be provided by

law. The Grantor and Grantee agree to consult and cooperate on the location of all facilities.

Section 3. LIABILITY AND INDEMNITY. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder. The Grantor does not waive or subrogate its rights and privileges under Section 768.28, Florida Statutes, and claims the fullest protection afforded by such statutory provision and any other sovereign immunity laws.

Section 4. REGULATIONS SUBJECT TO LAW. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 5. FRANCHISE FEE; SIX (6%) PERCENT LEVY. As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending 60 days prior to each

such payment will equal six percent (6%) of the Grantee's billed revenues, **less actual write-offs**, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the incorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed six percent (6%) of such revenues for any monthly billing period of the Grantee.

The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas by public entities); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles) **explain??**; (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) franchise fees; (f) Late Payment Charges; (g) Field Collection Charges **what is this?**; (h) other service charges. **what are these?**

Section 6. As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer"), but not including any of Grantor's departments, dependent districts or agencies, or to any electrical distribution system established solely to serve any retail customer formerly

served by the Grantee, (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies), and (c) not to seek (HOW?) to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor's facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not agree to rates, terms

and conditions which equal or better the other person's offer, all of the terms and conditions of this franchise shall remain in effect.

Section 7. TERMINATION FOR COMPETITION. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 90 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

Section 8. TERMINATION FOR COMPETITIVE DISADVANTAGE. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated areas of the Grantor to a customer then

being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 9. DEFAULT BY GRANTEE. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have 180 days after such final determination to make good the default before a forfeiture shall result, with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 10. DEFAULT BY GRANTOR; CONDEMNATION BY GRANTEE. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including, but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with public access; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise, which is subject to appropriate injunctive relief or other civil action in a court of competent jurisdiction, but which shall not entitle the Grantee to withhold all or part of the payments provided for in Section 5 hereof. Grantor recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 11. ANNUAL AUDIT. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Section 12. INTERDEPENDENCE OF PROVISIONS. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 13. DEFINITIONS. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 14. CONFLICTING ORDINANCES. All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 15. CONDITION PRECEDENT. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

PASSED on first reading this _____ day of _____, 2018.

PASSED AND ADOPTED on second reading this _____ day of _____, 2018.

VILLAGE OF INDIANTOWN, FLORIDA

By: _____

ATTEST:

By: _____
Clerk, Village of Indiantown, Florida

(SEAL)

APPROVED AS TO FORM AND LEGALITY

MISCELLANEOUS
CLASSES OF CUSTOMERS

Residential. Service supplied exclusively for domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately metered non-commercial facilities of a residential customer (i.e., garages, water pumps, etc.). Service for non-metered outdoor lighting is also considered Residential when the lighting is supplied exclusively for domestic purposes. Service to commonly owned facilities of condominiums, cooperatives and homeowners associations is Residential, provided the service criteria as specified in FPL's Common Use Facilities Rider is met.

Commercial Service. Service used for business and professional activities in establishments and for purposes not otherwise classified for rate purposes, including: airports, banks, billboards, boarding houses, churches, clubs, commercial buildings, freight terminals, garages, hospitals, hotels, motels, master-metered apartment houses, model homes, office buildings, parking lots, passenger stations, personal service establishments, restaurants, rooming houses, schools, self service laundries, signs, stores, theatres and the like.

Industrial. Service to power equipment used for manufacturing or processing purposes, and to the lighting within and about the buildings, structures and premises housing and enclosing the power-driven and operated machinery and equipment and incident to the use thereof.

Public Street and Highway Lighting. Service for lighting public ways and areas.

Other Sales to Public Authorities. Service with eligibility restricted to governmental entities.

Sales to Railroads and Railways. Service supplied for propulsion of electric transit vehicles.

Sales for Resale. Service to other electric utilities for resale purposes.

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: July 12, 2018

MEETING TYPE:

AGENDA ITEM TITLE: EMERGENCY ORDINANCE NO. 0003 (2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, REQUESTING AND CONSENTING TO THE INCLUSION OF ALL OF THE VILLAGE OF INDIANTOWN WITHIN A MUNICIPAL SERVICE BENEFIT UNIT OR OTHER SPECIFIC GEOGRAPHIC AREA DESIGNATED BY MARTIN COUNTY TO PROVIDE SOLID WASTE COLLECTION AND DISPOSAL SERVICES; PROVIDING FOR ANNUAL RENEWAL OF SUCH REQUEST AND CONSENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY OF ITEM: VILLAGE ATTORNEY'S NOTE: This item was on First Reading at the Regular Meeting of June 26, 2018, and was approved unanimously. Between readings, it was determined that not enough time existed to arrange for the required 10 publication notice for the July 12, 2018 meeting. Tentatively, I asked the Village Manager to properly notice and place on the July 26th Agenda. The County Attorney has indicated that the County cannot hold up printing of the mail-away notices to all unincorporated County residents and those in Indiantown and Ocean Breeze past July 13... as it is the last possible day the county's printing contractor could guarantee proper printing and mailing. As a result, this does constitute a bona fide emergency allowing the Village to adopt the Ordinance without the normal 10 day notice in a publication of general circulation in the Village (Stuart News, PB Post or PB Business Daily). However, the item has been placed on the Village Website, and is identical in substantive material as was approved on First Reading.

RECOMMENDATION: Adopt Emergency Ordinance No. 003-2018 on Final Reading

PREPARED BY: P. Nicoletti DATE: 7/5/2018

REVIEWED BY: P. Nicoletti DATE: 7/5/2018

APPROVED BY: Teresa Lamar-Sarno DATE: 7/6/2018

ATTACHMENTS:

Description

Ord. 003-2018 MC Solid Waste Collection



VILLAGE OF INDIANTOWN, FLORIDA

EMERGENCY ORDINANCE NO. 0003 (2018)

AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, REQUESTING AND CONSENTING TO THE INCLUSION OF ALL OF THE VILLAGE OF INDIANTOWN WITHIN A MUNICIPAL SERVICE BENEFIT UNIT OR OTHER SPECIFIC GEOGRAPHIC AREA DESIGNATED BY MARTIN COUNTY TO PROVIDE SOLID WASTE COLLECTION AND DISPOSAL SERVICES; PROVIDING FOR ANNUAL RENEWAL OF SUCH REQUEST AND CONSENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA:

SECTION 1. FINDINGS. It is hereby ascertained, determined, and declared that:

(A) The Board of County Commissioners of Martin County, Florida (the "County"), has enacted an ordinance authorizing the County to create or identify a municipal service benefit unit or other specific geographic area within which the County

VILLAGE OF INDIANTOWN, FLORIDA
EMERGENCY ORDINANCE NO. 0003 (2018)
TO INCLUDE THE VILLAGE OF INDIANTOWN IN A MARTIN COUNTY MUNICIPAL SERVICE
BENEFIT UNIT (MSBU) FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES

imposes and collects assessments for solid waste collection and disposal services within incorporated and unincorporated areas of the County.

(B) The Village Council of the Village of Indiantown has determined that the inclusion of the incorporated area of the Village of Indiantown, Florida within such municipal service benefit unit or specific geographic area by the County for the purpose of providing solid waste collection and disposal services is in the best interests of the owners of property within the corporate limits of the Village of Indiantown.

(C) The Village Council declares the adoption of this ordinance to be a *bona fide* emergency under Sec. 166.041(3)(b), Florida Statutes, lacking the time to give the ten (10) day published notice as normally required in Sec. 166.041(3)(a), Florida Statutes. The Village staff became aware on July 2, 2018, that there was insufficient time to place a legal advertisement in a newspaper of general circulation in the Village, in time to meet the printing deadline of July 13, 2018, for the County to give proper notice of its intent to levy an assessment for the collection of solid waste throughout the County, including in all of Indiantown. Missing this deadline for either the Village or the County would create more than higher cost or missed opportunity for the County and the Village. It would create uncertainty, and perhaps a public safety hazard, to the Village and its residents. This

VILLAGE OF INDIANTOWN, FLORIDA
EMERGENCY ORDINANCE NO. 0003 (2018)
TO INCLUDE THE VILLAGE OF INDIANTOWN IN A MARTIN COUNTY MUNICIPAL SERVICE
BENEFIT UNIT (MSBU) FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES

ordinance had the benefit of a First Reading on June 28, 2018, and the public was given an opportunity to be heard, at that time.

SECTION 2. REQUEST AND CONSENT OF INDIANTOWN. The Village Council of the Village of Indiantown hereby requests and consents to the inclusion of all of the incorporated area of the Village of Indiantown, Florida within an identified municipal service taxing or benefit unit or specific geographic area created or identified by the County to provide solid waste collection and disposal services, facilities, and programs and to the imposition of a special assessment by the County to fund such services, facilities and programs. Such request and consent shall become effective upon adoption of this ordinance for the upcoming fiscal year. The Village Council finds that the provision of solid waste collection and disposal services has an essential municipal purpose.

SECTION 3. ANNUAL RENEWAL OF REQUEST AND CONSENT. Request and consent of the Village Council of the Village of Indiantown given to the County by this Ordinance shall be deemed given in advance for each fiscal year hereafter and shall be automatically renewed for each succeeding fiscal year unless such request and consent is subsequently withdrawn as provided herein. Request and consent shall be irrevocable for any fiscal year in which the subject solid waste collection and disposal service

VILLAGE OF INDIANTOWN, FLORIDA
EMERGENCY ORDINANCE NO. 0003 (2018)
TO INCLUDE THE VILLAGE OF INDIANTOWN IN A MARTIN COUNTY MUNICIPAL SERVICE
BENEFIT UNIT (MSBU) FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES

assessments are levied by the County within the incorporated area. The Village of Indiantown may only withdraw such consent for any subsequent fiscal year by adopting an ordinance which revokes its consent and providing a certified copy of such ordinance to the County Administrator prior to May 1st preceding the fiscal year for which consent is being withdrawn.

SECTION 4. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption.

PASSED on First Reading on the 28th day of June, 2018.

– ALL SIGNATURES ON THE NEXT PAGE –

VILLAGE OF INDIANTOWN, FLORIDA
EMERGENCY ORDINANCE NO. 0003 (2018)
TO INCLUDE THE VILLAGE OF INDIANTOWN IN A MARTIN COUNTY MUNICIPAL SERVICE
BENEFIT UNIT (MSBU) FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES

Council Member _____ offered the foregoing Emergency Ordinance and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNANDEZ, COUNCIL MEMBER				

PASSED AND ADOPTED on Final Reading on the _____ day of _____,
2018.

(SEAL)

VILLAGE OF INDIANTOWN, FLORIDA

Susan Gibbs Thomas, Mayor

ATTEST:

Cheryl White, Village Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Paul J. Nicoletti, Village Attorney

VILLAGE OF INDIANTOWN, FLORIDA
EMERGENCY ORDINANCE NO. 0003 (2018)
TO INCLUDE THE VILLAGE OF INDIANTOWN IN A MARTIN COUNTY MUNICIPAL SERVICE
BENEFIT UNIT (MSBU) FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES